

# MEMORANDUM

Agenda Item No. 8(0)(2)

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

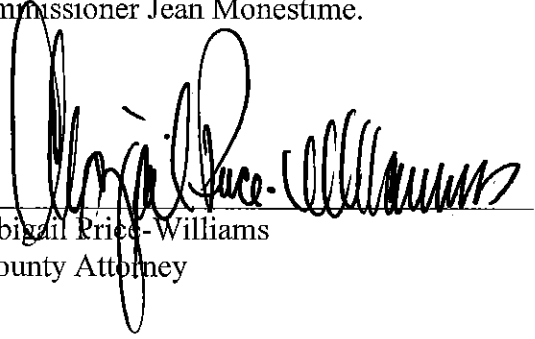
**DATE:** February 6, 2018

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

**SUBJECT:** Resolution approving agreement between Miami-Dade County and CP Logistics Westview, LLC for sanitary sewer facilities, including construction of new sewer infrastructure, for a period of 365 days; approving allocation of \$3,224,304.00 funded by Building Better Communities General Obligation Bonds Program Project No. 17 – “Countywide Water and Sewer System Enhancements” for construction of offsite sewer improvements and a new sewage pump station; waiving formal competitive bidding requirements of section 2-8.1 of the Miami-Dade County Code, section 5.03(d) of the Home Rule Charter, and section 255.20, Florida Statutes by a two-thirds vote of the Board; and authorizing County Mayor to execute the agreement and exercise the provisions contained therein

Resolution No. R-125-18

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney

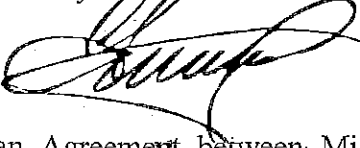
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# Memorandum

MIAMI-DADE  
COUNTY

**Date:** February 6, 2018

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving an Agreement between Miami-Dade County and CP Logistics Westview, LLC to Construct Sewer Improvements Including a Sewage Pump Station in an Amount Not to Exceed \$3,224,304

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## Recommendation

In order to facilitate the construction of needed sewer infrastructure utilizing, in part, County General Obligation Bond funds, it is recommended that the Board of County Commissioners (Board) approve the attached resolution: (1) approving an agreement titled: "Agreement for Sanitary Sewer Facilities between Miami-Dade County and CP Logistics Westview, LLC" (Sewer Agreement) between the County, through its Water and Sewer Department (WASD), and CP Logistics Westview, LLC for a period of 365 days, and (2) waiving the competitive formal bidding requirements of Section 2-8.1 of the Miami-Dade County Code, Section 5.03(d) of the Home Rule Charter and Section 255.20 of the Florida Statutes.

## Scope

This Sewer Agreement provides for the construction of a 643,294 square foot industrial warehouse and a 160,823 square foot office building at 11700 E. Gulf Drive, Miami, Florida 33167, in addition to off-site sewer infrastructure, including a new pump station for the County. The proposed project area (which includes the building facilities and off-site sewer infrastructure) is bounded by NW 119 Street to the north, NW 27 Avenue to the west, NW 107 Street to the south, and NW 22 Avenue to the east in District 2, which is represented by Commissioner Jean Monestime.

## Fiscal Impact/Funding Source

There is a fiscal impact to the County for the construction of the new sewer infrastructure. The total project estimate for the sewer improvements is \$3,466,994. This estimate, which includes design and construction costs, was prepared by CP Logistics Westview, LLC and was reviewed, validated and approved by WASD.

As part of the attached Sewer Agreement, CP Logistics Westview, LLC will contribute seven percent of the total estimated cost in the amount of \$242,690, which is based on the projected flows it will contribute to the new sewer infrastructure as determined by a hydraulic flow analysis performed by WASD. The County will contribute the remaining ninety-three percent of the total estimated costs, up to a maximum of \$3,224,304 through project completion, which will be funded by General Obligation Bonds per Resolution No. R-537-14 that has been earmarked for such sewer improvement projects. Additional cost payables submittals by CP Westview Logistics, LLC beyond the maximum of \$3,224,304 are non-negotiable and will not be subject to cost sharing by the County.

This sewer project is budgeted under OMB Project No. 967090: Extension of Sewer System to Commercial and Industrial Corridors of the County Per BCC Resolution No. R-537-14-Building Better Communities Bond, page number 59, Adopted Capital Budget FY16-17.

**Track Record/Monitor**

WASD's Deputy Director of Capital Improvements and Regulatory Compliance, Hardeep Anand, will be responsible for overseeing the implementation of this Sewer Agreement.

**Background**

The industrial area for the proposed project in the attached Sewer Agreement resides in WASD's sewer service area in unincorporated Miami-Dade County and has no sewer infrastructure. Water service is provided by the City of North Miami as the City owns and operates its own water treatment plant in addition to being a County wholesale water customer.

In July 2013, the Board adopted Resolution R-597-13 requiring the development of a plan to extend sewer service to major commercial and industrial corridors, including the NW 27 Avenue Corridor in which the proposed project area is located. The availability of a sewer collection system would improve the economic development capacity of these corridors and provide opportunities to new and existing businesses because they currently rely on septic tanks that are at capacity. As such, the Department has scheduled sewer infrastructure projects in its Capital Improvement Program to provide the sewer system enhancements needed in these major commercial and industrial corridors.

CP Logistics Westview, LLC approached the Department about the lack of sewer infrastructure in the proposed project area as it is planning to construct an industrial warehouse and an office building inside the project boundaries next year. By way of this Sewer Agreement, WASD has agreed to work with CP Logistics Westview, LLC to accelerate the construction of sewer infrastructure in the NW 27 Avenue Corridor and to accept a prorated payment in the total amount of \$242,690 from CP Logistics Westview, LLC to offset the impact of the estimated flow that their new building facilities will utilize of the new pump station and offsite sewer infrastructure to be constructed.

The attached Sewer Agreement contains the terms and conditions for the construction of sewer infrastructure, including a provision that requires CP Logistics Westview, LLC to convey the sewer facilities to the County, and to comply with all procedural requirements of the Internal Services Department's Small Business Division, including: 1) Section 2-10.4.01: Community Business Enterprise Program for Architectural, Engineering, Landscape Architecture, Surveying and Mapping Professional Services, and 2) Section 10-33.02: Community Small Business Enterprise Construction. A Small Business Enterprise – Construction goal of 27.68 percent was assigned to this Sewer Agreement. See the Small Business Development Division Project Worksheet dated December 12, 2017, attached hereto as Exhibit A.

In accordance with the requirements of Section 255.20(10)(a)-(d) pertaining to waiver of the competitive solicitation process, the County has published notice at least 14 days prior to the public meeting at which the waiver of the competitive solicitation process will be heard.

Additionally, as required by Section 255.20(10)(d), the Engineer of Record for the Miami-Dade Water and Sewer Department has provided a written recommendation that CP Logistics Westview, LLC and its contractor be awarded the project without competitive solicitation. The Engineer of Record's written recommendation is attached hereto as Exhibit B. The Engineer of Record's opinion sets out the justification for the waiver of the competitive solicitation process and states that it is in the County's best interest to waive the competitive bidding requirements for CP Logistics Westview, LLC and its contractor to perform the design and construction of the

Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners  
Page 3

County's new pump station and offsite sewer infrastructure because they are uniquely qualified to undertake the project. CP Logistics Westview, LLC's contractor is currently working under contract adjacent to the proposed project site and is already constructing various improvements related to the sewer system needs for the CP Logistics Westview, LLC development. Further, the Engineer of Record has opined that postponement of this sewer infrastructure project until a time when the County can undertake the work itself would increase the costs of the project and would delay economic development in the area. Such a delay would cause an undue hardship to CP Logistic Westview, LLC and other developers that are constructing and/or intend to construct in the area where the new pump station and offsite sewer infrastructure are to be built.



Jack Osterholt  
Deputy Mayor

# Exhibit A



## Small Business Development Division Project Worksheet

**Project/Contract Title:** AGREEMENT FOR SANITARY SEWER FACILITIES BETWEEN MIAMI-DADE COUNTY AND CP LOGISTICS WESTVIEW, LLC **Received Date:** 12/12/2017  
**Project/Contract No:** WESTVIEW LOGISTICS CENTER **Funding Source:**  
**Department:** NON DEPARTMENTAL  
**Estimated Cost of Project/Bid:** \$3,466,994.00 **Resubmittal Date(s):**  
**Description of Project/Bid:** To construct and install offsite sewer improvements, including a new public sewage pumping station, to be conveyed to the County, which will provide service to the project as well as a new service area that has not been served previously by the Department.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE/CONS	27.68%

**Reasons for Recommendation**

SMALL BUSINESS ENTERPRISE - CONSTRUCTION  
 An analysis of the factors contained in Section VI.C. of Implementing Order 3-22 indicates that a 27.68% Small Business Enterprise - Construction (SBE/CONS) Subcontractor Goal is appropriate for this contract.

Trade Category: 237110-Water And Sewer Line And Related Structures Construction; 238910-Site Preparation Contractors

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Site Preparation Contractors	SBE/CONS	\$9,707.58	0.28%	
Water and Sewer Line and Related Structures Construction	SBE/CONS	\$949,956.36	27.40%	
<b>Total</b>		\$959,663.94	27.68%	

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

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

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____		Tier 2 Set Aside _____	
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	 SBD Director		12-12-17 Date

**Date:** December 12, 2017

**To:** Lester Sola  
Director  
Miami-Dade Water and Sewer Department

# Memorandum



**From:** Josenrique Cueto, P.E.  
Assistant Director, Planning and Regulatory Compliance  
Miami-Dade Water and Sewer Department

**Subject:** Professional Recommendation for the Construction Sewer Infrastructure Development Project on the NW 27 Avenue Corridor by CP Logistics Westview, LLC

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As the Assistant Director of the Planning and Regulatory Compliance Division at the Miami-Dade Water and Sewer Department (WASD), and in accordance with Resolution No. R-537-13, which directed WASD to perform a comprehensive study of the water and sewer infrastructure needs of the areas inside commercial and industrial corridors countywide, I am making the recommendation to waive the competitive selection process pursuant to Section 255. 20(10)(a-d), Florida Statutes, for the above referenced sewer infrastructure project for the reasons listed below.

1. CP Logistics Westview, LLC is uniquely qualified to undertake the project because the contractor is currently working under contract constructing sewer infrastructure at a site adjacent to the proposed project site.
2. The time to competitively award the project would delay construction of sewer infrastructure in the NW 27 Corridor which is currently without sewer service, creating an undue hardship on the public welfare. Postponement of the project would increase costs of the project and delay the economic development of the area.

c: Hardeep Anand, Deputy Director, Miami-Dade Water and Sewer Department



# MEMORANDUM

(Revised)

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

**DATE:** February 6, 2018

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

**SUBJECT:** Agenda Item No. 8(0)(2)

Please note any items checked.

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

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

Agenda Item No. 8(0)(2)  
2-6-18

RESOLUTION NO. R-125-18

RESOLUTION APPROVING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CP LOGISTICS WESTVIEW, LLC FOR SANITARY SEWER FACILITIES, INCLUDING CONSTRUCTION OF NEW SEWER INFRASTRUCTURE, FOR A PERIOD OF 365 DAYS; APPROVING ALLOCATION OF \$3,224,304.00 FUNDED BY BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BONDS PROGRAM PROJECT NO. 17 – “COUNTYWIDE WATER AND SEWER SYSTEM ENHANCEMENTS” FOR CONSTRUCTION OF OFFSITE SEWER IMPROVEMENTS AND A NEW SEWAGE PUMP STATION; WAIVING FORMAL COMPETITIVE BIDDING REQUIREMENTS OF SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE, SECTION 5.03(D) OF THE HOME RULE CHARTER, AND SECTION 255.20, FLORIDA STATUTES BY A TWO-THIRDS VOTE OF THE BOARD; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE THE PROVISIONS CONTAINED THEREIN

**WHEREAS**, pursuant to Resolution No. 912-04 (the “Water and Sewer Resolution”), the voters approved the issuance of general obligation bonds in a principle amount not to exceed \$378,183,000.00 to construct and improve water and sewer facilities throughout the County; and

**WHEREAS**, Appendix A to the Water and Sewer Resolution lists projects eligible for funding from Building Better Communities General Obligation Bond Program (the “Bond Program”) by project number, municipal project location, Commission district, project name, project description, street address and allocation; and



**WHEREAS**, one of the projects listed in Appendix A to the Water and Sewer Resolution and approved by the voters for funding is Project No. 17 – Countywide Water and Sewer System Enhancements with an original allocation of \$222,000,000.00 (“Project No. 17”) OMB # 967090 and the following project description: “Countywide Water and Sewer System Enhancements”; and

**WHEREAS**, CP Logistics Westview, LLC is in the process of developing a tract of land located in an area bounded to the north by NW 119 Street, to the west by NW 27 Avenue, to the south by NW 107 Street, and to the east by NW 22 Avenue with industrial warehouse and office space; and

**WHEREAS**, as part of its development, CP Logistics Westview, LLC has agreed to build offsite sewer improvements and a new public pump station that, once built, will become County property and will serve CP Logistics Westview, LLC’s development as well as other developments in the area; and

**WHEREAS**, the County has estimated the costs of the new sewage pump station and sewer improvements will be \$3,466,994.00; and

**WHEREAS**, in order to move forward with its development, CP Logistics Westview, LLC has entered into a New Business Agreement ID No. 23064 (hereinafter, the “Agreement”) with the County; and

**WHEREAS**, the Agreement makes clear that CP Logistics Westview, LLC will contribute \$242,690.00 (7 percent) toward the costs of the new sewage pump station and sewer infrastructure based on the projected flow that its development will send to the new system; and

**WHEREAS**, the Agreement also specifies that the County will contribute the remaining 93 percent of the costs of the new sewage pump station and sewer infrastructure in the amount of \$3,224,304.00 with such monies coming from Project No. 17 (OMB# 967090),

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Authorizes the County Mayor or County Mayor's Designee to execute on behalf of Miami-Dade County, Florida a New Business Agreement I.D. No. 23064 entitled: Agreement for Sanitary Sewer Facilities between Miami-Dade County and CP Logistics Westview, LLC, in substantially the form attached hereto and made a part hereof, which Agreement includes, among other things, a provision for the construction of new sewer facilities and a new sewage pump station, for a term of 365 days. Design and construction of the new sewage pump station has been estimated by the County to cost \$3,466,994.00. CP Logistics Westview, LLC will assume responsibility for seven percent of total project costs in the amount of \$242,690.00; the County will assume responsibility for 93 percent of the total project costs in an amount not to exceed \$3,224,304.00.

**Section 2.** Approves the allocation of \$3,224,304.00 from Program No. 17 (OMB # 967090).

**Section 3.** Finds it in the best interest of the County to waive formal bid procedures, pursuant to Section 2-8.1, Section 5.03(d) of the Home Rule Charter, and Section 255.20, Florida Statutes, by two-thirds vote of the Board because CP Logistics Westview, LLC and its contractor are uniquely qualified to undertake the project. CP Logistics Westview, LLC's contractor is currently under contract to perform work that is affiliated with the project. Further, delay of the

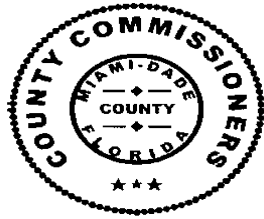
project until such time as the County can construct the project itself will result in higher costs to complete the project and cause undue hardship to the developers constructing and/or intending to construct projects in this area where there is currently deficient sewer infrastructure.

**Section 4.** Authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of February, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis

**WESTVIEW LOGISTICS CENTER, ID# 23064**

**AGREEMENT  
FOR  
SANITARY SEWER FACILITIES  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CP LOGISTICS WESTVIEW, LLC**

**This instrument prepared by:**

**Nora Palou  
New Business Contracting Officer  
Miami-Dade Water and Sewer Department  
3575 S. LeJeune Road  
Miami, Florida 33146-2221**

**WESTVIEW LOGISTICS CENTER, ID# 23064**

**THIS AGREEMENT**, made and entered into at Miami-Dade County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and **CP LOGISTICS WESTVIEW, LLC**, a Delaware limited liability, hereinafter designated as the "**DEVELOPER**", whose mailing address is: 7887 East Belleview Avenue, Suite 475, Denver, Colorado 80111.

**WITNESSETH:**

**WHEREAS**, the **Miami-Dade Water and Sewer Department**, hereinafter designated as the "**DEPARTMENT**", operates the sewer system owned by the **COUNTY**; and

**WHEREAS**, the **CITY OF NORTH MIAMI**, hereinafter designated as the "**CITY**", operates the water system owned by the **CITY**, which is a volume sewer customer of the **COUNTY**; and

**WHEREAS**, the **CP Logistics Westview, LLC**, is the Developer ("**Developer**") of those certain parcels of land located within the boundaries of the **CITY** ("**Exhibit A**"); and

**WHEREAS**, the **Westview Logistics Center** project (the "**Project**") currently contemplates the development 643,294 square feet of Industrial warehouse, and 160,823 square feet of office building; and

**WHEREAS**, the **COUNTY's** Board of County Commissioners (**BCC**) adopted Resolution R-597-13 requiring the development of a plan to extend sewer service to major commercial and industrial corridors, including the **NW 27 Avenue Corridor** in which the proposed project area is located; and

**WHEREAS**, the **DEPARTMENT** conducted a study to determine water and sewer infrastructure needs and identified, among other things, the infrastructure and pumping station that will be used for the **DEVELOPER's** "**Project**" as part of the sewer improvement projects priorities; and

**WHEREAS**, the **COUNTY**, through Resolution Number R-537-14 earmarked \$126 million in General Obligation Bond ("**GOB**") funds for performance of the sewer improvement project priorities, including the infrastructure and new public sewage pumping station that will be used for service to the **DEVELOPER's** **Project**; and

**WHEREAS**, based on a Hydraulic modeling flow analysis conducted by the **COUNTY** (see Exhibit "**D**"), the **COUNTY** has determined that the **DEVELOPER's** **Project**

**WESTVIEW LOGISTICS CENTER, ID# 23064**

will contribute 7% of the total flow to the new infrastructure and sewage pumping station that will be built; and

**WHEREAS**, the **DEVELOPER** is willing to construct and install offsite sewer improvements, including a new public sewage pumping station, to be conveyed to the **COUNTY**, which will provide service to the Project as well as a new service area that has not been served previously by the **DEPARTMENT**; and

**WHEREAS**, the **COUNTY** is willing to cost share the construction of the offsite sewer improvements, including a new sewage pumping station, by utilizing a portion of the allocated **GOB** funds for design and construction of the new infrastructure and public sewage pumping station that will be used to provide service to the **DEVELOPER**'s Project; and

**WHEREAS**, the **DEPARTMENT** reviewed and approved an estimate from the **DEVELOPER**'s contractor, which estimated the total cost for the infrastructure improvements, including the design and construction of a new public sewage pumping station, is approximately three million four hundred sixty-six thousand nine hundred ninety-four dollars (\$3,466,994.00) (see Exhibit "E"); and

**WHEREAS**, only 17% of the **GOB** funds can be allocated to cover soft costs, including design and administrative project costs as stated in the **GOB** Administrative Rules; and

**WHEREAS**, in order to address the flow it will contribute to the new infrastructure and new public sewage pumping station based on the **COUNTY**'s Hydraulic modeling flow analysis (see Exhibit "D"), the **DEVELOPER** is willing to pay seven percent (7%) of the total cost of offsite sewer improvements, including the cost of the new public sewage pumping station; and

**WHEREAS**, based on the estimate provided by the **DEVELOPER**'s Contractor, seven percent (7%) of the total cost of the new infrastructure and new public sewage pumping station, is two hundred forty-two thousand six hundred ninety dollars (\$242,690.00); and

**WHEREAS**, the **COUNTY** will contribute ninety-three percent (93%) of the total cost of the new infrastructure and new public sewage pumping station based on the estimated cost provided by the **DEVELOPER**'s contractor, which amount shall not exceed three million two hundred twenty-four thousand three hundred four dollars (\$3,224,304.00); and

**WHEREAS**, in order to have the **DEVELOPER** design and construct the infrastructure improvements, including the new public sewage pumping station, the County's Board of County Commissioners will need to approve a bid waiver; and

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **DEVELOPER'S PROPERTY.** The DEVELOPER owns a certain tract of land in Miami-Dade County, Florida, which is legally described in Exhibit "A" attached hereto and made a part hereof, hereinafter sometimes described as the "DEVELOPER'S property". The DEVELOPER has requested that the DEPARTMENT render sewer service to the DEVELOPER'S property and the COUNTY agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No order or directive given by the COUNTY or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **DEVELOPER ACKNOWLEDGMENT.** The DEVELOPER hereby acknowledges and agrees that any right to connect the DEVELOPER'S property to the COUNTY'S sewage system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the COUNTY and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The CITY will provide an adequate domestic water supply for the DEVELOPER'S property, and the COUNTY will receive and dispose of sanitary sewage from the DEVELOPER'S property. The DEVELOPER shall pay sewer connection charges for all those units to be constructed on the DEVELOPER'S property subject to the limitations specified herein. The DEVELOPER acknowledges that, to the extent that water or sewer service will ultimately be rendered to the DEVELOPER'S property by a volume customer, the DEVELOPER is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the COUNTY, the DEVELOPER acknowledges that it is a new retail customer of the COUNTY and accordingly also liable for payment of connection charges. The DEVELOPER may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the COUNTY provides water service to the DEVELOPER'S property and a volume customer provides sewer service, or vice-versa. The connection



charges are based on the average daily gallons for the various building units and/or use as shown on Exhibit "B" attached hereto and made a part hereof, and as revised by the COUNTY from time to time, multiplied by the applicable rates established by the COUNTY. The DEVELOPER intends to connect to the CITY'S water system and the COUNTY'S sewer system six hundred forty-three thousand two hundred ninety-four (643,294) square feet of industrial (warehouse) and one hundred sixty thousand eight hundred twenty-three (160,823) square feet of office space. Therefore, the agreed total average daily gallonage is fourteen thousand four hundred seventy-four (14,474) gallons, resulting in combined water and sewer connection charges in the amount of one hundred one thousand one hundred seventy-three dollars and twenty-six cents (\$101,173.26). However, the water and sewer connection charges shall be calculated at the rate in effect at the time of actual connection to the COUNTY'S sewer system. The DEPARTMENT'S current connection charge rates are one dollar and thirty-nine cents (\$1.39) for water and five dollars and sixty cents (\$5.60) per gallon per day for sewer. The water and sewer connection charges are subject to revision by the Board of County Commissioners at any time. The DEVELOPER shall pay fees and/or charges specified herein at the time of execution of this Agreement. The DEPARTMENT shall not, under any circumstances, render sewer service to the DEVELOPER'S property until such time as the fees and/or charges specified herein have been paid in full.

5. **OTHER USES ON THE PROPERTY.** If the DEVELOPER constructs buildings other than those outlined in paragraph 4 above, or otherwise changes the use of structures built such that paragraph 4 is no longer an accurate description of the uses at the DEVELOPER'S property, the COUNTY shall determine if additional capacity is needed, as calculated using Exhibit "B" attached hereto and as revised by the COUNTY from time to time. If additional capacity is required, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be required to be paid by the DEVELOPER. If requested by the DEPARTMENT, the DEVELOPER shall provide the COUNTY a list of all tenants and building units and/or use prior to the rendition of sewer service by the COUNTY for the DEVELOPER'S property.

6. **POINTS OF CONNECTION.** The property is located in the water service area of the City of North Miami. The DEPARTMENT shall provide points of connection to the DEVELOPER based on the project as specified in the Agreement. The DEVELOPER shall provide plans for the DEPARTMENT'S review based on the points of connection. Points of connection shall not be changed without prior approval by the DEPARTMENT.

7. **PAYMENT FOR OFFSITE SEWER IMPROVEMENTS AND NEW PUBLIC SEWAGE PUMPING STATION.** The DEVELOPER will construct and install offsite sewer improvements to include the offsite force main from the new pumping station to 119<sup>th</sup> Street and N.W. 32<sup>nd</sup> Avenue; the offsite sanitary sewer improvements with sixteen (16') inch influent pipe with two upstream manholes; and new triplex submersible sewage pumping station to include: new rectangular wet-well; new valve vault structure including all the associated piping and fitting; three (3) new submersible pumps with associated piping; hardware and controls; (flygt pump model NP.3202 HT with 60 horsepower motors); new control panel with associated

instrumentation and SCADA. The total cost of proposed offsite sewer improvements, including the new sewage pumping station is three million four hundred sixty-six thousand nine hundred ninety-four dollars (\$3,466,994.00). (See Exhibit "E"). The cost of the new public sewage pumping station has been estimated by the **DEVELOPER's** contractor, and approved by the **COUNTY**, as one million five hundred thousand (\$1,500,000). All costs of the construction of offsite sewer improvements and the new public sewage pumping station will be shared by the **DEVELOPER** and the **COUNTY** as follows:

- a. The **DEVELOPER** will be responsible for the seven percent (7%) of the total cost or approximately two hundred forty-two thousand six hundred ninety dollars (\$242,690.00), which amount represents 7% of the flow contribution of the Project to the total flow of the new public sewage pumping station as determined by the Hydraulic modeling flow analysis (See Exhibit "D"); and
- b. The **COUNTY** will be responsible for reimbursing ninety-three percent (93%) of the cost of such construction and new public sewage pumping station, which amount shall not exceed three million two hundred twenty-four thousand three hundred four dollars (\$3,224,304.00).

The **DEVELOPER** is responsible for assuming all additional costs not included in provided work description as estimated and presented on Exhibit "E" attached hereto. The **DEVELOPER** shall receive and accept the compensation from the **COUNTY** as herein provided in one lump sum payment when said facilities are properly conveyed to the **COUNTY** and said sewer facilities are placed into service. Payment will be made within ninety (90) days following receipt of an invoice following completion and upon submittal of all required documentation including, but not limited to, release of liens to the **COUNTY**. Additional cost payables submittals are nonnegotiable and will be not subject to cost sharing by the **COUNTY**.

8. **GENERAL OBLIGATION BOND (GOB) FUNDS PAYMENTS.** The **DEPARTMENT** has allocated **GOB** funds for the cost sharing of the new infrastructure and new public sewage pumping station that will be utilized to provide service to the **DEVELOPER's** Project as follows:

- Project 1047; Sub Project 10300, Fund EW647-Wastewater Commercial Corridors Economic development- Gravity and Force Mains
- Project 1047, Sub Project 103001, Fund EW647 and FUT-S – Wastewater Commercial Corridors Economic Development – Pump Stations

The **DEVELOPER** hereby acknowledges and agrees that, in accordance with the **GOB** requirements set forth in the **GOB** Administrative Rules, only 17% of the **GOB** money allocated for this Project can be spent on soft costs, including design and administration of the Project. The **DEPARTMENT** will monitor compliance with **GOB** Administrative Rules by reviewing payment requests and other Project documentation to ensure that the soft costs do not exceed said limit.

9. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **DEVELOPER** at its own cost and expense shall cause to be designed, constructed and installed all of the necessary sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, fire lines,

service connections, service lines, shutoffs, meter boxes, air release valves, gravity sewer mains, laterals, manholes, sewer force mains, sewage pumping station and equipment, and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the DEPARTMENT'S "Rules and Regulations" for sewer service, shall be in accordance with the latest revision of the DEPARTMENT'S "Design and Construction Standard Specifications and Details", and shall be subject to approval by the DEPARTMENT.

10. **INSPECTION.** The COUNTY shall have the right but not the obligation to make engineering inspections of all the construction work performed by the DEVELOPER under the terms of this Agreement including private facilities not to be conveyed to the COUNTY. Such inspections shall not be construed to constitute any guarantee on the part of the COUNTY as to the quality and condition of materials and workmanship. Any inspections by the DEPARTMENT shall not relieve the DEVELOPER of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the DEPARTMENT shall not relieve the DEVELOPER of responsibility for the quality and condition of materials and workmanship.

11. **TESTS.** During construction and at the time when various tests are required, the COUNTY'S engineer or its authorized representative, together with the DEVELOPER'S engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The DEVELOPER shall notify the COUNTY a minimum of twenty-four (24) hours in advance of the tests.

12. **CONSTRUCTION MEETINGS.** The COUNTY reserves the right to schedule construction meetings with the DEVELOPER'S representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the COUNTY with respect to project related matters upon twenty-four (24) hours notice.

13. **SUBCONTRACTORS AND CONSULTANTS.** The COUNTY reserves the right, at any time, to bar any subcontractor or consultant employed by the DEVELOPER from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the COUNTY. In the event the COUNTY rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The DEVELOPER shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the COUNTY.

14. **COMPLIANCE WITH ALL LAWS.** The DEVELOPER, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

15. **APPROVALS AND PERMITS.** The DEVELOPER shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade

County. The DEVELOPER is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

16. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the COUNTY be named as permittee for certain construction activities even though the DEVELOPER or the DEVELOPER'S contractor will actually perform the work. To insure that the COUNTY will incur no costs or liability as a result of being named permittee on such permits, the DEVELOPER shall provide sufficient security as acceptable to the COUNTY which shall indemnify and protect the COUNTY from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the DEVELOPER pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the COUNTY'S cost estimate for the permit work. The DEVELOPER shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the DEPARTMENT shall be entitled to pay said claims from the security. The DEVELOPER shall be liable for all costs in excess of the security.

17. **TELEMETERING CONSTRUCTION CONNECTION CHARGE.** The DEVELOPER shall pay a sewer construction connection charge to the COUNTY in the amount of seven thousand five hundred and fifty dollars (\$7,550.00) for the installation by the COUNTY of telemetering equipment for the sewage pumping station to be constructed by or for the DEVELOPER. The DEPARTMENT shall not, under any circumstances, render sewer service to the DEVELOPER'S property until such time as the construction connection charge(s) specified herein have been paid in full.

18. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, sewer service to be rendered by the COUNTY is subject to the following:

- a. Issuance of a valid operation permit by the State of Florida for the COUNTY'S sewage treatment facility serving the DEVELOPER'S property which allows additional connections,
- b. Sufficient available capacity in the COUNTY'S sewer system and connection approval, as specified in paragraph 3 herein,

However, in no event will the COUNTY be obligated to supply any more sewage treatment capacity in any one year than is called for by the building connection schedule attached hereto and made a part hereof as Exhibit "C". Any variation from said connection schedule which results in increased yearly demand on the sewage treatment facility capacity of the COUNTY not specifically provided for in Exhibit "C" shall be subject to the written approval and consent of the DEPARTMENT and shall be dependent on the various restrictions placed on the disposal of sewage by local, state and federal government agencies and the physical limitations on the COUNTY'S treatment capacity. If the DEVELOPER does not utilize the yearly amount of sewage treatment facility allocation specified in Exhibit "C", said amount will be available to the DEVELOPER in the next calendar year subject to the limitations and provisions specified herein.

19. **ALLOCATION OF CAPACITY.** The COUNTY agrees to include the aforesaid allocation in its regional sanitary sewer system, once the DEVELOPER is granted necessary sewer allocation, as specified in paragraph 4 hereinabove. However, it is mutually agreed and understood by the COUNTY and the DEVELOPER that the allocation of capacity by the COUNTY does not guarantee the ability of the COUNTY to receive and dispose of sewage originating from the DEVELOPER'S property. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the DEVELOPER agrees that the COUNTY shall not be liable or in any way responsible for any costs, claims or losses incurred by the DEVELOPER as a result of actions by regulatory bodies, which are related to capacity allocation.

20. **SEWAGE PUMPING STATION JOINT USERS.** The DEVELOPER shall convey to the COUNTY fee simple title to the property on which the public sewage pumping station is situated. The required site dimensions for pump stations are of 45-ft.x65-ft., the site shall be deeded to the COUNTY, and must be shown on plat, having direct access to either dedicated public (Right of Way) RAW or to ingress-egress paved access and utility easement with a minimum width of 20-ft.

21. **FACILITIES EASEMENTS.** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a fifteen (15) foot wide easement for sewer facilities, with a twenty-five (25) foot minimum vertical clearance above the finished grade. The DEPARTMENT shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the COUNTY by the DEVELOPER prior to the COUNTY'S rendition of sewer service to the DEVELOPER'S property. The DEVELOPER may not place any pavers or other structures in an easement area which would prevent the DEPARTMENT, at its sole discretion, from making full use of the easement, and the DEVELOPER shall remove same, at the DEVELOPER'S cost, at the direction of the COUNTY. The DEVELOPER may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the DEPARTMENT, in the event that such pavers or other structures need to be removed in order for the DEPARTMENT to make use of the easement; the DEVELOPER places such pavers or other structures in the easement area at its own risk, and the DEPARTMENT shall not be liable for any costs incurred by the DEVELOPER in replacing any such pavers or other structures removed by the DEPARTMENT.

22. **CONVEYANCE OF TITLE.** Conveyance of all easements and fee simple title shall be by separate instruments in recordable form as approved by the COUNTY and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the DEVELOPER is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the COUNTY. The opinion shall also state that upon execution by the DEVELOPER, a valid and enforceable easement and/or fee simple title will be vested to

the COUNTY. The DEVELOPER shall pay for all recording fees and for all documentary stamps. The DEVELOPER shall convey to the COUNTY fee simple title to the property on which the public sewage pumping station, to be owned by the COUNTY, is situated, subject only to title exceptions and restrictions that are acceptable to the COUNTY. The land so conveyed shall be sufficient for ownership and proper operation by the COUNTY of said station. The details for all conveyances are specified herein. Failure of the DEVELOPER to provide proper conveyances shall be cause for the COUNTY to refuse to render service to the DEVELOPER'S property.

23. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the sewer facilities contemplated herein for COUNTY ownership, the COUNTY shall provide a conveyance package for execution by the DEVELOPER. The properly executed documents shall be delivered to and accepted by the COUNTY prior to the rendition of sewer service by the COUNTY. The DEVELOPER shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and lien waivers, releases, or satisfactions from all persons who performed work on the DEVELOPER'S property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the DEVELOPER shall furnish the COUNTY with as-built drawings which meet the requirements set forth in the latest revision of the DEPARTMENT'S "Rules and Regulations and shall be in accordance with the latest revision of the DEPARTMENT'S "Design and Construction Standard Specifications and Details", and shall be subject to approval by the DEPARTMENT. Approval by the COUNTY of all required documents and drawings shall constitute final acceptance by the COUNTY of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the COUNTY and under the exclusive control and operation of the COUNTY.

24. **PERFORMANCE AND PAYMENT BOND.** The DEVELOPER, its contractor or subcontractor shall post a Performance and Payment Bond for the full amount of the contract to construct the offsite sewer improvements and new sewage pumping station as security for the faithful performance of this Agreement and to ensure payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Payment Bond shall be delivered to the COUNTY for approval prior to the start of any construction or the incorporation of any materials in connection therewith. The Performance and Payment Bond shall have as the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write a bond of such character and amount under the laws of the State of Florida. A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better or be acceptable to the COUNTY and a Financial Category of Class "V" or better or be acceptable to the COUNTY. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power-of-attorney authorizing him to do so. The Performance and Payment Bond shall be written with the DEVELOPER'S contractor as "Principal" and the COUNTY as sole "Obligee". In the alternative, the DEVELOPER or Fee Owner, as applicable, may be named as "Principal" and the COUNTY as "Obligee". Provisions set forth in Section 255.05, Florida Statutes shall be applicable to all conditions of the Performance and Payment Bond. The Performance and Payment Bond shall remain in force and effect until such time that construction of the

new sewage pumping station is completed and properly conveyed to and accepted by the COUNTY.

25. **WARRANTY AND MAINTENANCE BOND.** The DEVELOPER warrants that the sewer facilities to be owned by the COUNTY shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the COUNTY. Simultaneously with the conveyance of the sewer facilities, the DEVELOPER shall deliver to the COUNTY an executed maintenance bond or alternate security deposit acceptable to the DEPARTMENT, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the COUNTY of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

<u>Types of Facilities</u>	<u>Percentage of Actual Construction Cost</u>
Sewer force mains	25
Gravity sewers	50
Sewage pumping stations, and related facilities	100

The bonds shall have as the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better or be acceptable to the COUNTY. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the DEVELOPER'S contractor as "Principal" and the DEVELOPER and the COUNTY as "Co-obligees" or the COUNTY as sole "Obligee". In the alternative, the DEVELOPER may be named as "Principal" and the COUNTY as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the COUNTY of the work done pursuant to this Agreement to protect the COUNTY against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the DEVELOPER'S property at the time of conveyance, the COUNTY shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the COUNTY, the DEVELOPER shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the COUNTY shall make such repairs and/or replacements of defective work and/or materials and the DEVELOPER and/or its Surety shall be liable to the COUNTY for all costs arising therefrom. The DEVELOPER also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment.

26. **TERM OF AGREEMENT.** Both the DEVELOPER and the COUNTY recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the DEVELOPER fails to comply with any of the following conditions, where applicable:

- a. After execution of this Agreement, work on the sewer facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the DEPARTMENT for review and approval, and, upon the DEPARTMENT'S issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the sewer facilities throughout the day on each full working day, weather permitting.
- b. Once the DEVELOPER commences work on the sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days.
- c. The remedies specified herein are cumulative with and supplemental to any other rights which the COUNTY may have pursuant to the law or any other provision of this agreement.

27. **INDEMNIFICATION CLAUSE.** The DEVELOPER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the DEVELOPER or its employees, agents, servants, partners, principals, contractors and/or subcontractors. The DEVELOPER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The DEVELOPER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the DEVELOPER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement.

28. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other industrial disturbances; wars, blockades, acts of public enemies, insurrections, riots; federal, state, county and local governmental restraints and restrictions; military action, civil disturbances, explosions; conditions in federal, state, county and local permits; bid



protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise; and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

29. **SERVICE CHARGES.** The DEVELOPER agrees to pay to the COUNTY the prevailing service charges for sewage collection and disposal within the DEVELOPER'S property as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the COUNTY'S regulations.

30. **USE OF FACILITIES BY COUNTY.** The COUNTY reserves the right to make full use of the sewer facilities to be owned by the COUNTY as contemplated herein to serve other customers at any time.

31. **OPINION OF TITLE.** With the execution of this Agreement, the DEVELOPER at its own expense shall deliver to the DEPARTMENT an opinion of title for the DEVELOPER'S property, issued by a qualified attorney licensed to practice law in the State of Florida, which states that the DEVELOPER owns fee simple title to the property referred to herein.

32. **ASSIGNMENT OF AGREEMENT.** No right to any sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the DEPARTMENT or his designee except as noted below. The consent of the DEPARTMENT shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the DEPARTMENT for assignments or transfers of any sewage disposal capacity allocation to any party who holds such property as an investment for resale or who intends to develop for sale a portion of the DEVELOPER'S property, so that the COUNTY can adequately determine the demand for sewage disposal capacity and plan for the fair and equitable allocation of sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the DEPARTMENT. If the DEVELOPER'S property is transferred or conveyed, the DEVELOPER shall remain liable to the COUNTY for all sums of money and all obligations due hereunder unless released in writing by the COUNTY.

33. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the DEVELOPER and the COUNTY and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the DEVELOPER and the COUNTY.

34. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page 2 of this Agreement or addresses otherwise properly furnished.

35. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The DEVELOPER shall pay all recording fees.

36. **FLORIDA LAW.** This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

37. **SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

38. **CBE/CSBE PROGRAMS.** The DEVELOPER and its contractors and subcontractors shall be subject to the requirements of the Code of Miami-Dade County, Section 2-10.4.01, which provides for the Community Business Enterprise (CBE) Program for Architectural, Engineering, Landscape Architectural, and Surveying and Mapping Professional Services, and Section 10-33.02 of the Code of Miami-Dade County, which provides for the Community Small Business Enterprise (CSBE) Program. Prior to advertisement and entering into any design or construction contract for construction of the new pump station and offsite sewer improvements using any County funds, the DEVELOPER shall deliver the proposed contract and design and construction package to the Small Business Division of the Internal Services Department of the County ("SBD") for a determination and recommendation (in consultation with the DEVELOPER) to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD (the "Applicable Measures"). The DEVELOPER shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities. The DEVELOPER shall incorporate in all design and development contracts the prompt payment provisions contained in the County Code with respect to SBE entities. The DEVELOPER agrees to include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. The DEVELOPER shall comply with the SBE requirements during all phases of construction of the new pump station and offsite sewer improvements that utilize County funds.

WESTVIEW LOGISTICS CENTER, ID# 23064

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

\_\_\_\_\_  
signature

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

**Sandra P. Alvarez, New Business Manager**

\_\_\_\_\_  
print name

**For: Lester Sola, Director  
Miami-Dade Water and Sewer Department**

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by **Sandra P. Alvarez, New Business Manager**, for **Lester Sola, Director**, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

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

\_\_\_\_\_  
print name

\_\_\_\_\_  
Serial Number

WESTVIEW LOGISTICS CENTER, ID# 23064

WITNESSETH:

CP LOGISTICS WESTVIEW, LLC.  
A DELAWARE LIMITED LIABILITY COMPANY

By: CP LOGISTICS PLATFORM, LLC.  
A DELAWARE LIMITED LIABILITY  
COMPANY, ITS SOLE MEMBER

By: PANATTONI CLP, LLC, A DELAWARE  
LIMITED LIABILITY COMPANY, ITS  
ADMINISTRATOR

By: PANATTONI CLP OPERATOR, LLC.  
A DELAWARE LIMITED LIABILITY  
COMPANY, ITS MANAGER

Rebecca Orig  
signature

By: [Signature]  
signature

William Bullen, Vice President

Rebecca Orig  
print name

[Signature]  
signature

Nick Eumrich  
print name

STATE OF Colorado  
COUNTY OF DEAN

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day  
of October, 2017, by William Bullen, as Vice President of Panattoni CLP  
Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP  
Logistics Platform, LLC, as the Sole Member of CP LOGISTICS WESTVIEW, LLC, A  
Delaware limited liability company, on behalf of the limited liability company. He is  
personally known to me or has produced a valid driver's license as identification.

Robin M Sanderson  
Notary Public

Robin M Sanderson  
print name

Serial Number

Approved for Legal Sufficiency:

Assistant County Attorney

ROBIN M SANDERSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20014020587  
MY COMMISSION EXPIRES 07/03/2021

EXHIBIT "A" OF AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CP LOGISTICS WESTVIEW, LLC

LEGAL DESCRIPTION

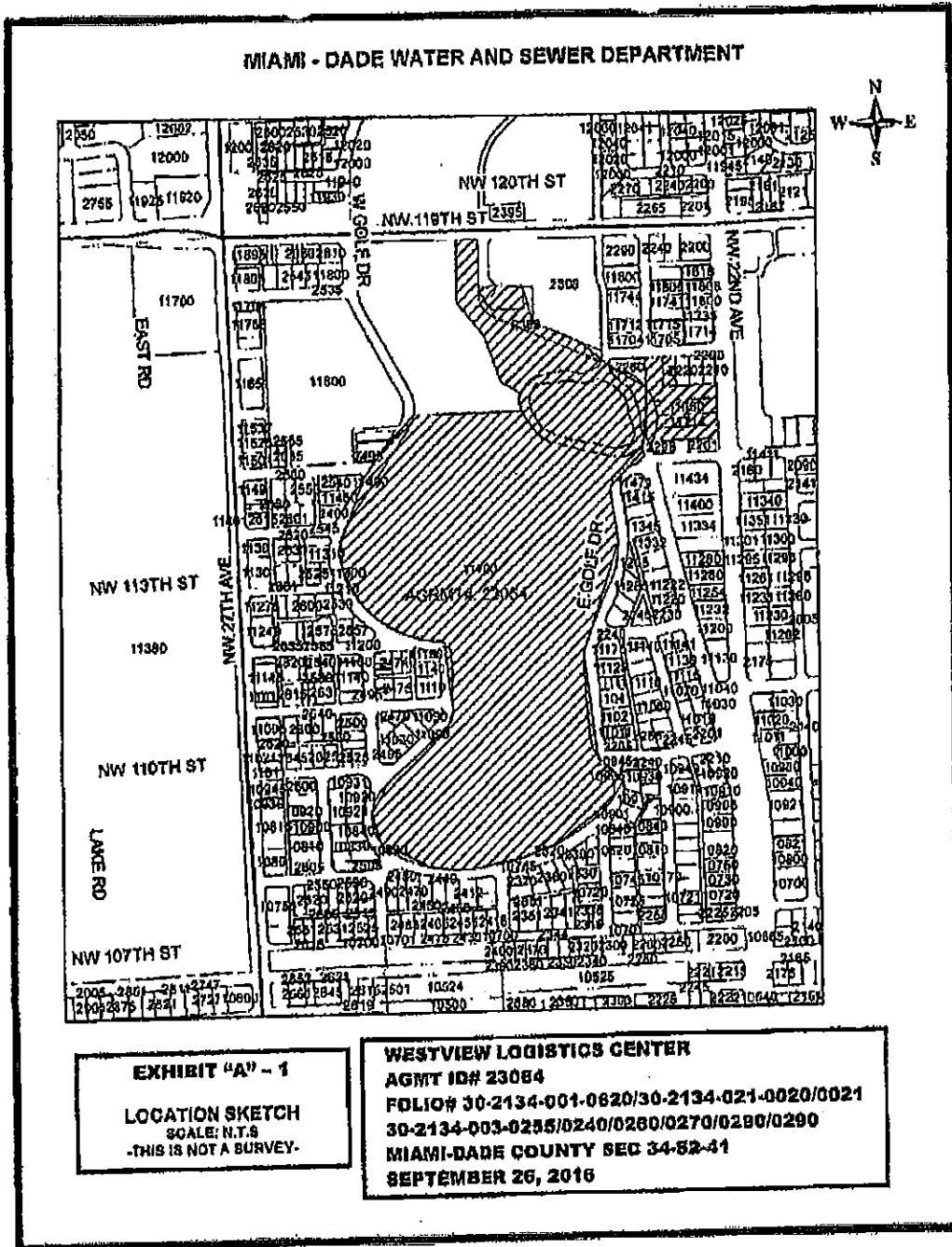
A portion of the West 1/2 of Section 34, Township 52 South, Range 41 East including portions of the plat of "REDI DATA SUBDIVISION" as recorded in Plat Book 127 at Page 84 and including portions of the plat of "HALOCK NO. 2" as recorded in Plat Book 46 at Page 25, both of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 34; thence North 89 degrees 26 minutes 27 seconds East, along the North line of said Section 34, for 899.10 feet; thence South 02 degrees 15 minutes 33 seconds East for 178.07 feet to a Point on a circular curve; thence Southeasterly, along a circular curve to the left, concave to the East, having a radius of 890.00 feet and a central angle of 28 degrees 00 minutes 00 seconds for an arc distance of 416.38 feet to a Point of Tangency; thence South 30 degrees 15 minutes 33 seconds East for 278.42 feet to the Point of Beginning of the following described parcel of land; thence continue South 30 degrees 15 minutes 33 seconds East for 83.17 feet to a Point of Curvature; thence Southeasterly, Southerly and Southwesterly, along a circular curve to the right, concave to the West, having a radius of 200.00 feet and a central angle of 64 degrees 10 minutes 00 seconds for an arc distance of 223.88 feet to a Point of Tangency; thence South 33 degrees 54 minutes 28 seconds West for 561.31 feet to a Point of Curvature; thence Southwesterly, Southerly and Southeasterly along a circular curve to the left, concave to the East, having a radius of 400.00 feet and a central angle of 78 degrees 08 minutes 30 seconds for an arc distance of 831.67 feet to a Point of Tangency; thence South 42 degrees 14 minutes 01 seconds East for 67.80 feet to a Point of Curvature; thence Southeasterly, along a circular curve to the left, concave to the Northeast, having a radius of 450.00 feet and a central angle of 39 degrees 01 minutes 30 seconds for an arc distance of 308.60 feet to a Point of Tangency; thence South 01 degree 18 minutes 32 seconds East for 98.10 feet to a Point of Curvature; thence Easterly and Southeasterly, along a circular curve to the right, concave to the Southwest, having a radius of 100.00 feet and a central angle of 79 degrees 00 minutes 00 seconds for an arc distance of 137.88 feet to a Point of Tangency; thence South 02 degrees 15 minutes 31 seconds East for 274.42 feet to a Point of Curvature; thence Southwesterly along a circular curve to the right, concave to the Northwest, having a radius of 200.00 feet and a central angle of 49 degrees 00 minutes 00 seconds for an arc distance of 171.04 feet to a Point of Tangency; thence South 46 degrees 44 minutes 20 seconds West for 421.95 feet to a Point of Curvature; thence Southwesterly, Southerly and Southeasterly, along a circular curve to the left, concave to the East, having a radius of 250.00 feet and a central angle of 123 degrees 40 minutes 00 seconds for an arc distance of 539.80 feet to a Point of Tangency; thence South 70 degrees 53 minutes 31 seconds East for 58.08 feet to a Point of Curvature; said last described 16 courses being along the Easterly right-of-way line of "Golf Drive West", as shown on the plat of "GOLF PARK SECTION 2" as recorded in Plat Book 23 at Page 46 of the Public Records of Miami-Dade County, Florida; thence Easterly, along a circular curve to the left, concave to the North, having a radius of 1150.00 feet and a central angle of 62 degrees 20 minutes 00 seconds for an arc distance of 1050.40 feet to a Point of Tangency; said last described course being;

**WESTVIEW LOGISTICS CENTER, ID# 23084**

along the Northerly right-of-way line of the unimproved roadway as shown Northerly of Blocks 88 and 89 of the said plat of "GOLF PARK SECTION 2"; thence North 50 degrees 41 minutes 29 seconds East for 37.47 feet to a Point of Curvature; thence Northerly, along a circular curve to the left, concave to the West, having a radius of 200.00 feet and a central angle of 80 degrees 10 minutes 30 seconds for an arc distance of 311.93 feet to a Point of Tangency; thence North 88 degrees 32 minutes 01 seconds West for 80.00 feet to a Point of Curvature; thence Northerly, along a circular curve to the right, concave to the East, having a radius of 200.00 feet and a central angle of 33 degrees 51 minutes 30 seconds for an arc distance of 116.48 feet to a Point of Tangency; thence North 04 degrees 35 minutes 30 seconds West for 412.15 feet to a Point of Curvature; thence Northerly along a circular curve to the right, concave to the East, having a radius of 305.00 feet and a central angle of 25 degrees 30 minutes 00 seconds for an arc distance of 141.07 feet to a Point of Tangency; thence North 27 degrees 54 minutes 30 seconds East for 305.30 feet to a Point of Curvature; thence Northerly, along a circular curve to the left, concave to the West, having a radius of 700.00 feet and a central angle of 30 degrees 47 minutes 20 seconds for an arc distance of 449.48 feet to a Point of Tangency; thence North 14 degrees 52 minutes 51 seconds West for 55.76 feet to a Point of Curvature; thence Northerly and Northeasterly, along a circular curve to the right, concave to the Southwest, having a radius of 150.00 feet and a central angle of 84 degrees 17 minutes 20 seconds for an arc distance of 220.07 feet to a Point of Tangency; thence North 09 degrees 24 minutes 20 seconds East for 03.90 feet to a Point of Curvature; thence Northerly, along a circular curve to the left, concave to the Northwest, having a radius of 150.00 feet and a central angle of 56 degrees 14 minutes 30 seconds for an arc distance of 147.47 feet to a Point of Tangency; thence North 13 degrees 15 minutes 55 seconds East for 2.70 feet to the Southwest corner of Lot 9, Block 3 as shown on the said plat of "HALOOK NO. 2"; said last described 13 courses being along the Westerly right-of-way line "Golf Drive East", as shown on the said plat of "GOLF PARK SECTION 2"; thence North 80 degrees 08 minutes 07 seconds East, along the South line of said Lot 9, Block 3, as shown on the said plat of "HALOOK NO. 2", for 354.81 feet; thence North 01 degrees 00 minutes 03 seconds West, along a line that is parallel, with said 60.00 feet West of the East line of the Northwest 1/4 of said Section 34 for 300.00 feet; thence South 88 degrees 00 minutes 07 seconds West, along the North line of Lot 6, Block 3 as shown on the said plat of "HALOOK NO. 2", for 388.21 feet; to a point on the next described circular curve, said point bears North 52 degrees 51 minutes 30 seconds East from the radius point of the following described circular curve; thence Northerly, along said circular curve to the left, concave to the Southwest, having a radius of 300.00 feet and a central angle of 01 degrees 28 minutes 00 seconds for an arc distance of 149.59 feet to a Point of Tangency; thence North 65 degrees 33 minutes 31 seconds West for 118.92 feet; said last described two courses being along the Westerly right-of-way line of said "Golf Drive East" as shown on the said plat of "GOLF PARK SECTION 2"; thence North 00 degrees 51 minutes 40 seconds West for 68.66 feet; thence North 64 degrees 30 minutes 31 seconds West for 403.59 feet; thence North 01 degree 51 minutes 22 seconds West for 105.07 feet; thence South 09 degrees 24 minutes 08 seconds West for 215.07 feet; said last described four courses being along Northerly and Easterly limits of the said plat of "REDI DATA SUBDIVISION"; thence South 74 degrees 48 minutes 38 seconds West, radial to the next described circular curve, for 47.32 feet to a point on said circular curve; thence Northerly, along a circular curve to the right, concave to the East, having a radius of 694.00 feet and a central angle of 12 degrees 54 minutes 53 seconds for an arc distance of 201.51 feet to a Point of Tangency; thence North 02 degrees 18 minutes 29 seconds West for 96.04 feet; thence South 89 degrees 28 minutes 27 seconds West, along a line that is 60 feet South of and parallel with the said North line of the said Northwest 1/4 of said Section 34, for 100.04 feet; thence South 02 degrees 18 minutes 29 seconds East for 89.01 feet to a Point of Curvature; thence Southeasterly, along a circular curve to the left, concave to the Northeast, having a radius of 694.00 feet and a central angle of 44 degrees 11 minutes 38 seconds for an arc distance of 708.70 feet to a point on said circular curve; said point bears South 43 degrees 32 minutes 53 seconds West from the radius point of the last described circular curve; thence North 80 degrees 50 minutes 50 seconds West for 554.85 feet to the Point of Beginning, all lying and being in Miami-Dade County, Florida.

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**EXHIBIT "A" - 1**  
**LOCATION SKETCH**  
 SCALE: N.T.S.  
 -THIS IS NOT A SURVEY-

**WESTVIEW LOGISTICS CENTER**  
**AGMT ID# 23064**  
**FOLIO# 30-2134-001-0620/30-2134-021-0020/0021**  
**30-2134-003-0255/0240/0260/0270/0280/0290**  
**MIAMI-DADE COUNTY SEC 34-52-41**  
**SEPTEMBER 26, 2016**

**EXHIBIT "B" OF AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CP LOGISTICS WESTVIEW, LLC**

**SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY**

<b>TYPES OF LAND USES</b>	<b>GALLONS PER DAY (GPD)</b>
<b>RESIDENTIAL LAND USES</b>	
Single Family Residence	220 gpd/unit (under 3,001 sq. ft.)
	320 gpd/unit (3,001-5,000 sq. ft.)
	550 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	180 gpd/unit
Apartment	150 gpd/unit
Mobile Home Residence/Park	180 gpd/unit
Duplex or Twin Home Residence	180 gpd/unit
<b>COMMERCIAL LAND USES</b>	
Barber Shop	15 gpd/100 sq. ft.
Beauty Shop	25 gpd/100 sq. ft.
Bowling Alley	100 gpd/lane
Dentist's Office	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Bar and Cocktail Lounge	20 gpd/100 sq. ft.
Restaurant	
a) Full Service	100 gpd/100 sq. ft.
b) Fast-Food	50 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Hotel or Motel	100 gpd/room
Office Building (County)	5 gpd/100 sq. ft.
Office Building (Other)	5 gpd/100 sq. ft.
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Shopping Center/Mall	
a) Retail/Store	10 gpd/100 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Retail/Store	10 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-In	5 gpd/space
Camper or R.V. Trailer Park	150 gpd/space
Banquet Hall	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.



WESTVIEW LOGISTICS CENTER, ID# 23064

**TYPES OF LAND USES (CONTINUED)**

**GALLONS PER DAY (GPD)**

Car Wash	
a) Hand-Type	350 gpd/bay
b) Automated (drive through)	5,500 gpd/bay
Coin Laundry	145 gpd/washer
Country Club	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart	450 gpd/unit
a) w/ Single Automated Car Wash	1,750 gpd/unit
Health Spa or Gym	10 gpd/100 sq. ft.
Veterinarian Office	20 gpd/100 sq. ft.
Kennel	15 gpd/cage
Marina	60 gpd/slip
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	35 gpd/100 sq. ft.
Pet Grooming	55 gpd/100 sq. ft.
<b>INDUSTRIAL LAND USES</b>	
Airport	
a) Common Area/Concourse	5 gpd/100 sq. ft.
b) Retail/Store	10 gpd/100 sq. ft.
c) Food Service	see restaurant use
House of Worship	10 gpd/100 sq. ft.
Hospital	250 gpd/bed
Nursing/Convalescent Home	150 gpd/bed
Public Park	
a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Other Residential Institution/Facility	CLF: 75 gpd/bed
	JAIL: 150 gpd/bed
	OTHER: 100 gpd/person
School	
a) Day care/Nursery	20 gpd/100 sq. ft.
b) Regular School (with or without cafeteria)	12 gpd/100 sq. ft.
Public Swimming Pool Facility	30 gpd/person
Industrial	
a) Warehouse/Spec. Building	1 gpd/100 sq. ft.
b) Mini Storage	1.5 gpd/100 sq. ft.
c) Industrial - Wet	20 gpd/100 sq. ft.
d) Industrial - Dry	2.5 gpd/100 sq. ft.

**LEGEND:**

gpd - gallons per day  
sq. ft. - square feet

**NOTES:**

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use (e.g., apartment, townhouse, warehouse, etc.).

WESTVIEW LOGISTICS CENTER, ID# 23064

EXHIBIT "C" OF AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CP LOGISTICS WESTVIEW, LLC

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BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
Connect to the County's sewer system:		
643,294 sq-ft of Industrial (warehouse)	6,433	2017 - 2019
160,823 sq-ft of office building	8,041	2017 - 2019

EXHIBIT "D" OF AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CP LOGISTICS WESTVIEW, LLC



MEMORANDUM

To: Andrea I. Etcheverry  
Engineer 1, New Customer Division – Plans Review Section  
Miami-Dade Water and Sewer Department

Co: Maria A. Valdes, GSM, LEED® GA  
Chief, Planning and Modeling Section  
Miami-Dade Water and Sewer Department

Carlos A. Castro, MS  
Engineer 2, Master Planning Section  
Miami-Dade Water and Sewer Department

From: Christopher A. Zevalesky, P.E.,  
Civil Engineer V  
Tetra Tech, Inc. *C. Zevalesky*

Date: September 15 2016

Subject: Westview Logistics Center (Agreement No. 23064)

PROJECT BACKGROUND

Address: 11700 East Golf Drive  
Description: New Construction of 643,204 SF Warehouse and 160,823 SF Office replacing vacant land – proposed public pump station

Average Daily Flow (ADF): 25,424 gpd  
Peak Flow:  $ADF \times 4.61 = 114,938 \text{ gpd} = 79.5 \text{ gpm}$   
Atlas Page(s): H7-A and H7-C  
Points of Connection (POC): Refer to Figure 1

SUMMARY

A hydraulic analysis was completed for the proposed wastewater system serve the development identified as "Westview Logistics Center" located at 11700 East Golf Drive as shown in Figure 1.

Design Flow – Proposed Public Pump Station:

Inflow: 79.5 gpm  
Build Out:  $79.5 + 1,081.5 = 1,161.0 \text{ gpm}$   
Maximum Design Head: 85 feet (31.3 psi) at 5 feet MSL at Point of Connection  
Minimum Design Head: 27 feet (11.7 psi) at 5 feet MSL at Point of Connection  
Requested POC: Existing 20-inch diameter force main (ESS390-4) located at the intersection of NW 32<sup>nd</sup> Avenue and NW 118<sup>th</sup> Street  
Requested Force Main: Proposed 10-inch diameter force main configuration from proposed public pump station to POC

Tetra Tech  
140 West Flagler Street, Suite 1625 Miami, FL 33139  
Tel 305 900 1400 Fax 786 439 0100 [tetratech.com](http://tetratech.com)

**WESTVIEW LOGISTICS CENTER, ID# 23064**

