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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 17, 2013

Agenda Item No. 8(F)(5)

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

From: Carlos A. Gimenez
Mayor

Resolution No. R-1048-13

Subject: Resolution Ratifying Various Actions Related to Capital Improvements Contracts and American Recovery and Reinvestment Act-Funded Contracts, Pursuant to the Economic Stimulus Ordinance, Section 2-8.2.7 of the Code of Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the actions of the County Mayor or County Mayor's designee related to capital improvements projects and the American Recovery and Reinvestment Act of 2009 (ARRA)-funded project identified below and on the attached schedule (Exhibit A); as authorized under Section 2-8.2.7 of the Miami-Dade County Code, also known as the Economic Stimulus Plan (ESP) Ordinance:

Item 1- Recommendation to Award – Miami-Dade County Courthouse Façade Restoration: Requests ratification of a contract award in the amount of $20,134,000, to Mark 1 Restoration Company, for restoration services for the Miami-Dade County Courthouse.

Item 2 – Recommendation to Reject all Bids – Renovation of the Joseph Caleb Center (JCC), New Courthouse Annex/Additions, and New Parking Garage: Requests ratification of the bid rejection for this project. Proposals received, and subsequent negotiations, did not result in a price within the project budget. A new solicitation with an updated scope was issued on October 11, 2013.

Item 3 – Amendment Number One – Design-Build Contract for the Improvements to the existing Cogeneration Facility at the South District Wastewater Treatment Plant: Requests ratification of this amendment, which was necessary to correct scrivener's errors and to ensure consistency between various Articles of the Design-Build Contract and the General Covenants and Conditions section for this project.

Item 4 – Change Order Number One – Construction Contract Preservation of Affordable Housing and Expansion of Home Ownership (Gran Via Apartments): Requests ratification of a 37-day, time-only (non-compensable) Change Order.

Item 5 – Change Order Number One – Construction Contract for the Construction of the Northeast Branch Library. Request ratification of 90-day, time only (non-compensable) Change Order.

Scope

The projects awarded through the ESP Program have a countywide impact.

Fiscal Impact/Funding Source

The fiscal impact and funding sources for each project in this item are detailed in Exhibit A and the other accompanying attachments.

Track Record/Monitoring

The staff assigned to manage these contracts is listed in each respective contract award memorandum.

Background

The purpose of the ESP Program is to expedite competitively-awarded construction contracts and professional services agreements associated with funded capital improvements projects that are: 1) in the Capital Budget, 2) included in Resolution R-851-08, or 3) subsequently added through separate Board approved resolutions.

The ESP Program continues to be an effective way of accelerating the County's capital program by moving funded projects through the contracting approval process. The ESP Program reduces approval timelines by 90 to 120 days for each procurement cycle (advertise solicitations, competitive bids and award of qualifying projects) resulting in time-savings benefits to the implementation of those projects.

Exhibit A and the accompanying attachments include the details of each of the contracts/awards/amendments for which ratification is being requested. Also, as required by Ordinance and when applicable, Exhibit A also includes a summary of the Community Small Business Enterprise, Community Business Enterprise, Disadvantaged Business Enterprise, Community Workforce Program participation; the solicitation method used; and the number of jobs generated, as calculated for ESP projects. Small Business Division staff, recently reassigned to the Internal Services Department, supports the ESP by accelerating the project review and goal analysis process to ensure participation of small businesses on County contracts. All ESP projects are reviewed by the Small Business Division for the application of program measures in the areas of construction, architecture and engineering services.

Each of the projects listed in this item were executed by the County Mayor or County Mayor's designee in accordance with the ESP Ordinance. As such, ratification of these actions by the Board is respectfully requested.

Attachments

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: December 17, 2013

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

SUBJECT: Agenda Item No. 8(F)(5)

Please note any items checked.

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

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **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(F)(5)
12-17-13

RESOLUTION NO. R-1048-13

RESOLUTION RATIFYING VARIOUS ACTIONS OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO CAPITAL IMPROVEMENTS CONTRACTS AND AMERICAN RECOVERY AND REINVESTMENT ACT-FUNDED CONTRACTS, PURSUANT TO THE ECONOMIC STIMULUS ORDINANCE, SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY

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 ratifies the actions of the County Mayor or County Mayor's Designee, as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, in approving the actions listed in the accompanying memorandum and exhibits attached hereto and made a part hereof; and authorizing the County Mayor or County Mayor's designee to exercise all authorities specified in the project's respective contract documents.

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

Rebeca Sosa, Chairwoman **aye**
Lynda Bell, Vice Chair **aye**

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of December, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

Exhibit A
Economic Stimulus Plan
Project Ratification List for Contract Awards

Item	Dept.	Type of Solicitation	Contract Type	Contract No. / Project No.	Project Name	Awarded To	District	Contract Amount	Funding Source/ Index Codes	Fiscal Impact/ Operations and Maintenance Costs	Est. Start Date / Est. End Date	Contract Measures: CSBE	CBE	DBE	CWP	No. of Jobs Generated*	Description
1	ISD	County Bid Process	Invitation to Bid	W30025-C	Miami-Dade County Courthouse Facace Restoration Project	Mark 1 Restoration Company	Located in District 5, but Project is Countywide	$20,134,240	1) Building Better Communities - General Obligation Bond - Capital Asset Series 2004B Bond Proceeds 2) Department Operating Revenue	Unknown	Upon Execution	N/A	N/A	N/A	N/A	119	The restoration work includes repairs to exterior terra cotta façade, repairs to the existing exterior windors, repairs to the plaza, removal/replacement of the exterior light fixtures attached to the terra cotta panels, and removal and replacement of existing flat roof.
2	ISD	County Bid Process	Invitation to Bid	W70308/Z00051-C GOB ESP	Renovation of the Joseph Caleb Center (JCC), New Courthouse Annex/Additions and New Parking Garage	Bid Rejection	Located in District 3, but Project is Countywide	N/A	1) Building Better Communities - General Obligation Bond - Capital Asset Series 2004B Bond Proceeds	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Five bids were received. Negotiations did not result in a price within budget. The County will be reissuing a new solicitation with updated requirements in an attempt to meet the construction criteria.
3	WASD	County Bid Process	PSA for Design Build Services	DB09-WASD-05 ARRA	Design Build Services for Improvements to the Existing Cogeneration Facility at he County's South District Wastewater Treatment Plant	Poole & Kent Company of Florida	Located in District 8, but Project is Countywide	$20,474,369	1) $18,674.369 Wastewater Constrution Bonds-2011 & WASD Revenue Bonds 2) $1.8 Million ARRA Funds	No Fiscal impact	Upon Execution	14%	24%	N/A	N/A	N/A	Amendment One modifies the existing language in four article of the Design-Build Contract and two secions of the General Covenants and Conditions to correct scrivener's errors and to make sure provisions are consistent.
4	ISD	County Bid Process	Invitation to Bid	Z000107 GOB ESP	Construction Contract Preservation of Affordable Housing & Expansion of Home Ownership (Gran Via Apartments)	Siltek Group, Inc	Located in District 11	$9,866,765	1) Building Better Communities - General Obligation Bond - Capital Asset Series 2004B Bond Proceeds 2) Department Operating Revenue	There is no fiscal impact to the County it is 37 non-compensable calendar days	Additional 37 Days	24%	N/A	N/A	N/A	N/A	This Change Order is for a non-compensable time extension of 37 days.
5	ISD	County Bid Process	Invitation to Bid	Z00086 GOB ESP	Construction Contract for the construction of the Northeast Branch Library	Miami Skyline Construction Corp.	Located in District 4	$10,564,891	1) Building Better Communities - General Obligation Bond 2007 Series 2) Miami-Dade Library Taxing District	There is no fiscal impact to the County it is 90 non-compensable calendar days	Additional 90 Days	26%	N/A	N/A	N/A	N/A	This Change Order is for a non-compensable time extension of 90 days.

Total Dollar Value of Awards: $61,040,265 **Total No. of Jobs Generated: 119**

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2013

To: Carlos A. Gimenez
Mayor

From: Lester Sola, Director
Internal Services Department

Subject: Recommendation to Award – Miami-Dade County Courthouse Façade Restoration

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RECOMMENDATION

Approval is recommended for award of *Contract W30025-C, Miami-Dade County Courthouse Façade Restoration Project, to* Mark 1 Restoration Company, the lowest bidder, in an amount not to exceed $20,134,240. This project was added to the Economic Stimulus Plan (ESP) by the Board of County Commissioners (Board) on April 2, 2013 through Resolution R-196-13. Pursuant to the ESP Ordinance, the Mayor has the authority to award ESP projects, subject to ratification by the Board at the next available Board meeting. Additional project details are provided below.

PROJECT NUMBER:	W30025-C GOB ESP
CONTRACT NUMBER:	W30025-C
CONTRACT TITLE:	Miami-Dade County Courthouse Façade Restoration Project
METHOD OF AWARD:	Invitation to Bid to the lowest responsive, responsible bidder.
CONTRACT AMOUNT:	$20,134,240
ADVERTISED VALUE:	$24,000,000

BACKGROUND

An Invitation to Bid was issued under full and open competition for the restoration of the Miami-Dade County Courthouse. This Courthouse is a 25-story structure with a terra cotta facade that occupies an entire city block bounded by West Flagler Street, NW First Avenue, NW First Street, and NW Miami Court. The building was designed by A. Ten-Eyck Brown and August Geiger in 1926 and was constructed in 1928. In 1989, the building was placed on the National Register of Historic Places for its historical and architectural significance. The restoration work for this project includes: repairs to the exterior terra cotta facade, repairs to the existing exterior windows, repairs to the plaza, removal/replacement of the exterior light fixtures presently attached to the terra cotta panels, and removal and replacement of the existing flat roof.

USING/MANAGING AGENCY AND FUNDING SOURCE

Department	Funding Source	Contract Manager
Judicial Administration/Internal Services Department	Building Better Communities - General Obligation Bond (BBC-GOB) Capital Asset Series 2004B Bond Proceeds Department Operating Revenue	Humberto J. Contreras

VENDOR(S) RECOMMENDED FOR AWARD

An Invitation to Bid was issued under full and open competition on March 19, 2013 (attached). The County received three bids for this project. Internal Services Department (ISD) staff reviewed the bids and found that the offer submitted by Mark 1 Restoration Company is the lowest responsive, responsible bidder.

Awardee	Address	Principal
Mark 1 Restoration Company	1021 Maryland Avenue, Dolton, IL 30419	Mark A. Snedden, President

VENDORS NOT RECOMMENDED FOR AWARD

Proposers	Reason for Not Recommending
Graciano Corporation	Vendor's offer was higher than the recommended awardee
Munilla Construction Management, LLC dba MCM	Vendor's offer was higher than the recommended awardee

CONTRACT MEASURES: 16.0 percent - Community Small Business Enterprise Goal
15.2 percent - Community Workforce Program Goal

APPLICABLE WAGE: The solicitation included the Responsible Wage requirement.

LOCAL PREFERENCE: Local Preference was included in the solicitation.

CONSTRUCTION MANAGER: Marc A. Lafrance

Approved

Carlos A. Gimenez
Mayor

7/26/13
Date

Memorandum

MIAMI-DADE COUNTY

CLERK OF THE BOARD
2013 MAR 15 PM 2:37
CLERK, CIRCUIT & COUNTY CT.
MIAMI-DADE COUNTY, FLA.
#1

Date: March 5, 2013

To: Lester Sola
Director
Internal Services Department

From: Miriam Singer, CPPO
Assistant Director
Internal Services Department

Subject: Request to Advertise for Restoration Services for the Miami-Dade County Courthouse Facade Restoration Project, ISD Project No. W30025 GOB, ISD Contract No. W30025-C

Recommendation

This Request to Advertise is recommended for approval pursuant to Section 2-8.1 of the Code of Miami-Dade County. The total construction cost estimate for the Miami-Dade County Courthouse Facade Restoration Project, including roof repairs, exterior lighting, and restoration of the adjacent plaza is $ 26,880,000.

BACKGROUND:

The Miami-Dade County Courthouse is a 25-story structure with a terra cotta facade that occupies an entire city block bounded by West Flagler Street, NW First Avenue, NW First Street, and NW Miami Court. The building was designed by A. Ten-Eyck Brown and August Geiger in 1926 and was constructed in 1928. In 1989, the Miami-Dade County Courthouse was placed on the National Register of Historic Places for its historical and architectural significance.

The exterior terra cotta clad facade has deteriorated due to age and exposure to the elements. In order to analyze the condition and necessary repairs, Miami-Dade County awarded a professional services agreement (PSA) to Wiss Janney and Elster, Associates, Inc. (WJE), through a competitive selection process, on January 31, 2007. The contracted professional services included architectural, structural engineering, materials engineering, sampling, laboratory testing and construction administration. In addition, WJE's scope included on-site investigations, as necessary, to develop a restoration design, inclusive of construction documents required for the repair/restoration of existing deteriorated conditions on the terra cotta facade, the existing windows, and the stone-surfaced plaza.

An evaluation of the facade and plaza began in March of 2007. From these observations, repair concepts, related repair quantities, and preliminary repair details were detailed in a report (copy attached). On June 4, 2012, Miami-Dade County issued an additional work service order to WJE adding the roof replacement and the replacement and relocation of the existing exterior light fixtures presently attached to the exterior terra cotta units to their scope. WJE completed 100% construction documents, and specifications on September 12, 2012, along with an estimate of

associated restoration costs.

Scope

PROJECT NAME: Miami-Dade County Courthouse Facade Restoration Project

PROJECT NO: W30025 GOB

CONTRACT NO: W30025-C

PROJECT DESCRIPTION: The scope of work for this project includes repairs to the exterior terra cotta facade, repairs to the existing exterior windows, repairs to the plaza, removal/replacement of the exterior light fixtures presently attached to the terra cotta panels, and removal and replacement of the existing flat roof.

Terra Cotta Facade Restoration Scope of Work:
In particular, repairs to the terra cotta facade include but are not limited to, providing access to the entire building facade, installing proper protection; removal and resetting of displaced terra cotta units; stabilization of cracked terra cotta units by pinning; replacement of selected distressed terra cotta units with new terra cotta units; replacement of missing original terra cotta ornamentation with replica terra cotta units; installation of through-wall flashing at selected repair areas; cleaning, coating, and supplementing of existing vertical and lateral support steel; replacement of severely corroded steel shelf angles and components; repointing of selected mortar joints; repairs to terra cotta glaze at selected locations; installation of horizontal and vertical expansion/relief joints at selected locations; and cleaning of the facade with a mild cleaning system.

Windows Restoration Scope of Work:
Work related to the existing fixed windows includes, but is not limited to, removal of existing sealant, installation of new wet sealant and new anodized aluminum trim, resetting of select window sashes, and installation of selected faux strip separating two glass panels with a sash. Repairs to operable windows located on the seventh to 22nd floors include but are not limited to: removal of existing sealant, installation of new wet sealant, resetting of select window sashes, and installation of selected faux muntins. These windows are intended to remain operable. Repairs to operable windows located on the 23rd through 25th floors, include, but are not limited to, resetting of all sashes, removal of existing sealant and fasteners penetrating window sashes, removal of interior plaster perimeter on the 24th and 25th floors, installation of new wet sealant and silicone extrusions, installation of new interior perimeter grout and supplemental window anchors on the 24th and 25th floors, and installation of interior tamper-resistant screws to render the windows (except for two access windows on the 24th floor) inoperable.

Plaza Restoration Scope of Work:
The plaza work includes, but is not limited to, removal, resetting, and replacement (where necessary) of slate pavers, granite and waterproofing below the stairs; repairs to plaza concrete, concrete framing, and bridges

over the service entrances; and repairs to the three existing planters.

Roof Replacement Scope of Work:
Repairs to the existing flat roof system on the fourth, seventh, 20th and 24th floors include, but are not limited to, removal and disposal of existing roofing, concrete slab repairs where necessary and installation of new roof system including a vapor retarder, tapered insulation and modified bituminous roofing system. This work also includes new roof drains, overflow scuppers and all new metal flashing.

Lighting Replacement / Relocation Scope of Work:
Lighting-related work includes, but is not limited to, removal and disposal of existing metal halide and florescent exterior building lighting system and accessories on the fourth, seventh, 20th and 24th floors; installation of a new light-emitting diode (LED) lighting system; fabrication and installation of new supports for the lighting system; and installation of electrical conduits, wires, junction boxes and electrical accessories as required to connect into the existing building electrical system.

PROJECT LOCATION: 73 West Flagler Street, Miami, FL 33128

PROJECT SITES:

SITE #	LOCATION	DIST	ESTIMATE	T-S-R
#70474	73 West Flagler Street Miami, FL 33128	5	$26,880,000	54-01-41

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Mayor's Authority

USING DEPARTMENTS: Judicial Administration/Internal Services Department

MANAGING DEPARTMENT: Internal Services Department

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT #	SITE #	AMOUNT
Department Operating Revenue	3024160	#70474	$1,697,000
Capital Asset Series 2004B Bond Proceeds	3024160	#70474	$7,083,000
Building Better Communities (BBC) GOB Future Financing	3024160	#70474	$18,100,000
		Total Funding	$26,880,000

GOB PROJECT:	**GOB PROJECT # - DESCRIPTION**	**RTA ESTIMATE**
	181.1 Miami-Dade County Courthouse Facade Restoration Project	$18,100,000
PTP FUNDING:	No	
GOB FUNDING:	Yes	
ARRA FUNDING:	No	
CAPITAL BUDGET PROJECTS:	**CAPITAL BUDGET PROJECT # - DESCRIPTION**	**RTA ESTIMATE**
	3024160 - MIAMI-DADE COUNTY COURTHOUSE FACADE INSPECTION AND REPAIRS Book Page: 311 Funding Year: Funding Year: Adopted Capital Budget Book for FY 2012-13, All Years' Funding	$26,880,000
	Estimated Construction Cost:	$26,880,000

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	Miami-Dade County Contractor's Certification is required in one of the following categories: General Building, General Engineering, or other category as applicable to Chapter 10 of the Miami-Dade County Code, or a State of Florida General Contractor's License.
SUSTAINABLE BUILDINGS ORDINANCE (I.O. NO. 8-8):	Does the project qualify for compliance with the Sustainable Buildings Ordinance? No. Prospective bidders are encouraged, however, to comply with Green Building Principles and Practices as outlined by the Sustainable Buildings Ordinance (I.O. NO. 8-8).
ESTIMATED CONTRACT PERIOD:	1,000 calendar days
ESTIMATED CONTINGENCY PERIOD:	100 calendar days
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$24,000,000

CONTINGENCY ALLOWANCE (SECTION 2-8.1, MIAMI DADE COUNTY CODE):	AMOUNT	PERCENT*	TYPE	COMMENT
	$2,400,000	10.00%	Renovation/ Restoration	County Ordinance 00-65
PERMIT FEES:	$480,000	2.00%	Permit Fees	Permitting-related expenses
COST ESTIMATE:	$26,880,000			

(*) Percentages are approximate, as they may not reflect the exact amount involved in each service.

Track Record/Monitor

EXPLANATION: N/A. This information will be provided at the time of award of the contract.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes.

General Contractor: The selected General Contractor must demonstrate, either through the firm's work or the key individuals of the firm that will manage this project, a history of experience as Prime Contractor responsible for the restoration of a terra-cotta building facade of a multi-storied facility (minimum 10 floors), and comparable complexity, within the last 10 years. Experience in restoring the terra-cotta facade of a building registered on the National Register of Historic Places is highly desirable.

Terra-cotta Restoration Subcontractor: The restoration subcontractor performing the terra-cotta repairs must demonstrate experience as a subcontractor on a minimum of one (1) masonry restoration project that included a combination of removal/ resetting and replacement of at least 10,000 square feet of terra-cotta units within the past 10 years. Experience in restoring terra-cotta facades for a minimum of 10 years is highly desirable.

Window Restoration Subcontractor: The restoration subcontractor performing the window repairs must demonstrate experience on a minimum of one facade restoration that included at least $500,000 of wet sealant, and has performed silicone extrusion installation within the past five (5) years. Experience in waterproofing window repairs for a minimum of five (5) years is highly desirable.

Plaza Restoration Subcontractor: The restoration subcontractors performing the structural concrete repairs must demonstrate experience on a restoration project that included at least $500,000 in structural concrete repairs, and have a minimum of five (5) years' experience in structural concrete repairs.

Roofing/Waterproofing Subcontractor: The restoration subcontractors performing the plaza waterproofing and roof replacement must demonstrate experience on a restoration project that included at least $1,000,000 in roofing/waterproofing and have a minimum of five (5) years' experience with

waterproofing, repairs, and roof replacement.

REVIEW COMMITTEE: **MEETING DATE:** ~~TBD~~ 3/6/2013 **SIGNOFF DATE:** ~~TBD~~ 3/1432013

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**TYPE**	**GOAL**	**COMMENT**
	CSBE	~~0.00%~~ 16.00%	Administrative Order 3-22
	CBE	0.00%	N/A
	DBE	0.00%	N/A
	CWP	~~0.00%~~ 15.20%	Administrative Order 3-37

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER NAME/PHONE/E-MAIL:	Lillian D. Garcia	305-375-3913	GarciaD@miamidade.gov
PROJECT MANAGER NAME/PHONE/E-MAIL:	Marc A. LaFrance	305-375-1197	LaFraM@miamidade.gov

BUDGET APPROVAL FUNDS AVAILABLE:

Meg Weiss — **OMB DIRECTOR** — 3/11/13 **DATE**

COUNTY MAYOR — 3/6/13 **DATE**

Court Facilities

MIAMI-DADE COUNTY COURTHOUSE FACADE INSPECTION AND REPAIRS — PROJECT # 3024160

DESCRIPTION: Repair facade and seal building based on inspection recommendations

LOCATION: 73 W Flagler St
City of Miami — DISTRICT LOCATED: 5

ESTIMATED ANNUAL OPERATING IMPACT: Minimal — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Capital Asset Series 2004B Bond Proceeds	15,000	0	0	0	0	0	0	0	15,000
Department Operating Revenue	0	0	0	1,697	0	0	0	0	1,697
BBC GOB Future Financing	0	0	10,500	7,600	0	0	0	0	18,100
TOTAL REVENUE:	15,000	0	10,500	9,297	0	0	0	0	34,797

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	2,743	1,099	278	0	0	0	0	0	4,120
Construction	25	4,719	14,055	8,972	0	0	0	0	27,771
Construction Management	0	0	352	126	0	0	0	0	478
Project Administration	344	500	310	54	0	0	0	0	1,208
Project Contingency	0	424	651	145	0	0	0	0	1,220
TOTAL EXPENDITURES:	3,112	6,742	15,646	9,297	0	0	0	0	34,797

MIAMI-DADE COUNTY COURTHOUSE FACILITY REFURBISHMENT — PROJECT # 112970

DESCRIPTION: Refurbish the Miami-Dade County Courthouse facility

LOCATION: 73 W Flagler St
City of Miami — DISTRICT LOCATED: 5

ESTIMATED ANNUAL OPERATING IMPACT: Minimal — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
BBC GOB Future Financing	0	0	0	0	0	0	0	800	800
TOTAL REVENUE:	0	0	0	0	0	0	0	800	800

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	0	0	0	0	0	50	50
Construction	0	0	0	0	0	0	0	750	750
TOTAL EXPENDITURES:	0	0	0	0	0	0	0	800	800

Small Business Development Division

Project Worksheet

Project/Contract Title: MIAMI-DADE COUNTY COURTHOUSE FACADE RESTORATION PROJECT

Received Date: 03/06/2013

Project/Contract No: W30025-C / W30025 GOB

Funding Source: GOB SERIES C

Department: INTERNAL SERVICES

Resubmittal Date(s):

Estimated Cost of Project/Bid: $24,000,000.00

Description of Project/Bid: The scope of work for this project includes repairs to the exterior terra cotta facade, repairs to the existing exterior windows, repairs to the plaza, removal/replacement of exterior light fixtures presently attached to the terra cotta panels and removal and replacement of existing flat roof.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	16.00%
Workforce Goal	CWP	15.20%

Reasons for Recommendation

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

The Designated Target Areas applicable to this project are: Central Enterprise Zone and East/West Corridor Empowerment Zone.
CWP Estimated Workforce: 26 CWP Workforce Recommendation: 4
CWP Designated Target Areas: EMPOWERMENT ZONES, Enterprise Zones
Trade Category: 238110-Poured Concrete Foundation And Structure Contractors; 238140-Masonry Contractors; 238160-Roofing Contractors; 238210-Electrical Contractors And Other Wiring Installation Contractors; 238220-Plumbing, Heating, And Air-Conditioning Contractors; 238320-Painting And Wall Covering Contractors; 238350-Finish Carpentry Contractors

Small Business Contract Measures Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Poured Concrete Foundation and Structure Contractors	CSBE	$1,008,000.00	4.20%	392
Finish Carpentry Contractors	CSBE	$744,000.00	3.10%	16
Electrical Contractors and Other Wiring Installation Contractors	CSBE	$864,000.00	3.60%	124
Roofing Contractors	CSBE	$1,224,000.00	5.10%	68
	Total	$3,840,000.00	16.00%	

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

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

DBDR0050 v.20130110

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: MIAMI-DADE COUNTY COURTHOUSE FACADE RESTORATION PROJECT

Received Date: 03/06/2013

Project/Contract No: W30025-C / W30025 GOB

Funding Source: GOB SERIES C

Department: INTERNAL SERVICES

Resubmittal Date(s):

Estimated Cost of Project/Bid: $24,000,000.00

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____

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

Trade Set Aside (MCC) _____ Goal 16% CSBE Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

CWP 15.2%

V. Clark — SBD Director — 3/14/13 Date

DBDR0090 v20130116

MEMORANDUM

Agenda Item No. 8(F)(3)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	April 2, 2013
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution adding the Pre-Trial Detention Center Renovation, the Miami-Dade County Courthouse Façade Restoration and the Culmer/Overtown Neighborhood Service Center Renovation, to the County's Economic Stimulus Plan approved list of projects

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Infrastructure and Capital Improvements Committee.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: April 2, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Addition of the Pre-Trial Detention Center Renovation, the Culmer/Overtown Neighborhood Service Center Renovation, and the Miami-Dade County Courthouse Façade Restoration Projects to the County's Economic Stimulus Program

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying Resolution requesting the addition of the three projects listed below to the County's Economic Stimulus Plan (ESP) approved list of projects:

- Miami-Dade County Pre-Trial Detention Center Renovation and Expansion (Pre-Trial Detention Center), project number ISD Z00018 GOB; and
- Culmer/Overtown Neighborhood Service Center Renovations (Culmer/Overtown Neighborhood Service Center), project number ISD Z00021 GOB.
- Miami-Dade County Courthouse Facade Restoration, project number ISD W30025 GOB.

Ordinance 08-92 established the Economic Stimulus Plan, and, R-851-08 established the original list of Economic Stimulus Projects. The Ordinance provided that the Board may add or delete projects to this list as necessary.

Scope

The projects added to the ESP are of countywide significance.

The Pre-Trial Detention Center is located at 1321 NW 13 Street, Miami, FL, and the Miami-Dade County Courthouse is located at 73 West Flagler Street, Miami, FL; both in Commission District 5.

The Culmer/Overtown Neighborhood Service Center is located at 1600 NW 3rd Avenue, Miami, FL, in Commission District 3.

Track Record/Monitor

The Internal Services Department's Design and Construction Services Division will act as the project managers for all projects.

Fiscal Impact / Funding Source

All three projects are fully funded by the Building Better Communities (BBC) General Obligation Bond (GOB) Program. The GOB BBC Program includes $47 million for the Pre-Trial Detention Center project, $7.5 million for the Culmer/Overtown Neighborhood Service Center, and $18.1 million for the Miami-Dade County Courthouse Façade Restoration project. Funding allocations for each project will be submitted for Board approval annually through the budget process based on the project status and projected expenditures. By adding these projects to the ESP list, the County may benefit from some cost savings due to the expedited approval process provided in the ESP Ordinance.

Background

Pre-Trial Detention Center Renovation and Expansion

The Pre-Trial Detention Center Renovation and Expansion project is a multi-phase project. It includes various components such as the clean-up of the crawl space, the relocation and renovation of the

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existing East Kitchen Unit (EKU), and options for building structural envelope improvements. The crawl space clean up component includes oversight and management of the removal of standing sewage and contaminated soil, introduction of ventilation into the crawl space, steam cleaning in select areas and identification of repairs of damaged pipes and hangers. The relocation of the kitchen component includes design for the renovation of the existing EKU areas to a food processing area, which may also be able accommodate the necessary kitchen equipment for a Retherm operation. The Retherm operation will allow for the reheating of pre-cooked and chilled food and will have the capacity to provide 6,000 meals per day. The renovation of the existing EKU includes updates to the existing facility in order to incorporate it as a component of the new kitchen. Additionally, building structural envelope improvements include work to eliminate water intrusion and full replacement of the building's window systems, as well as an assessment and updating of the existing 40-year re-certification report, to include an itemized cost estimate for the recommendations for repair/renovation of the correctional facility.

Culmer/Overtown Neighborhood Service Center Renovations
The Culmer/Overtown Neighborhood Service Center project includes architectural and engineering services, landscape architecture, and construction management services to renovate the existing 38,493 square-foot facility, which is comprised of three buildings. Services include modernizing the interior of the three buildings, improving exterior lighting, upgrading the existing parking lot, providing handicap accessibility to the buildings, and other necessary upgrades to meet current building code requirements.

Miami-Dade County Courthouse Façade Restoration
The Miami-Dade County Courthouse, built in 1928 and placed on the National Register of Historic Places in 1989 for its historical and architectural significance, is a 25-story structure covered with a terra cotta façade that has suffered serious deterioration. After a multi-year process of research, evaluation, and development of construction documents to support a restoration plan that started in 2007, the project is now ready to enter the bidding and award stage in order to select a contractor. The scope of work includes repairs to the exterior terra cotta façade and to the existing exterior windows, repairs to the plaza, removal/replacement of exterior light fixtures presently attached to the terra cotta panels, and removal/replacement of existing flat roof.

The ESP Program continues to allow projects to be processed at an accelerated pace. It is respectfully requested that approval of the attached resolution adding these projects to the approved ESP list of approved projects be granted in order to allow these projects to move forward in as expeditious a manner as possible.

Edward Marquez
Deputy Mayor

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MEMORANDUM
(Revised)

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

DATE: April 2, 2013

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

SUBJECT: Agenda Item No. 8(F)(3)

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**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
4-2-13

RESOLUTION NO. _____

RESOLUTION ADDING THE PRE-TRIAL DETENTION CENTER RENOVATION, THE MIAMI-DADE COUNTY COURTHOUSE FACADE RESTORATION AND THE CULMER/OVERTOWN NEIGHBORHOOD SERVICE CENTER RENOVATION, TO THE COUNTY'S ECONOMIC STIMULUS PLAN APPROVED LIST OF PROJECTS

WHEREAS, this Board, on July 17, 2008, approved Ordinance 08-92 which established the procedure for expediting projects under the County's Economic Stimulus Plan (ESP) for those capital development projects specifically identified by the Board as Economic Stimulus Projects; and

WHEREAS, this Board, also on July 17, 2008, approved Resolution No. R-851-08 establishing the list of Economic Stimulus Projects to be expedited under the ESP; and

WHEREAS, Ordinance 08-92 provided that the Board may, from time to time, by subsequent resolution, add or delete projects from the list of Economic Stimulus Projects; and

WHEREAS, this Board desires to add the Pre-Trial Detention Center Renovation and Expansion and Miami-Dade County Courthouse Facade Restoration both located in District 5, and the Culmer/Overtown Neighborhood Service Center Renovation located in District 3 to the list of Economic Stimulus Projects to be expedited under the ESP to provide jobs and act as a stimulus to the local economy at a time when such action is greatly needed,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby adds the Pre-Trial Detention Center Renovation and Expansion and Miami-Dade County Courthouse Facade Restoration both located in District 5, and the Culmer/Overtown Neighborhood Service

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Center Renovation located in District 3 to the list of Economic Stimulus Projects covered under the County's ESP and authorize the County Mayor or the Mayor's designee to exercise his authority under the ESP with respect to these capital development projects.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

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ITEM 2

Memorandum

MIAMI-DADE COUNTY

Date: July 9, 2013

To: Carlos A. Gimenez
Mayor

From: Lester Sola, Director
Internal Services Department

Subject: Recommendation to Reject all Bids: Renovation of the Joseph Caleb Center (JCC), New Courthouse Annex/Additions, and New Parking Garage

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RECOMMENDATION

It is recommended that the County Mayor approve the rejection of all bids received in response to the above-referenced solicitation. This project is part of the Economic Stimulus Plan (ESP) approved list of projects, as approved by the Board of County Commissioners (Board) through Resolution R-851-08. Pursuant to the ESP Ordinance (Section 2-8.2.7 of the Code), the Mayor has the authority to award and reject bids for projects that are included in the ESP Program. Upon approval of this rejection by the Mayor, this rejection will be subject to ratification by the Board at the next available Board meeting.

CONTRACT NUMBER: W70308/Z00051-C GOB ESP

CONTRACT TITLE: Renovation of the Joseph Caleb Center (JCC), new Courthouse Annex/Additions, and new Parking Garage

METHOD OF AWARD: Invitation to Bid to the lowest responsive, responsible Bidder.

PREVIOUS CONTRACT AMOUNT: N/A

ADVERTISED VALUE: $17,690,000

REASON FOR REJECTION

An Invitation to Bid was issued under full and open competition for a new two-story 38,000-square foot branch courthouse, an open-air plaza, a new three-story 467-space parking garage, an elevated pedestrian bridge, and renovations to enclose the existing two-story atrium. Five bids were received. The lowest responsive bid was 47 percent higher than the project estimate developed by Bermello Ajamil and Partners, Inc., the architect of record. Negotiations took place with the apparent low bidder to attempt to negotiate a price within the project budget estimate, but did not result in a price within budget. Additional options were explored regarding the scope of the project, but still did not produce viable options that were in line with the available budget and consistent with the community's needs for upgrading the Joseph Caleb Center. The County will be reissuing a new solicitation with updated requirements in an attempt to meet the aforementioned criteria.

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Funding Source	Contract Manager
Judicial Administration /Internal Services Department	Building Better Communities – General Obligation Bond (BBC-GOB)	Humberto J. Contreras

VENDOR(S) RECOMMENDED FOR AWARD: None

VENDORS NOT RECOMMENDED FOR AWARD:

Proposers	Reason for Not Recommending
Perez-Gurri Corporation d/b/a N&J Construction	Rejection of all bids is based on the bid amounts received exceeding the available Project funding.
KVC Constructors Inc.	
FHP Tectonics Corp.	
Munilla Construction Management dba MCM	
Manhattan Construction (Florida), Inc.	

CONTRACT MEASURES: 24.7 percent - Community Small Business Enterprise Goal

APPLICABLE WAGE: The solicitation included the Responsible Wage requirement.

LOCAL PREFERENCE: Local Preference was included in the solicitation.

CONTRUCTION MANAGER: Edgar Lugo

Approved

Carlos A. Gimenez
Mayor

7-17-13
Date

Memorandum

MIAMI-DADE COUNTY

Date:

To: Carlos A. Gimenez
Mayor

From: John W. Renfrow, P.E.
Miami-Dade Water and Sewer, Director

Subject: Amendment Number One to a Design-Build Contract between Miami-Dade County and Poole & Kent Company of Florida: Contract Number 10PKCF001; Project Number DB09-WASD-05, American Recovery and Reinvestment Act

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Recommendation

Amendment Number One to Miami-Dade Water and Sewer Department (WASD) Project No. DB09-WASD-05 between the County and Poole & Kent Company of Florida is recommended for approval pursuant to Section 2-8.2.7 (4)(E) of the Code of Miami-Dade County, the Economic Stimulus Plan. The original contract award was ratified by the Board of County Commissioners on September 20, 2011 per Resolution R-746-11. Poole & Kent Company of Florida is providing design-build services for improvements to the existing cogeneration facility at the County's South District Wastewater Treatment Plant which will generate electrical power for operations at the plant.

Amendment Number One modifies the existing language in four articles of the Design-Build Contract and two sections of the General Covenants and Conditions to correct scrivener's errors and to make sure that the provisions are consistent. After Poole & Kent Company of Florida signed a letter agreement (as attached) concurring with the proposed amendment, the "Notice to Proceed" for the Design-Build Contract was issued on January 31, 2012.

Scope

The Improvements being provided to the existing co-generation facility are an integral part of the South District Wastewater Treatment Plant which is a facility of county-wide significance. The South District Wastewater Treatment Plan is located in Commission District 8.

Fiscal Impact/Funding Source

Amendment Number One does not have a fiscal impact to the County in the current budget year or in future budget years, as such, a funding source is not required.

Track Record/Monitor

WASD's Deputy Director for Capital Improvements and Regulatory Compliance will oversee the implementation of Amendment Number One.

Background

The total contract award amount to Poole & Kent Company is $20,474,369.57 with a 900 day contract period. Upon completion of the project, landfill gas from the neighboring landfill site will be transported to the South District Wastewater Treatment Plant site to be used as fuel to generate electricity. WASD

will pay the Department of Public Works and Waste Management 30% of the avoided electricity cost generated from the landfill gas which will increase capacity of the existing cogeneration facility.

Amendment Number One modifies language in four (4) articles of the Design-Build Contract and two (2) sections of the General Covenants and Conditions. The revisions are noted below.

(1) Article 11.2 "Retainage" of the Design-Build Contract

Amendment Number One revises the percentage of retainage in the preparation of the contractor's monthly progress payments. The percentage of the retainage is revised from ten percent (10%) to five percent (5%) after substantial completion of the project which conforms to Florida Statute 255.078.

(2) Article 13.15 "Time Extensions and Delay" of the Design-Build Contract

Amendment Number One revises a scrivener's error in the amount of liquidated damages the contractor may receive as a result of any delay that is out of the contractor's control. The corrected dollar amount of daily liquidated damages is $1,250.

(3) Article 13.6.2 "Termination of Contract" of the Design-Build Contract

Amendment Number One provides for the contractor to provide a plan of action acceptable to the County's representative within five (5) days for a project delay when the contactor is in default.

(4) Article 13.18.2 "Notice of Potential Claim" of the Design-Build Contract

Amendment Number One provides for the contractor to provide immediate verbal notification and written notification within three (3) days of any potential claims for time or compensation.

(5) Section 14 "Time and Extensions and Delay" of the General Covenants and Conditions

Amendment Number One revises a scrivener's error in the amount of liquidated damages the contractor may receive as a result of any delay that is out of the contractor's control. The corrected dollar amount of daily liquidated damages is $1,250.

(6) Section 28 "Partial and Final Payments" of the General Covenants and Conditions

Amendment Number One revises the percentage of retainage in the preparation of the contractor's monthly progress payments. The percentage of the retainage is revised from ten percent (10%) to five percent (5%) after substantial completion of the project which conforms to Florida Statute 255.078.

BUDGET APPROVAL FUNDS AVAILABLE:	OMB DIRECTOR	5/9/12 DATE
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	4/18/12 DATE
ISD CONCURRENCE:	NOT REQUIRED ISD DIRECTOR	— DATE
MAYOR'S OFFICE APPROVAL:	COUNTY MANAGER/ DEPUTY MAYOR/	5/9/12 DATE

AMENDMENT NUMBER ONE
DESIGN-BUILD CONTRACT WITH POOLE & KENT COMPANY OF FLORIDA
FOR DESIGN BUILD SERVICES FOR IMPROVEMENTS TO THE EXISTING
COGENERATION FACILITY AT THE SOUTH DISTRICT WASTEWATER
TREATMENT PLANT
PROJECT NO. DB09-WASD-05 ARRA

ASSISTANT DIRECTOR, WASTEWATER: _____ 4/19/12
VINCENT ARREBOLA, P.E. DATE

ASSISTANT DIRECTOR, FINANCE _____ 4/19/12
FRANCIS G. MORRIS DATE

BUDGETARY & FINANCIAL ADVISOR TO THE DIRECTOR _____ 4/20/12
PEDRO L. VELAR DATE

DEPUTY DIRECTOR, OPERATIONS _____ 4-23-12
JOSEPH A. RUIZ, JR. DATE

DIRECTOR _____ 4-26-12
JOHN W. RENFROW, P.E. DATE

AMENDMENT NUMBER ONE
TO
DESIGN-BUILD CONTRACT
BETWEEN MIAMI-DADE COUNTY
AND
POOLE & KENT COMPANY OF FLORIDA
CONTRACT NO. No. 10PKCF001

THIS AMENDMENT NUMBER ONE, is made and entered into this 14th day of May, 2012 by and between Miami-Dade County, a political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and POOLE & KENT COMPANY OF FLORIDA a Delaware corporation authorized to do business in the State of Florida and with offices in Miami-Dade County, hereinafter referred to as "POOLE & KENT" or "CONTRACTOR".

WITNESSETH

WHEREAS, on October 12, 2011, the COUNTY and POOLE & KENT, entered into a Design-Build Contract for the Improvements to the Existing Cogeneration Facility at the South District Wastewater Treatment Plant, hereinafter referred to as the "Contract", and

WHEREAS, following the execution of the Contract, the parties discovered that certain provisions had scrivener errors or inconsistent language that required correction; and

WHEREAS, the COUNTY has requested and POOLE & KENT has agreed through two letter agreements attached hereto as Exhibit "A" to modify four (4) articles to the Contract and two (2) sections to the General Covenants and Conditions (GCC) which is part of the Contract; and

WHEREAS, this Amendment formally memorializes the agreed changes and is being submitted for Board ratification.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and POOLE & KENT hereby agree to the following:

1. Article 11.2. "Retainage" second (2nd) paragraph of the Contract is hereby modified to state as follows:

   All progress payments for work performed following the completion of Milestone 1, but prior to final completion of Milestone 2, shall be subject to a five percent (5%) retainage per Florida Statute 255.078. As soon as the COUNTY REPRESENTATIVE is notified of the completion of Milestone 2 and confirms by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to the COUNTY REPRESENTATIVE'S satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate and any unreleased retainage, less any charges or

damages herein provided for, and less the amount of any unused or unauthorized dedicated and contingency allowance account funds remaining will be paid.

2. Article 13.6.2 – "Termination of Contract" fourth (4th) paragraph of the Contract is hereby modified to state as follows:

   If the DESIGN-BUILDER or the surety does not react and correct such conditions or provide a plan of action acceptable to the COUNTY'S REPRESENTATIVE for correction of same within a period of five (5) days after receipt of such notice to cure, the DIRECTOR shall, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such notice to cure, shall provide the DESIGN-BUILDER and his surety with a formal Notice of Default by Certified mail and shall have full power and authority three (3) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the work out of the hands of the DESIGN-BUILDER, to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project, or to use such other methods as, in the opinion of the DIRECTOR shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the work under contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

3. Article 13.15 – "Time Extension and Delay" seventh (7th) paragraph of the Contract is hereby modified to state as follows:

   The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of one thousand two hundred fifty dollars ($1,250.00) per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the DESIGN-BUILDER or its subcontractors, materialmen, suppliers, or vendors.

4. Article 13.18.2 – "Notice of Potential Claim" of the Contract is hereby modified to state as follows:

   The DESIGN-BUILDER shall provide the COUNTY with immediate verbal notification of any potential claims followed by written notice of potential claims within three (3) days of the verbal notification. The written notice of potential claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY'S REPRESENTATIVE prior to the time that the DESIGN-BUILDER has started performance of work giving rise to the potential claim.

5. Section 14 - "Time Extensions and Delay" seventh (7th) paragraph of the GCC is hereby modified to state as follows:

   The County and the Contractor agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the Contractor may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the County and the Contractor agree that the sum of one thousand two hundred fifty dollars ($1,250.00) per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the Contractor due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the Contractor or its subcontractors, materialmen, suppliers, or vendors.

6. Section 28 - "Partial and Final Payment" thirteenth (13th) paragraph of the GCC is hereby modified to state as follows:

   All progress payments for work performed following completion of Milestone 1, but prior to final completion of Milestone 2, shall be subject to a five percent (5%) retainage per Florida Statute 255.078. As soon as the Engineer is notified of the completion of Milestone 2 and confirms by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to the Engineer's satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate and any unreleased retainage less any charges or damages herein provided for, and less the amounts of any unused or unauthorized dedicated and contingency allowance account funds remaining will be paid.

7. All terms, covenants and conditions of the Contract and GCC not expressly modified or revised herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers on the date first written above.

ATTEST:

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

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Carlos A. Gimenez
County Mayor

WITNESSETH:

By: _____

Christine Mendez
Typed or print name

Poole & Kent Company of Florida
Firm Name (Place Corporate Seal)

By: _____
President

By: _____

Carla Wiscom
Typed or print name

_____
Print name

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

EXHIBIT A

MIAMI-DADE COUNTY
miamidade.gov

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

January 26, 2012

Mr. Patrick Carr
President
Poole & Kent Company of Florida
1781 N.W. North River Drive
Miami, Florida 33242

Subject: Contract No. 10PKCF001, OCI Project No. DB09-WASD-05 ARRA
SDWWTP Cogeneration Improvements (S-854)

Dear Mr. Carr,

This letter is written as a follow-up to John Chorlog's letter to you dated December 22, 2011 in which you acknowledged that Article 13.15 of the Design-Build Contract and Section 14 of the General Covenants and Conditions have erroneous amounts for daily liquidated damages to Poole & Kent of Florida Inc. ("Poole & Kent") in the event of a compensable delay. The correct and agreed upon amount for the daily liquidated damages to Poole & Kent in the event of a compensable delay is $1,250.00 (one thousand two hundred and fifty dollars) and not $1,250,000 (one million two hundred and fifty thousand dollars) nor $1000.00 (one thousand dollars). By signing the acknowledgment below, you agree to a modification of Article 13.15 of the Design-Build Contract and Section 14 of the General Covenants and Conditions to reflect the amount of $1,250.00 for compensable delays. Your acknowledgement to this contract modification is binding on Poole & Kent and the attached modification will take effect immediately upon the County's receipt of the executed acknowledgment in order for the County to issue the Notice to Proceed. A separate letter will be sent regarding additional corrections and clarifications to the contract provisions.

Sincerely,

John W. Renfrow, P.E.
Director
Miami-Dade Water and Sewer Department

Poole & Kent of Florida Inc. Agrees to and Acknowledges the Modifications of Section 14 of the General Covenants and Conditions and Article 13.15 of the Design-Build Contract – Project No. DB09-WASD-05

Patrick Carr, President, Poole & Kent of Florida

DATE 1-30-12

cc. Doug Yoder – Deputy Director, WASD
Vicente Arrebola – Assistant Director, WASD
John W. Chorlog, Associate Director, WASD
Henry Gillman – Assistant County Attorney
File: S-864/10.20.4.1

EXHIBIT A

MIAMI-DADE COUNTY
miamidade.gov

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

January 26, 2012

Mr. Patrick Carr
President
Poole & Kent Company of Florida
1781 N.W. North River Drive
Miami, Florida 33242

Subject: Contract No. 10PKCF001, OCI Project No. DB09-WASD-05 ARRA
SDWWTP Cogeneration Improvements (S-864)

Dear Mr. Carr,

In addition to modifying the liquidated damages provisions in the above-referenced contract which is being addressed by separate letter, there are several other articles within the Contract and several sections within the General Covenants and Conditions (GCC) for the above-referenced project that must be revised in order to ensure consistency and follow the intent of the parties.

Attached are the County's proposed revisions to the following:

Contract No. 10 PKCF001
- Article 11.2, "Retainage" – second paragraph
- Article 13.6.2, "Termination of Contract" – fourth paragraph
- Article 13.18.2, "Notice of Potential Claim"

OCI Project No.DB09-WASD-05 ARRA, GCC
- Section 28, "Partial and Final Payment" – thirteenth paragraph

Please review the attached proposed language, and provide your approval of the revised language by signing the acknowledgement at the bottom of this letter. Your acknowledgement accepting the new language shall be legally binding on Poole & Kent Company of Florida shall be immediately effective in order for the County to issue the Notice to Proceed. The County will subsequently submit the revisions to the Board of County Commissioners for ratification.

Sincerely,

John W. Renfrow, P.E.
Director
Miami-Dade Water and Sewer Department

Poole & Kent Company of Florida Agrees to and Acknowledges the attached Modifications to the General Covenants and Conditions and Articles of the Design-Build Contract – Project No. DB09-WASD-05 ARRA:

_____ DATE 1-30-12
Patrick Carr, President, Poole & Kent Company of Florida

cc. Doug Yoder – Deputy Director, WASD
Vicente Arrebola,,P.E. – Assistant Director, WASD
John W. Chorlog, Associate Director, WASD
Henry Gillman – Assistant County Attorney
File: S-854/10.20.4.1

REVISED PROVISIONS IN CONTRACT AND GENERAL COVENANTS AND CONDITIONS
POOLE & KENT COMPANY OF FLORIDA 10PKCF001
PROJECT NO. DB09-WASD-05 ARRA
REDLINED

Article 11.2 – "Retainage" second (2nd) paragraph of the Contract is hereby modified to state as follows:

> ~~All subsequent work to Milestone 2, the final completion of the work, shall continue to be subjected to a ten percent (10%) retainage~~ All progress payments for work performed following the completion of Milestone 1, but prior to final completion of Milestone 2, shall be subject to a five percent (5%) retainage per Florida Statute 255.078. ~~Upon satisfactory completion of Milestone 2 all retainage shall be released to the DESIGN-BUILDER.~~ As soon as the COUNTY REPRESENTATIVE is notified of the completion of ~~the work~~ Milestone 2 and ~~can assure himself of the~~ confirms by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to ~~his~~ the COUNTY REPRESENTATIVE'S satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate and any unreleased retainage, less any charges or damages herein provided for, ~~and the reduction~~ and less the amount of any unused or unauthorized contingency allowance account funds remaining will be paid.

Article 13.6.2 – "Termination of Contract" fourth (4th) paragraph of the Contract is hereby modified to state as follows:

> If the DESIGN-BUILDER or the surety does not react and correct such conditions or provided an plan of action acceptable to the COUNTY'S REPRESENTATIVE ~~plan of action~~ for correction of same within a period of five (5) days after receipt of such notice to cure, the DIRECTOR shall, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such notice to cure, shall provide the DESIGN-BUILDER and his surety with a formal Notice of Default by Certified mail and shall have full power and authority three (3) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the work out of the hands of the DESIGN-BUILDER, to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project, or to use such other methods as, in the opinion of the DIRECTOR shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the work under contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall

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exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

Article 13.15 – "Time Extension and Delay" seventh (7th) paragraph of the Contract is hereby modified to state as follows:

~~In the event that the DESIGN-BUILDER is, per this Section, entitled to compensation for any delay, said compensation shall be liquidated and fixed at one thousand dollars ($1,000) per day of delay.~~ The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of ~~one million two hundred fifty thousand ($1,250,000) dollars~~ one thousand two-hundred fifty dollars ($1,250.00) per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the DESIGN-BUILDER or its subcontractors, materialmen, suppliers, or vendors.

Article 13.18.2 – "Notice of Potential Claim" of the Contract is hereby modified to state as follows:

The DESIGN-BUILDER shall provide the COUNTY with immediate verbal notification of any potential claims followed by ~~with~~ written notice of potential claims ~~confirmation~~ within ~~forty-eight (48) hours~~ three (3) days of the verbal notification. ~~any potential claims and of the anticipated time and/or cost impacts resulting thereof.~~ The written notice of potential claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY'S REPRESENTATIVE prior to the time that the DESIGN-BUILDER has started performance of work giving rise to the potential claim. ~~for additional compensation.~~

Section 14. TIME EXTENSIONS AND DELAY; seventh (7) paragraph of the General Covenants and Conditions is hereby modified to state as follows:

~~In the event that the Contractor is, per this Section, entitled to compensation for any delay, said compensation shall be liquidated and fixed at one thousand dollars ($1,000.00) per day of delay.~~ The County and the Contractor agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the Contractor may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the County and the Contractor agree that the sum

of ~~twelve hundred fifty~~ one thousand two hundred fifty dollars ($1,250.00) per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the Contractor due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the Contractor or its subcontractors, materialmen, suppliers, or vendors.

Section 28. PARTIAL AND FINAL PAYMENT; thirteenth (13th) paragraph of the General Covenants and Conditions is hereby modified to state as follows:

All progress payments for work performed following completion of ~~subsequent work to~~ Milestone 12, but prior to final completion of Milestone 2, ~~the final completion of the work~~, shall ~~continue to~~ be subjected to a ~~ten percent~~ five percent (5%) retainage per Florida Statute 255.078. ~~all retainage shall be released to the contractor~~. As soon as the Engineer is notified of the completion of Milestone 2 ~~the work~~ and ~~can~~ confirms ~~assure himself~~ by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to his satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate including any unreleased retainage less any charges or damages herein provided for, and ~~the reduction of any unused or unauthorized Contingency account funds~~ less the amounts of any unused or unauthorized dedicated and contingency allowance account funds remaining will be paid.

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

Memorandum

MIAMI-DADE COUNTY

Date: September 20, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 14(A)(3)

From: Carlos A. Gimenez
Mayor

Resolution No. R-746-11

Subject: Contract award recommendation for design-build services for the improvements to the existing cogeneration facility at the South District Wastewater Treatment Plant - Project No: DB09-WASD-05 ARRA; Contract No: DB09-WASD-05 in the amount $20,474,369.57, to Poole & Kent Company of Florida

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Recommendation

This recommendation for award for Contract No. DB09-WASD-05 between Miami-Dade County and Poole & Kent Company of Florida has been prepared by the Miami-Dade Water and Sewer Department (WASD) and is recommended for approval pursuant to Section 2-8.2.7 of the Code of Miami-Dade County. Poole & Kent Company of Florida will provide design-build services for the improvements to the existing cogeneration facility at the South District Wastewater Treatment Plant.

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.

Scope

PROJECT NAME: Design-build services for improvements to the existing cogeneration facility at the South District Wastewater Treatment Plant

PROJECT NO: DB09-WASD-05 ARRA

CONTRACT NO: DB09-WASD-05

PROJECT DESCRIPTION: Poole & Kent Company of Florida will include services and any supportive tasks ancillary to the primary scope of services which includes but is not limited to: professional design, permitting, supply, fabrication/installation of four new Cummins cogeneration units, associated electrical equipment, electrical accessories/conduits and feeders in duct-banks, new electrical room for arc-flash switchgear, pressurized ventilation system for existing facility, programming of the equipment controls, system check out, start up, reliability demonstration, performance testing and warranty of all new cogeneration units and ancillary systems, including gas conditioning and heat recovery sub-systems that comprise the cogeneration system, as well as on-site training of WASD Operating and Maintenance Staff in the operations and maintenance of the new cogeneration system.

The proposed cogeneration system will consist of four new Cummins cogeneration units suitable for unattended operation. Each cogeneration package includes but is not limited to the following characteristics.

*Operate primarily on digester gas and also be capable of operating with a seamless transition between fuels from 100% natural gas to sphere blended landfill digester gas.

*Supply, without interruption, maximum rated load on digester gas for unlimited duration under ambient conditions specified.

*Include a primary heat exchanger to transfer all thermal energy absorbed from the engine jacket coolant via the existing plant effluent system to the existing digester heating hot water distribution system.

*Include a primary heat exchanger to transfer all thermal energy absorbed from the engine exhaust to the future sludge treatment heating system using a thermal oil heat exchanger designed to be mounted in the exhaust manifold.

*Include auxiliary heat exchangers to transfer all thermal energy absorbed from auxiliary engine systems to existing Plant effluent water system.

*Be capable of automatically synchronizing and operating in parallel with the utility supply system, other cogeneration packages including both new and existing units and the existing plant diesel fuel emergency generators.

PROJECT LOCATION: 8950 SW 232 Street, Miami, Florida

PROJECT SITES: Based on Multi-Year Capital Plan

SITE #	LOCATION 1	DIST	TOTAL CONTRACT AMOUNT	T-S-R
#68527	8950 SW 232 Street	8	$20,474,369.57	56-21-40

PRIMARY COMMISSION DISTRICT: District 8 Lynda Bell

APPROVAL PATH: Board of County Commissioners — This project qualifies under the Economic Stimulus Plan Ordinance, Section 2-8.2.7 of the Code of Miami-Dade County.

OCI A&E PROJECT NUMBER: DB09-WASD-05

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCES:

SOURCE	PROJECT NUM	SITE #
Wastewater Construction -2011 Bonds	9653401	#68527
WASD Revenue Bonds Sold	9653401	#68527
Energy Efficiency and Conservation Block Grant – ARRA (Resolution No. R-1260-09)		

OPERATIONS COST IMPACT / FUNDING: $375,000 per year. The funding source is the Operations and Maintenance fund from WASD.

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MAINTENANCE COST IMPACT / FUNDING:	$600,000 per year. The funding source is the Operations and Maintenance fund from WASD.
LIFE EXPECTANCY OF ASSET:	25 - 30 years.
PTP FUNDING:	No
GOB FUNDING:	No
ARRA FUNDING:	Yes

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
Capital Project Federal Grant EECBG Methane Sequestration from Landfill and Digesters to Power Operations of Facilities (Resolution No. R-1260-09)	$1,800,000.00
9653401- SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT Book Page:244 Funding Year: Adopted Capital Budget Book for FY 2010-2011, Prior Years' Funds through FY 2010-2011	$18,674,369.57
CAPITAL BUDGET PROJECTS TOTAL:	$20,474,369.57

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	6.03	WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
Prime	11.00	GENERAL STRUCTURAL ENGINEERING
Prime	12.00	GENERAL MECHANICAL ENGINEERING
Prime	13.00	GENERAL ELECTRICAL ENGINEERING
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	9.03	SOILS, FOUNDATIONS AND MATERIALS TESTING - CONCRETE AND ASPHALT TESTING SERVICES
Other	14.00	ARCHITECTURE
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	15.03	UNDERGROUND UTILITY LOCATION

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Other 16.00 GENERAL CIVIL ENGINEERING

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)	Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? YES	
NTPC'S DOWNLOADED:	300	
PROPOSALS RECEIVED:	3	
CONTRACT PERIOD:	900 Days. Excludes Warranty Administration Period: 150 days for design and permitting, 750 days for construction.	
CONTINGENCY PERIOD:	90 Days.	
IG FEE INCLUDED IN BASE CONTRACT:	No	
ART IN PUBLIC PLACES:	No	
BASE ESTIMATE:	$13,506,000.00	$500,000.00 (for design services required for the upgrades to the Co-Generation Facility) $9,006,000.00 (for construction of the required infrastructure and installation of two new co-generation units). $4,000,000.00 (to replace two existing co-generation units (no infrastructure is required) Total: $13,506,000.00 Due to budgetary constraints, the original advertisement issued on March 9, 2010 requested proposers respond to the solicitation with price proposals for a base bid, Alternate No. 1 and Alternate No. 2. The estimate for the first base bid which consisted of two new co-generation units was in the amount of $9,506,000. Alternate No. 2 which consisted of two new co-generation units and the replacement of two existing co-generation units was in the amount of $13,506,000. The Department re-prioritized its funding priorities for capital projects to proceed with the estimate for Alternate No. 2. Pursuant to the advertisement, the price utilized to obtain the adjusted bid and ranking was Alternate No. 2.
BASE CONTRACT AMOUNT:	$17,188,282.00	$1,500,000.00 for design services required for the upgrades to the Co-Generation Facility, and $15,688,282.00 for construction of the required infrastructure and installation of two new co-generation units, and to replace two existing co-generation units. Note: $3,682,282.00 is the difference between the base estimate of $13,506,000.00 and the base bid contract amount of $17,188,282.00. The cost estimates allocated for the engineering design and the purchase and installation of the co-generation units were lower than the low bid submitted.

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CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Design Build	10% 5%	$934,414.10	Contingency Allowance per Ordinance 00-65 has been combined considering 10% of the design fees ($1,500,000 = $150,000) plus 5% of construction fees ($15,688,282.00 = $784,414.10).
PERMIT FEES :	$470,648.46	3.00%		Amount was based on total construction fee.
ELECTRICAL FEEDERS AND DUCTBANK :	$826,772.46	5.27%		Amount was based on total construction fee.
ADDITIONAL GAS CLEANING TO REMOVE SILOXANES :	$610,274.17	3.89%		Amount was based on total construction fee.
PERFORMANCE IN EXCESS OF GUARANTEED EFFCIENCIES :	$348,279.86	2.22%		Amount was based on total construction fee.
ADDITIONAL PRESSURE VENTILATION FOR BASEMENT :	$53,340.16	0.34%		Amount was based on total construction fee.
LEED CERTIFICATION FEES :	$42,358.36	0.27%		Amount was based on total construction fee.
TOTAL DEDICATED ALLOWANCE:	$2,351,673.47			
TOTAL AMOUNT:	$20,474,369.57			

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION:

STEP 1

On October 15, 2010, three (3) proposals were received. At the Step 1 Evaluation of Qualifications meeting held on November 4, 2010, the Standing Selection Committee (SSC) reviewed and ranked the two (2) responsive and responsible proposals received on October 15, 2010. One proposal was found not in compliance with technical certification requirements and eliminated from further evaluation. Both firms, AECOM Technical Services, Inc. and Poole & Kent Company of Florida along with its team members met the minimum qualifications and demonstrated their relevant experience with other projects as required in the Request for Design-Build Services. The references in the proposals were verified by OCI. The SSC voted to invite the two (2) qualified firms to submit Technical (Oral Presentations) and Price Proposals for Step 2.

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STEP 2
The Step 2 Technical and Price Proposal (Oral Presentations) meeting was held on December 8, 2010. The SSC evaluated and scored the firms and the price envelopes were opened and tabulated, the lowest adjusted bid was Poole & Kent Company of Florida. The SSC motioned that Poole & Kent Company of Florida as the top ranked firm with the lowest adjusted bid to be recommended to the County Mayor or his designee for negotiations of the design-build contract.

The Negotiation Committee was approved by the County Manager on December 16, 2010. On January 5, 2011, the Negotiation Committee met with Poole & Kent Company of Florida and concluded its fifth negotiation meeting on March 4, 2011. Based on the above facts, WASD is making a recommendation to award the design-build contract to Poole & Kent Company of Florida.

This Contract Award Recommendation is being presented to the Board of County Commissioners (BCC) in accordance with Ordinance 08-92 which states that if the base value of a recommended award exceeds the base estimate by more than ten (10 percent) it requires BCC approval.

The Office of Capital Improvements CIIS database contains eleven (11) evaluations for Poole & Kent Company of Florida with an average overall 3.5 rating out of a possible total 4 points.

SUBMITTAL DATE:	10/15/2010
ESTIMATED NOTICE TO PROCEED:	11/30/2011
PRIME CONSULTANT:	Poole & Kent Company of Florida
COMPANY PRINCIPAL:	Patrick H. Carr
COMPANY QUALIFIERS:	Patrick H. Carr
COMPANY EMAIL ADDRESS:	patc@pkflorida.com
COMPANY STREET ADDRESS:	1781 NW North River Drive
COMPANY CITY-STATE-ZIP:	Miami, Florida 33125
YEARS IN BUSINESS:	7
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	Pursuant to the Firm History Report provided by the Department of Small Business Development, Poole & Kent Company of Florida has been awarded six (6) contracts in the amount of $209,840,968.31 in the last five (5) years.

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SUBCONSULTANTS: Brown and Caldwell (Corporation); Architects International, Inc., Avino & Associates, Inc., A & P Consulting Transportation Engineers Corp.; Kaderabek Company; Leiter, Perez & Associates, Inc.; American Electric of Miami, Inc.; Emerson Process Management, Vanderbilt Developments, Inc.; and Dodec, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes The engineer of record is required to have completed the design and permitting of a cogeneration facility that includes gas conditioning to remove hydrogen sulfide and siloxanes, exhaust heat recovery component using thermal oil and cogeneration units each capable of at least 1900 KW output using biogas fuel mixture of natural gas, digester gas and landfill gas.

The contractor is required to have completed the construction of at least one cogeneration facility that includes gas conditioning to remove hydrogen sulfide and siloxanes, exhaust heat recovery component using thermal oil and cogeneration units each capable of at least 1900 KW output using biogas fuel mixture of natural gas, digester gas and landfill gas.

REVIEW COMMITTEE: **MEETING DATE:** 2/11/2010 **SIGNOFF DATE:** 2/19/2010

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CSBE	14.28%	$2,352,301.00	Administrative Order 3-22
CBE	24.00%	$396,000.00	Administrative Order 3-32
DBE	0.00%	$0.00	Not Applicable
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER NAME / PHONE / EMAIL: Patty David 786-552-8040 pattyd@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Humberto Codispoti (786) 552-8110 HCP@miamidade.gov

Background

BACKGROUND: The project is needed to transport landfill gas from the neighboring landfill site to the SDWWTP site to be used as fuel to generate electricity. WASD will pay the Department of Solid Waste Management 30% of the avoided electricity cost generated from the landfill gas which will increase capacity of the existing cogeneration facility. The existing cogeneration units are reaching their life expectancy and maintenance costs are increasing. As such, the proposed new cogeneration units will produce sufficient additional electricity as compared to the existing units to recover the capital investment of this project between 5 and 7 years.

This project was approved under the list of projects to receive monies under the Energy Efficiency Conservation Block Grant Program from the Department of Energy.

BUDGET APPROVAL FUNDS AVAILABLE: OMB DIRECTOR — DATE 8/8/11

APPROVED AS TO LEGAL SUFFICIENCY: Sarah Eglarine Davis COUNTY ATTORNEY — DATE 8-4-11

CAPITAL IMPROVEMENTS CONCURRENCE: for OCI DIRECTOR — DATE 8/11/11

DEPUTY MAYOR/ COUNTY MANAGER — DATE 8/24/11

CLERK DATE — DATE

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

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

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

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

_____ No committee review

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

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

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(3)
9-20-11

RESOLUTION NO. R-746-11

RESOLUTION APPROVING DESIGN-BUILD SERVICES CONTRACT NO. DB09-WASD-05 ARRA IN THE AMOUNT OF $20,474,369.57 TO POOLE & KENT COMPANY OF FLORIDA FOR IMPROVEMENTS TO THE EXISTING CO-GENERATION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves design-build services Contract No. DB09-WASD-05 ARRA in the amount of $20,474,369.57 to Poole & Kent Company of Florida for improvements to the existing co-generation facility at the South District Wastewater Treatment Plant; 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 **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

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

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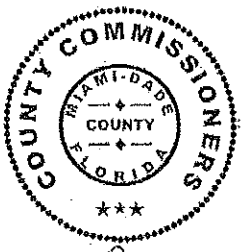
The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

By: Christopher Agrippa
Deputy Clerk

Henry N. Gillman

ITEM 4

Memorandum

MIAMI-DADE COUNTY

Date: August 5, 2013

To: Carlos A. Gimenez
Mayor

From: Lester Sola
Director, Internal Services Department

Subject: Change Order No. 1 to the Construction Contract between Miami-Dade County and Siltek Group, Inc. for the District 11 Preservation of Affordable Housing and Expansion of Home Ownership (Gran Via Apartments), ISD Project No: Z000107 GOB ESP; ISD Contract No: Z000107

Attached for your review and signature is Change Order No. 1 to the existing agreement between Miami-Dade County (County) and Siltek Group Inc. for the Preservation of Affordable Housing and Expansion of Home Ownership (Gran Via Apartments). This Change Order is for a non-compensable time extension of 37 days.

The 37-day time extension is required to replenish the contingency time which has been depleted. The project contingency was used to address unforeseen delays in the work which were not attributable to the contractor. These included: (1) rain delays; (2) changes in the work ordered by the County; and (3) a discrepancy found in the survey used for the design.

The Gran Via Apartments project was approved by the Board of County Commissioners (Board) on June 5, 2012 via Resolution No. R-458-12. The project continues to proceed on budget and on schedule.

As this project is part of the Economic Stimulus Plan (ESP), the County Mayor or designee is delegated the authority to execute change orders that do not increase the contract value. Upon approval, this item will be included as part of an ESP ratification package for consideration by the Board. This item has been reviewed and signed by the County Attorney's Office. Please contact me if you have any questions or concerns.

Attachments

MIAMI-DADE COUNTY, FLORIDA

INTERNAL SERVICES

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 1 **CONTRACT NO:** Z000107 **DATE:** 7/24/2013

PROJECT TITLE: District 11 Preservation of Affordable Housing and Expansion of Home Ownership (Gran Via Apartments)

TO CONTRACTOR: SILTEK GROUP INC 1232 N. University Drive Plantation, Florida 33322

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: N/A

Monetary Justification: These are non-compensable days to extend the contract time without incurring in additional expenses.

Time Justification: This change order is needed to replenish the contingency time which is already exhausted. The original 37 contingency days have been used to extend the contract time in order to cover delays in the work not attributable to the contractor, i.e., rain delays, changes in the work ordered by the County, and a discrepancy in the survey used for the design.

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	$9,866,765.00
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$9,866,765.00
COST OF CHANGES WITH THIS DOCUMENT	$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$9,866,765.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	366 / 0 / 37
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	37 / 0 /37
ADJUSTED DURATION INCLUDING THIS CHANGE	440

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

Accepted By:

Organization	Name	Title	Date
SILTEK GROUP INC		Contractor	7/29/13
Surety	Hartford Casualty Insurance Company Charles D. Nielson, Attorney In Fact	Surety	7/29/13

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)	Eduardo W. Gonzalez	8/7/13
Approved By: County Mayor		8/16/13
Attested By: Clerk of the Board		

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 21-229752**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Charles J. Nielson, Mary C. Aceves, Charles D. Nielson, Joseph Penichet Nielson, David R. Hoover
of
Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, 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 still in full force effective as of July 29, 2013.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

Memorandum

MIAMI-DADE COUNTY

Date: July 10, 2013

To: Carlos A. Gimenez
Mayor

From: Lester Sola
Director, Internal Services Department

Subject: Change Order No. 1 to the Construction Contract between Miami-Dade County and Miami Skyline Construction Corp. for the Northeast Branch Library, ISD Project No: Z00086 GOB ESP; ISD Contract No: Z00086

Attached for your review and signature is Change Order No. 1 to the existing agreement between the County and Miami Skyline Construction Corp. (Miami Skyline) for the construction of the Northeast Branch Library. This Change Order is for a time-only extension of 90 days.

The 90-day time extension is required for the following unforeseen reasons:

(1) Buried concrete from the previously demolished building's foundation was encountered. Miami Skyline was required to conduct exploratory excavation, remove the concrete, back-fill the affected areas, re-excavate, and re-survey. This activity resulted in a time impact of 60 days. ISD staff has placed the previous demolition contractor, who should have detected this condition at the time of the original demolition, on notice for a legal claim in an effort to recover the cost of removal.

(2) Additionally, Miami Skyline was required to remove branches from three existing trees to allow for the continuation of the retaining wall sheet pile installation at the east side of the project. This required revisions to the existing tree permit, which impacted the ability to continue work on the sheet pile installation, resulting in a 30-day time impact.

The Northeast Branch Library project continues to proceed on budget, and, ISD staff has been in regular contact with both Commissioner Heyman as well as the City of Aventura on the progress of this project.

As this project is part of the Economic Stimulus Plan (ESP), the County Mayor or designee is delegated the authority to execute change orders that do not increase the contract amount. Upon approval, this item will be included as part of an ESP ratification package for consideration by the Board. This item has been reviewed and signed by the County Attorney's Office. Please contact me if you have any questions or concerns.

Attachments

MIAMI-DADE COUNTY, FLORIDA

INTERNAL SERVICES

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 1 **CONTRACT NO:** Z00086 **DATE:** 11/27/2012

PROJECT TITLE: Construction of the new Northeast Branch Library

TO CONTRACTOR: Miami Skyline Construction Corp. 705 NE 130th Street Miami, Florida 33161

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This change order is for a non-compensable time extension only. As a result, there will be no fiscal impact to the current funding sources.

(1) The additional construction activity was created by the discovery of remnants from the old building concrete foundations, during the excavation for the new foundation. This required the removal of buried concrete foundations from previous demolished building that were in conflict. (Continued below)

Monetary Justification: There is no monetary adjustment required at this time. The additional cost of the exploration and removal of the concrete footings have been established to be $79,648.59 and paid from the contract contingency allowance. Cost related to the Contractor's insurance and general condition associated with the time extension will be based on the extension of the required insurance coverage (Continued below)

Time Justification: (1) Buried concrete from previous demolished building's foundation was encountered. Contractor was required to remove and conduct exploratory excavation as requested by the Engineer of Record (EOR). Upon removal of encountered concrete, backfilling of the affected areas, re-excavation and re-surveying was required; ISD has also notified the previous Demolition contractor (Continued below)

The parties retain and reserve all of their rights under the contract documents. Miami-Dade County's agreement to this change order does not waive or release its rights to assess liquidated damages for the 90-day period that is the subject of this change order. Miami-Dade County, however, agrees to temporarily suspend the assessment of liquidated damages for 90 days beginning September 6, 2013. Contractor's agreement to this change order does not constitute a release or discharge of any claims for additional costs and time that Contractor alleges it may have against Miami-Dade County.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	$10,564,891.00
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$10,564,891.00
COST OF CHANGES WITH THIS DOCUMENT	$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$10,564,891.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	515 / 0 / 90
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	52 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	657

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

Organization	Accepted By: Name	Title	Date
Miami Skyline Construction Corp.		Contractor	10-18-13
Surety The Guarantee Company of North America USA	Marcus Lee Stevens, Attorney-In-Fact	Surety	October 16, 2013

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)		10/21/13
Approved By: County Mayor		10/31/13
Attested By: Clerk of the Board		

Description of work authorized: (Continued)

. Additional exploratory excavation was required to ensure the non-existence conditions below the new pad foundation as requested by the Engineer of Record (EOR).

(2) Contractor required to remove branches from three (3) existing trees to allow for the continuation of the retaining wall sheet pile installation at the east side. Safety issue with the hydraulic equipment was a concern.

Time Justification: (Continued)

In an effort to mitigate the cost of removal for the above mentioned.
The concurrent activity resulted in a time impact of 60 days.

(2) Permit revisions required by the Dept. of Regulatory & Economic Resources (RER) ("DERM") to modify field conflict. The review/approval process of the request to amend the existing tree permit took more than sixty days causing work to stop on pile installation which was concurrent with the foundation remediation and removal.
This resulted in an overall time impact of 30 days attributed to this occurrence.

Monetary Justification: (Continued)

e for the contract and may be requested at a later time.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Gerald J. Arch, James F. Murphy, Marcus Lee Stevens, Michael A. Holmes
Brown & Brown of Florida, Inc. ~ Ft. Lauderdale

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of October, 2013.

Randall Musselman, Secretary

MIAMI SKYLINE CONSTRUCTION CORP.
609 N.E. 127 th Street, North Miami, Florida 33161
Phone 305 - 899-9696 Fax 305 - 899-8840

LETTER OF TRANSMITTAL #078

Project Name: **NE Regional Library** **Date:** October 18, 2013
Project No: **Z00086**

TO Miami-Dade County General Services Administration
111 NW 1st Street, Suite 2420
Miami, FL 33128
PH: 305-375-1101 FX: 305-375-1125

ATTN:
Ana Navarro

WE ARE SENDING YOU THE ATTACHED:

- [ ] Shop Drawings
- [ ] Prints
- [ ] Plans
- [ ] Revised Spot Survey
- [ ] Educational Specifications
- [ ] Copy of Letter(s)
- [ ] Change Order
- [ ] Specifications
- [X] **CO #1 Signed**

THESE ARE TRANSMITTED AS CHECKED BELOW :

- [X] For Approval
- [X] For your use
- [ ] Approved as noted
- [ ] As Requested
- [X] For your files
- [ ] Approved as submitted
- [ ] Returned for Corrections
- [ ] For review and comment
- [ ] _____

REMARKS:
1 CO #1 Signed

COPY TO :
Office

RECEIVED BY: H. Pamela Bowlin 10/18/13
SIGNED: HB
DATE:

Transmittal #077-Pay Req #13 10-18-13 .xls

Brown & Brown of Florida, Inc.
1201 W. Cypress Creek Road, Ste 130 (Zip: 33309)
P.O. Box 5727
Fort Lauderdale, FL 33310-5727
954/776-2222 • FAX 954/772-7542
Statewide 1-800/339-0259

October 16, 2013

Miami Skyline Construction
Attention: Claudio Rodriguez
609 NE 127th Street
North Miami, FL 33161

RE: **Change Order No. 1**
Bond # 80076403 - Miami Dade County -ISD
Construction of the new Northeast Regional Library (Aventura Library)

Dear Claudio:

Enclosed is the executed change order no. 1 for the referenced bond per your request.

Please do not hesitate to contact us should you have any questions in this regard.

Sincerely,

Vivian Santiago

Vivian Santiago
Surety Division

MIAMI-DADE COUNTY, FLORIDA

INTERNAL SERVICES

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 1 **CONTRACT NO:** Z00086 **DATE:** 6/13/2013

PROJECT TITLE: Construction of the new Northeast Branch Library

TO CONTRACTOR: Miami Skyline Construction Corp. 705 NE 130th Street Miami, Florida 33161

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: (1) The additional construction activity was created by the discovery of remnants from the old building concrete foundations, during the excavation for the new foundation. This required the removal of unforeseen buried concrete foundations from previous demolished building that were in conflict. Additional exploratory excavation was required to ensure the non existence of unforeseen conditions below the new pad foundation as requested by the Engineer of Record (EOR). (Continued below)

Monetary Justification: The additional cost of the exploration and removal of the concrete footings have been established to be approximately $70,000.00 and will be paid from the contract contingency allowance. Cost related to the Contractor's insurance and general condition associated with the time extension will be based on the extension of the required insurance coverage for the contract and may be req (Continued below)

Time Justification: (1) Unforeseen buried concrete from previous demolished building's foundation was encountered. Contractor was required to remove and conduct exploratory excavation as requested by the Engineer of Record (EOR). Upon removal of encountered concrete, backfilling of the affected areas, re-excavation and re-surveying was required; ISD has also notified the previous Demolition contractor (Continued below)

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	$10,564,891.00
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$10,564,891.00
COST OF CHANGES WITH THIS DOCUMENT	$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$10,564,891.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	516 / 0 / 90
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	52 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	657

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

Accepted By:

Organization	Name	Title	Date
Miami Skyline Construction Corp.		Contractor	
Surety		Surety	

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)	Eduardo W. Gonzalez	7/12/13
Approved By: County Mayor		10/31/13
Attested By: Clerk of the Board		

Description of work authorized: (Continued)

(2) Contractor required to remove branches from three (3) existing trees to allow for the continuation of the retaining wall sheet pile installation at the east side. Safety issue with the hydraulic equipment was a concern.

Time Justification: (Continued)

In an effort to mitigate the cost of removal allowing 30 days for notification and response.
The concurrent activity resulted in a time impact of 60 days.

(2) Permit revisions required by the Dept. of Regulatory & Economic Resources (RER) ("DERM") to modify field conflict. The review/approval process of the request to amend the existing tree permit took more than sixty days causing work to stop on pile installation which was concurrent with the foundation remediation and removal.
This resulted in an overall time impact of 30 days attributed to this occurrence.

Monetary Justification: (Continued)

uested at a later time.

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