Memorandum

Date: November 12, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

IITC
Agenda Item No. 3(S)

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving the Rescission of Rejection of Bids and Award of Construction Contract No. S-950 for CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 01 to Poole & Kent Company of Florida

Executive Summary

This item seeks approval from the Board of County Commissioners (the Board) to rescind the Miami-Dade Water and Sewer Department's (WASD's) earlier rejection of all bids and to award Contract No. S-950, CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1 (the Project), to the lowest responsive and responsible bidder, Poole & Kent Company of Florida (the Contractor), for a total amount of $38,624,490.00 and a total Contract period of 1,705 days.

The Project consists of the rehabilitation of existing Plant 01 Return Sludge Pump Stations No. 1, No. 2, and No. 3, and Secondary Clarifiers Plant 01 located at WASD's Central District Wastewater Treatment Plant (CDWWTP). It includes the replacement and/or repair of existing physical equipment and other associated improvements, such as structural; architectural; mechanical; Heating, Ventilation, and Air Conditioning (HVAC); electrical; and instrumentation and controls.

Two (2) bids were received in response to the solicitation. The bids were initially rejected after the apparent low bidder withdrew its bid due to an approximately $5 million pricing error, leaving the remaining bid at 34.30% higher than the Engineer of Record's (EOR's) Opinion of Probable Construction Cost (OPCC) estimate. At that time, WASD determined that rejection of all bids and re-procurement was the most prudent course of action. Following the initial rejection, and in light of the approaching Consent Decree deadline, WASD requested an independent assessment by its Consent Decree Program Management Consultant. The assessment determined that the Contractor's bid was reasonable and commensurate with the Project scope. Based on this evaluation, WASD determined that proceeding with the award was in the County's best interest and is therefore recommending award of the Contract to the Contractor.

WASD serves approximately 2.8 million residents and operates three regional wastewater treatment plants, more than 1,050 pump stations, and over 6,300 miles of sewer mains across the County. Through this Project, WASD will improve wastewater treatment system performance and reduce the occurrence of exceedances of treated effluent limitations. To date, the County has completed approximately 89% of its Consent Decree program and remains on track to meet its remaining project obligations and compliance requirements.

Recommendation

It is recommended that the Board approve the rescission of the rejection of all bids and the competitive award of Contract No. S-950 to Poole & Kent Company of Florida in the amount of $38,624,490.00 and a total Contract period of 1,705 days.

Scope

The Contract will be performed at WASD's CDWWTP, located at 3869 Rickenbacker Causeway, in Commission District 7, which is represented by Commissioner Raquel A. Regalado.

Delegated Authority

Upon Board approval, the County Mayor or County Mayor's designee may exercise all provisions, including the termination provisions, within the Contract. In addition, the County Mayor or County Mayor's designee will manage this Contract pursuant to Section 3-10 of the Code of Miami-Dade County, Florida (WASD's Acceleration Ordinance), which delegates authority to the County Mayor or County Mayor's designee to, among other things, negotiate and settle claims and execute change orders that do not exceed ten percent (10%) of the base contract amount, subject to ratification by the Board.

Fiscal Impact/Funding Source

The fiscal impact to the County is $38,624,490.00, inclusive of the Inspector General (IG) Fee, which WASD has determined to be fair and reasonable. The Project is in WASD's FY 2026-2027 Proposed Budget and Multi-Year Capital Plan.

- Program # 964120, Consent Decree: Wastewater Treatment Plants Projects, Volume #3, Book Page #125.
- The funding sources are: WASD Revenue Bonds Sold and Future WASD Revenue Bonds.
- The funding sources do not include BBC-GOB (Building Better Communities - General Obligation Bond).
- There is no impact to the General Fund.
- The life expectancy of the Project is 15 years.
- Annual Operations Cost Impact / Funding: $182,000.00. The funding source for the operating impact is WASD Operating Revenues.
- Annual Maintenance Cost Impact / Funding: $56,750.00. The funding source for the maintenance impact is WASD Operating Revenues.
- The Project does not include Art in Public Places.

Vendor Selection & Track Record

On January 6, 2026, WASD received and opened two (2) bids in response to the October 23, 2025 advertisement for an open competitive solicitation for the Contract.

Company Name	Base Bid	Total Bid*
Razorback LLC	$22,071,000.00	$26,870,130.00
Poole & Kent Company of Florida	$32,473,000.00	$38,624,490.00

*The Total Bid amounts are inclusive of the contingency and dedicated allowance accounts.

The bids were reviewed by WASD staff and Stantec Consulting Services Inc., the Engineer of Record (EOR), to ensure full compliance with the bid requirements. On January 8, 2026, Razorback LLC notified WASD that it had identified an error of approximately $5 million in its bid price and requested withdrawal of its bid. WASD reviewed the request and granted the withdrawal. See Exhibit A attached hereto. Subsequently, in a letter dated January 27, 2026, Colin Devitt, P.E., Senior Project Manager for the EOR, reported that the bid submitted by the Contractor was 34.30% above the EOR's cost estimate. See Exhibit B attached hereto.

On February 19, 2026, WASD exercised its authority to reject all bids, see Exhibit C attached hereto, with the initial intention to re-procure the Project. However, given the approaching deadlines associated with the Consent Decree, WASD determined that further detailed evaluation of the remaining bid was warranted before initiating a new procurement process. Accordingly, WASD requested an independent assessment from AECOM Technical Services, Inc. (AECOM), the Program Management Consultant / Construction Management Consultant for the Consent Decree Program, and re-evaluation from the EOR.

Following its review, AECOM issued a letter dated June 17, 2026, in which Roger F. Williams, P.E., Consultant Program Manager, concluded that the Contractor's bid amount was reasonable and commensurate with the Project's scope, labor, and trade effort; the complexity of the construction; the extended duration of the Project; the operational constraints; and the risks required to deliver the Project's objectives. AECOM, therefore, recommended acceptance of the Contractor's bid price of $38,624,490.00 and award of the Contract to the Contractor. See Exhibit D attached hereto. In a subsequent letter dated June 24, 2026, EOR employee Mr. Devitt re-affirmed the EOR's recommendation that WASD proceed with award to the Contractor. See Exhibit E attached hereto.

The following due diligence was performed, and the Contractor was determined to be the lowest responsive and responsible bidder:

- There were no Small Business Development (SBD) contract measures assigned to the Contract. The Project Worksheet from the Strategic Procurement Department is attached to this memo as Exhibit F.
- Due diligence was conducted by WASD in accordance with the County's Procurement Guidelines to determine responsibility, including verifying corporate status; performance; and safety record, including OSHA (Occupational Safety and Health Administration) records. The lists that were reviewed included: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings related to the Contractor's responsibility. This information is being provided pursuant to Resolution Nos. R-187-12 and R-1181-18.
- According to the contract history downloaded on June 24, 2026, from Business Management Workforce System (BMWS), the Contractor has been awarded fourteen (14) contracts from the County for a total value of $918 million.
- The Contractor has ninety-four (94) evaluations in the Capital Improvement Information System with an average for all evaluations of 3.5 out of a possible 4.0 points.

Therefore, it is recommended that the recission of the rejection of all bids be approved and that Contract No. S-950 be awarded to the Contractor for a total compensation amount of $38,624,490.00 with a total Contract period of 1,705 days, which consists of 1,460 consecutive calendar days to Substantial Completion; 1,550 consecutive calendar days to Final Completion; and a 155 day contingency time allowance. The proposed Contract, signed by the Contractor, is attached hereto as Exhibit G. There were no protests to this award.

Track Record / Monitoring

WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of the Contract.

Background

On April 9, 2014, the County entered into a Consent Decree with the United States Enivronmental Protection Agency, the State of Florida, and the State of Florida Department of Environmental Protection, which has a completion date of June 2028. To date, the County is on track to meet its project obligations.

This Project is one of 81 wastewater treatment plant project line items listed for completion as part of WASD's Consent Decree. The Consent Decree outlines the activities to be undertaken to reduce exceedances of treated effluent limitations. This includes rehabilitation and improvements to Plant 01 Return Sludge Pump stations and Plant 01 Secondary Clarifiers at the CDWWTP.

The scope of this Project includes the replacement of return sludge pump stations pumps, piping, motor control centers, and structural repairs to pump stations; replacement of HVAC systems, electrical equipment, and instrumentation and control (I/C) systems; repair of secondary clarifier slab walkways; replacement of the

influent distribution channel mixing system, including aeration blowers, diffuser piping, and diffusers; and replacement of I/C systems.

Contract Manager Name/Phone/Email
Paul Adams / 786-863-9425 / paul.adams@miamidade.gov

Project Manager Name/Phone/Email
Christine Wartman / 786-552-8231 / christine.wartman@miamidade.gov

Applicable Ordinances and Measures
The table below depicts the applicable legislative policies.

Title	Legislation	Notations
Local Preference	Code Section 2-8.5	Applicable
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Applicable
Sea Level Rise	Ordinance 14-79	Applicable
Sustainable Buildings Program	Implementing Order 8-8	Not Applicable
Buy American Iron & Steel Procurement Program	Code Section 2-8.2.6.1	Applicable
Office of Inspector General Fee	Code Section 2-1076	Applicable
User Access Program	Code Section 2-8.10	Applicable

Project Chronology

Event	Projected Date
1. Pre-Bid Meeting date if applicable	11/5/2025
2. Bid Opening date	1/6/2026
3. Planned Bid Award date	TBD
4. Planned Pre-Construction meeting date	TBD
5. Planned Notice to Proceed date	TBD
6. Planned Groundbreaking date	TBD
7. Planned Completion date	TBD

SIGNATURE PAGE

CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1, Contract S-950

OMB DIRECTOR — DATE 09/21/2026

Approved as to legal sufficiency

Assistant County Attorney — DATE 9/16/26

Roy Coley
Deputy Mayor — DATE 10/5/26

Attachments

From: Noah Kilmer
To: Adams, Paul (WASD); Ramos, Eileen (WASD); Altamirano, Antoinette A. (WASD)
Cc: Anthony Houllis; Rodriguez, Jean-Marie (WASD); Clerk of the Board (COC)
Subject: Re: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1
Date: Tuesday, February 3, 2026 3:36:11 PM
Attachments: image001.png
image002.png
Outlook-3y3f1cwt.png

Exhibit A

Mr. Adams,

I appreciate your timely response.

If you all would please mail it to the address below, it would be greatly appreciated.

177 Anclote Rd,
Tarpon Springs, FL 34689

Noah Kilmer
Lead Bid Manager
177 Anclote Road
Tarpon Springs, FL 34689
Cell: 813.403.7113
Office: 727.938.9500
Razorbackllc.com

From: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>
Sent: Tuesday, February 3, 2026 3:06 PM
To: Noah Kilmer <noah.kilmer@razorbackllc.com>; Ramos, Eileen (WASD) <Eileen.Ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Cc: Anthony Houllis <anthony@razorbackllc.com>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: RE: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Mr. Kilmer

WASD will return the bond, please let me know how to send it.

Paul

Paul F. Adams
Chief, Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Ave., Suite 107, Miami, Florida 33146
Office: (786) 552-8178 Cell: 786-863-9425
www.miamidade.gov/water (-> urldefense.com)
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From: Noah Kilmer <noah.kilmer@razorbackllc.com>
Sent: Tuesday, February 3, 2026 1:19 PM
To: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>; Ramos, Eileen (WASD) <Eileen.Ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Cc: Anthony Houllis <anthony@razorbackllc.com>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: Re: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Mr. Adams,

I hope you are doing well.

I am writing to respectfully follow up on our prior request for withdrawal of the bid bond, which was submitted several weeks ago. I understand these matters take time, and I truly appreciate your assistance and responsiveness throughout the process.

By way of context, the bond currently being held represents a significant portion of our bonding capacity. As a result, it has begun to impact our ability to manage existing work and pursue upcoming opportunities. While we are doing our best to navigate this, the limitation has become increasingly challenging.

We completely understand that this isn't the only item on your plate, and we're grateful for any update you're able to provide or guidance on next steps

Thank you again for your time and consideration.

Sincerely,

Noah Kilmer
Lead Bid Manager
177 Anclote Road
Tarpon Springs, FL 34689

Cell: 813.403.7113
Office: 727.938.9500
Razorbackllc.com

From: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>
Sent: Friday, January 16, 2026 9:07 AM
To: Noah Kilmer <noah.kilmer@razorbackllc.com>; Ramos, Eileen (WASD) <Eileen.Ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Cc: Anthony Houllis <anthony@razorbackllc.com>; Matt Pisoni <matt@razorbackllc.com>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: RE: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Good morning,

I do not have a decision at this time. I will advise as soon as one is made.

Paul

Paul F. Adams
Chief, Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Ave., Suite 107, Miami, Florida 33146
Office: (786) 552-8178 Cell: 786-863-9425
www.miamidade.gov/water (-> urldefense.com)
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From: Noah Kilmer <noah.kilmer@razorbackllc.com>
Sent: Thursday, January 15, 2026 4:24 PM
To: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>; Ramos, Eileen (WASD) <Eileen.Ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Cc: Anthony Houllis <anthony@razorbackllc.com>; Matt Pisoni <matt@razorbackllc.com>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: Re: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Good afternoon,

I hope this message finds you well.

I am writing to follow up on my previous email to see if there has been any further updates.

I understand that processing times may vary and appreciate your assistance.

I look forward to hearing from you all.

Best regards,

Noah Kilmer
Lead Bid Manager
177 Anclote Road
Tarpon Springs, FL 34689
Cell: 813.403.7113
Office: 727.938.9500
Razorbackllc.com

From: Noah Kilmer <noah.kilmer@razorbackllc.com>
Sent: Friday, January 9, 2026 1:15 PM
To: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>; Ramos, Eileen (WASD) <Eileen.Ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Cc: Anthony Houllis <anthony@razorbackllc.com>; Matt Pisoni <matt@razorbackllc.com>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: Re: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Paul,

Thanks for your prompt reply. In response to your request for additional information, the clerical error identified relates to the electrical pricing incorporated into the bid.

Specifically, due to a decimal error during bid compilation, the electrical value in the bid was incorrect. The resulting discrepancy exceeded **$5 million** and therefore had a material impact on the total bid amount.

The error was identified during post-bid internal review and promptly communicated to

the County prior to any notice of acceptance or recommendation for award.

Respectfully,

Noah Kilmer
Lead Bid Manager

177 Anclote Road
Tarpon Springs, FL 34689
Cell: 813.403.7113
Office: 727.938.9500
Razorbackllc.com

From: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>
Sent: Friday, January 9, 2026 9:42 AM
To: Noah Kilmer <noah.kilmer@razorbackllc.com>; Ramos, Eileen (WASD) <Eileen.Ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Cc: Anthony Houllis <anthony@razorbackllc.com>; Matt Pisoni <matt@razorbackllc.com>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: RE: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Good morning,

This is to confirm receipt of the request from Razorback to withdraw their bid. In order to investigate this situation, please provide additional details describing the nature of the error and the impact on the bid.

Paul

Paul F. Adams
Chief, Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Ave., Suite 107, Miami, Florida 33146
Office: (786) 552-8178 Cell: 786-863-9425
www.miamidade.gov/water (-> urldefense.com)
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From: Noah Kilmer <noah.kilmer@razorbackllc.com>
Sent: Thursday, January 8, 2026 1:45 PM
To: Ramos, Eileen (WASD) <eileen.ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>

Cc: Anthony Houllis <anthony@razorbackllc.com>; Matt Pisoni <matt@razorbackllc.com>; Adams, Paul (WASD) <Paul.Adams@miamidade.gov>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: Re: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

To Whom It May Concern,

Razorback LLC respectfully submits this written notice regarding our bid for the above-referenced project, which was opened on January 6, 2026.

Following the bid opening and during a subsequent internal review, we discovered a material clerical error in our bid submission. The error was unintentional and clerical in nature and resulted in the bid not accurately reflecting our intended price.

Upon discovery of this error, and prior to any notice of acceptance or recommendation for award by Miami-Dade County, we are providing prompt notice and respectfully request withdrawal of our bid without forfeiture of the bid bond.

We appreciate the County's consideration of this request and are available to discuss or provide additional information if needed.

Noah Kilmer
Lead Bid Manager
177 Anclote Road
Tarpon Springs, FL 34689
Cell: 813.403.7113
Office: 727.938.9500
Razorbackllc.com

From: Ramos, Eileen (WASD) <eileen.ramos@miamidade.gov>
Sent: Thursday, January 8, 2026 9:35 AM
To: Noah Kilmer <noah.kilmer@razorbackllc.com>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Cc: Matt Pisoni <matt@razorbackllc.com>; Adams, Paul (WASD) <Paul.Adams@miamidade.gov>; Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>; Clerk of the Board (COC) <Clerk.Board@miamidadeclerk.gov>
Subject: RE: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Good morning, Noah,

Bids for Contract No. S-950 were opened on January 6, 2026, and at this time we can send the "as-read" bid results. The complete bid tally is only available 30 days after the bid opening or

once an award is made, whichever is earlier.

Engineer's Estimate	Razorback LLC	Poole & Kent Company of Florida
29,252,677.93	**26,870,130.00**	**38,624,490.00**

Lastly, since this project is still under the Cone of Silence until the award recommendation is filed, please copy the Clerk of the Board on all future correspondence to County staff.

Regards,

Eileen Ramos, Construction Contracts Specialist
Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Avenue, Suite 107-05, Miami, Florida 33146
Email: eileen.ramos@miamidade.gov
Office: 786-552-8255
www.miamidade.gov/water

From: Noah Kilmer <noah.kilmer@razorbackllc.com>
Sent: Wednesday, January 7, 2026 10:10 AM
To: Ramos, Eileen (WASD) <eileen.ramos@miamidade.gov>; Altamirano, Antoinette A. (WASD) <antoinette.altamirano@miamidade.gov>
Cc: Matt Pisoni <matt@razorbackllc.com>
Subject: S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

Good morning, Mrs. Ramos and Mrs. Altamirano,

I wanted to reach out in regard to the **S-950 - CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1** bid that was due yesterday at 2:00PM.

Do you all have a detailed bid tabulation for this bid? If so, would you be able to share this with us?

If not, is there an anticipated timeline on when we can anticipate receiving a detailed bid tabulation?

Best regards,

Noah Kilmer
Lead Bid Manager
177 Anclote Road
Tarpon Springs, FL 34689

Cell: 813.403.7113
Office: 727.938.9500
Razorbackllc.com

Stantec

900 Ponce de Leon Blvd Suite 900
Coral Gables, FL 33134
(M) 708.204.1262

Exhibit B

Bid Evaluation and Recommendation

To: Mr. Paul Adams
Chief, Construction Contracts Division
Miami Dade Water and Sewer Department (WASD)
3071 SW 38th Ave., Suite 107
Miami, Florida 33146

From: Colin Devitt, P.E.

Date January 27, 2026

Subject: Contract No. S-950 – CD 2.07 Secondary Clarifiers Plant 1 and CD 2.09 Return Sludge Pump Stations Plant 1
Construction Bid Evaluation and Recommendation Letter

Dear Mr. Adams,

The Bid opening for Contract No. S-950 – CD 2.07 Secondary Clarifiers Plant 1 and CD 2.09 Return Sludge Pump Stations Plant 1 took place on January 6, 2026, at 2:30 pm (EST) via Teams Meeting. Two (2) bids were received and presented in **Table 1** below.

Table 1. Contract No. S-950 Bid Tabulation Summary

Bid Price	Engineer's Estimate (OPCC)	Razorback LLC	Poole & Kent Company of Florida
Base Bid	$24,179,361.00	$22,071,000.00	$32,473,000.00
Total Bid	$29,252,677.93	$26,870,130.00	$38,624,490.00

Razorback LLC submitted the lowest bid with a base bid price of $22,071,000.00 and a total bid price of $26,870,130.00. However, WASD Procurement has communicated that Razorback LLC identified a $5,000,000.00 error in their bid and has requested withdrawal of the submission. In review of Razorback LLC's bid there is a difference of $5,301,914.00 between the Engineer's Estimate and Razorback LLC's estimate for Bid Item No. 3. Per the Engineer's Estimate Bid Item No. 3 was estimated at $6,001,914.00, whereas Razorback LLC has estimated $700,000.000.

Also, Razorback LLC has not provided sufficient qualifications to demonstrate Compliance with Special Provisions Section 1.3, Specific Project Experience as Required. Item B requires, *"The Bidder or Bidder's Electrical Subcontractor shall have successfully completed a minimum of three (3) projects demonstrating experience with installation of electrical equipment rated for 13.2KV AND 480V power supply."* The

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Coral Gables, FL 33134
(M) 708.204.1262

experience provided as part of Razorback LLC's bid package does not clearly indicate they meet this requirement. Altogether, they are not eligible for an award and the consideration shall go to the second lowest bidder, Poole & Kent.

Poole & Kent submitted the second lowest bid with a base bid price of $32,473,000.00 and a total bid price of $38,624,490.00. Stantec has reviewed the bid submission, price and qualifications submitted by Poole & Kent. Based on these reviews, Poole & Kent is the lowest apparent bidder for Contract No. S-950 and presented that they meet the minimum required experience qualifications for this Contract.

The Engineer's Opinion of Probable Construction Cost (OPCC) based bid estimate was $24,179,361.00. Poole & Kent's base bid price is 34.3% higher than the Engineer's OPCC. As per Special Provisions Section 1.1, Verification of Pricing and Resources, the County at its sole discretion may reject bids where the County determines that the Contractor has submitted a price that is unbalanced or insufficient to perform the Work, is in excess of the County's estimate to perform the Work, etc. It further states that if the County determines, at its sole discretion, that any of the above exists, the County may elect to award to the next low bidder, obtain additional bids, issue a separate solicitation, or utilize in-house forces to complete the work.

Subject to WASD's final review and satisfaction, Stantec recommends that the Miami-Dade Water and Sewer Department (WASD) determine, at its sole discretion, whether to exercise Special Provisions Section 1.1 due to the submitted bid price exceeding the Engineer's Estimate by 34.3%, or to proceed with award to Poole & Kent.

Should you have any questions, please reach out to me at 708-204-1262.

Regards,

Colin Devitt, P.E.
Senior Project Manager
Stantec Consulting Services, Inc.
colin.devitt@stantec.com
708-204-1262

Memorandum

MIAMI-DADE COUNTY

Date: February 9, 2026

Exhibit C

To: Jay J. Fink, P.E.
Director
Water and Sewer Department

From: Marisela Aranguiz-Cueto, P.E.,
Deputy Director of Planning, Regulatory Compliance, and Capital Infrastructure
Water and Sewer Department

Subject: Request to Reject all Bids and Re-Advertise Contract No. S-950, CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1

RECOMMENDATION:
Pursuant to the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Code of Miami-Dade County, it is recommended that the County Mayor or County Mayor's designee approve this recommendation to reject all bids received by WASD in response to the October 23, 2025 solicitation for Contract No. S-950 and re-advertise the project.

DELEGATION OF AUTHORITY:
The County Mayor or County Mayor's designee is authorized to reject bids pursuant to the provisions of Section 2-8.2.12 (4)(b) of the Code of Miami-Dade County.

PROJECT NAME:
S-950, CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1.

PROJECT DESCRIPTION:
The scope of this Contract consists of rehabilitation of existing Plant 01 Return Sludge Pump Stations No. 1, No. 2, and No. 3 and Secondary Clarifiers Plant 01 located at the Central District Wastewater Treatment Plant (CDWWTP) which includes the replacement and/or repair of existing physical equipment, and other associated improvements such as structural, architectural, process mechanical, HVAC, electrical, and instrumentation and controls. The total construction cost is estimated to be $29,252,677.93, with a project duration of 1,550 calendar days, consisting of 1,460 calendar days to Substantial Completion and 1,550 to Final Completion, with a 155-day contingency allowance.

PROJECT LOCATION:
This project impacts District 7, which is represented by Commissioner Raquel A. Regalado.

FISCAL IMPACT / FUNDING SOURCE:
There is no fiscal impact to the County for the rejection of bids

TRACK RECORD / MONITOR/ SBD HISTORY OF VIOLATIONS:
Due diligence was conducted by WASD on the bids, there was no review by the Internal Services Department Small Business Division.

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RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
2:05:44 PM, 2/19/2026
CLERK OF THE BOARD

EXPLANATION:
On January 6, 2026, WASD received two (2) bids for S-950 in response to a solicitation advertised on October 23, 2025. After the bids were opened, Razorback discovered an error of approximately $5 million in their bid and requested to withdraw their bid. The second low bidder, Poole & Kent Company of Florida, was 34% more than the engineer's estimate. The Engineer of Record has reviewed the bids and recommended rejecting all bids.

Engineer's Estimate	Razorback, LLC	Poole & Kent Company of Florida
$29,252,677.93	$26,870,130.00	$38,624,490.00

It is in the best interest of the County to reject all bids, review the solicitation, investigate the discrepancy between the bids and the estimate, and re-advertise the project incorporating any necessary changes.

Jay J. Fink, WASD Director
on behalf of Mayor Daniella Levine Cava

2/19/26
DATE

AECOM
2 Alhambra Plaza
Suite 900
Coral Gables, FL 33134
www.aecom.com

305 444 469 tel
305 447 3580 fax

Exhibit D

June 18, 2026

Christine Wartman, PE
CD Program Manager
Miami-Dade Water and Sewer Department
3071 SW 38 Avenue
Miami Florida, 33146

RE: Contract No. S-950 — CDWWTP, CD 2.07 Secondary Clarifiers Plant 1 and CD 2.09 Return Sludge Pump Stations Plant 1
PMCM Recommendation of Award and Bid Price Reasonableness

Dear Ms. Wartman:

On behalf of AECOM, the Program Management / Construction Management (PMCM) Consultant for the Miami-Dade Water and Sewer Department ("MDWASD" or the "Department") Consent Decree Program, this letter presents PMCM's review and reasonableness assessment of the bid submitted by The Poole & Kent Company of Florida ("Poole & Kent") for Contract No. S-950. The project comprises of the multidisciplinary rehabilitation and modification of Return Activated Sludge (RAS) Pump Stations No. 1, 2, and 3 and associated secondary-treatment improvements at the Central District Wastewater Treatment Plant ("CDWWTP"). Poole & Kent submitted a total bid price of **$38,624,490.00** on January 6, 2026. Based upon the analysis below, the PMCM team concludes that the bid is fair, reasonable, and consistent with prevailing market pricing for comparable work at the CDWWTP and recommends that the Department proceed with award to Poole & Kent.

1. Basis of Review and PMCM Cost Library

The PMCM team has provided oversight and administration of more than twenty-five (25) capital improvements projects at CDWWTP. Through its ongoing engagement with contractors and vendors actively performing work at the facility, each with an established record of project delivery and pricing, the PMCM team maintains a current, site-specific database of unit costs and aggregate construction values. That cost library captures awarded and negotiated pricing, demonstrated trade productivity, and the regional labor, equipment, and material costs applicable to the disciplines at issue, together with the operational and execution constraints that govern construction within an active treatment facility. The PMCM team's assessment of the Poole & Kent bid is grounded in that library and in its direct knowledge of prevailing costs at the plant.

2. Price Reasonableness

Measured against comparable, contemporaneously priced work for substantially the same scope resident in the PMCM cost library, the Poole & Kent bid demonstrates close alignment:

Comparable Work	PMCM Cost Library	Poole & Kent	Diff.
Electrical work — RAS PS No. 1, 2 & 3	$7,992,000	$8,000,000	+0.1%
Construction base (all work items)	$33,657,000	$32,473,000	−3.5%
All-in (incl. allowances & contingency) [1]	**≈ $38,732,000**	**$38,624,490**	**−0.3%**

[1] Library all-in for the comparable effort comprises its base construction value plus standard dedicated allowances and the Contract's permit (3% of base) and contingency (10% of base) accounts.

The Poole & Kent all-in price falls within approximately 0.3% of the comparable value in the library, and its pricing of the largest single discipline, the electrical work, within approximately one-tenth of one percent. On the construction base, the Poole & Kent figure is approximately 3.5% lower, achieved while including system-integration / instrumentation-and-controls and influent channel mixing scope not carried in the comparable base. The bid is therefore within the documented pricing range for this work at the facility, a conclusion further corroborated by the PMCM team's broader knowledge of awarded values across its active projects at the CDWWTP.

3. Complexity and Schedule Constraints

The price level reflected in both the library value and the Poole & Kent bid is driven by demands specific to this Contract that materially increase cost relative to conventional construction: an extended duration (Final Completion within 1,550 consecutive calendar days, with a 155-day Time Allowance Account); dry-season sequencing that confines critical pump station outages and tie-ins to limited seasonal windows; three (3) discrete operational milestones (Substantial Completion of RAS PS No. 1, 2, and 3 at 730, 1,100, and 1,460 calendar days, respectively) requiring multiple mobilization and demobilization cycles; complex temporary bypass pumping and flow management to sustain uninterrupted treatment during construction; and the operational, safety, scheduling, and coordination risk of executing major improvements within an active treatment facility. Poole & Kent acknowledged the full duration, each milestone, and the Time Allowance Account.

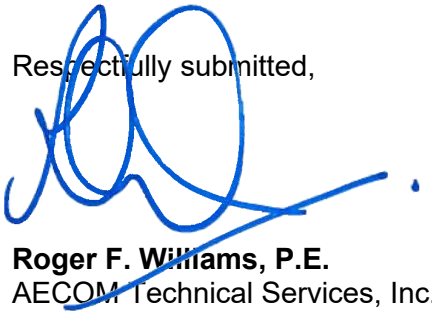
4. Responsiveness and Recommendation

Poole & Kent submitted a complete and conforming proposal, including its bid bond, certified resolution, questionnaire, and qualifications and experience package and acknowledged all five (5) addenda, the contract duration, each milestone, the Time Allowance Account, and the User Access Program fee. The PMCM team considers Poole & Kent an experienced, qualified, and financially capable contractor that meets the qualification requirements for this Contract.

Accordingly, the PMCM team concludes that the Poole & Kent bid is reasonable, and commensurate with the scope, labor and trade effort, construction complexity, extended duration, operational constraints, and risk required to deliver the project objectives. It is therefore recommended that MDWASD accept the bid price of **$38,624,490.00** and proceed

with award of Contract No. S-950 to The Poole & Kent Company of Florida as the qualified lowest responsive and responsible bidder.

Respectfully submitted,



Roger F. Williams, P.E.
AECOM Technical Services, Inc.
Consultant Program Manager – CDPMCM Team

Cc: Jay Fink, MDWASD
Marisela Aranguiz- Cueto, MDWASD
Leticia Smith, MDWASD
Paula Echeverry, CD-PMCM
Craig Gordon, CD-PMCM
Melba Fernandez, CD-PMCM
Joan Dorrian, CD-PMCM

Stantec

900 Ponce de Leon Blvd Suite 900
Coral Gables, FL 33134
(M) 708.204.1262

Exhibit E

Bid Evaluation and Recommendation

To: Mr. Paul Adams
Chief, Construction Contracts Division
Miami Dade Water and Sewer Department (WASD)
3071 SW 38th Ave., Suite 107
Miami, Florida 33146

From: Colin Devitt, P.E.

Date June 24, 2026

Subject: Contract No. S-950 – CD 2.07 Secondary Clarifiers Plant 1 and CD 2.09 Return Sludge Pump Stations Plant 1
Construction Bid Evaluation and Recommendation Letter

Dear Mr. Adams,

The Bid opening for Contract No. S-950 – CD 2.07 Secondary Clarifiers Plant 1 and CD 2.09 Return Sludge Pump Stations Plant 1 took place on January 6, 2026, at 2:30 pm (EST) via Teams Meeting. Two (2) bids were received and presented in **Table 1** below.

Table 1. Contract No. S-950 Bid Tabulation Summary

Bid Price	Engineer's Estimate (OPCC)	Razorback LLC	Poole & Kent Company of Florida
Base Bid	$24,179,361.00	$22,071,000.00	**$32,473,000.00**
Total Bid	$29,252,677.93	$26,870,130.00	**$38,624,490.00**

Razorback LLC submitted the lowest bid with a base bid price of $22,071,000.00 and a total bid price of $26,870,130.00. However, Razorback LLC communicated a $5,000,000.00 error in their bid and have asked their bid to be withdrawn. In review of Razorback LLC's bid there is a difference of $5,301,914.00 between the Engineer's Estimate and Razorback LLC's estimate for Bid Item No. 3. Per the Engineer's Estimate Bid Item No. 3 was estimated at $6,001,914.00, whereas Razorback LLC has estimated $700,000.000.

Also, Razorback LLC has not provided sufficient qualifications to demonstrate Compliance with Special Provisions Section 1.3, Specific Project Experience as Required. Item B requires, "The Bidder or Bidder's Electrical Subcontractor shall have successfully completed a minimum of three (3) projects demonstrating experience with installation of electrical equipment rates for 13.2KV AND 480V power supply." The experience provided as part of Razorback LLC's bid package does not meet this

900 Ponce de Leon Blvd Suite 900
Coral Gables, FL 33134
(M) 708.204.1262

requirement. Altogether, they are not eligible for an award, and the consideration shall go to the second lowest bidder, Poole & Kent.

Poole & Kent submitted the second lowest bid with a base bid price of $32,473,000.00 and a total bid price of $38,624,490.00. Stantec has reviewed the bid submission, price and qualifications submitted by Poole & Kent. Based on these reviews, Poole & Kent is the lowest apparent bidder for Contract No. S-950 and presented that they meet the minimum required experience qualifications for this Contract. The Engineer's Opinion of Probable Construction Cost (OPCC) base bid estimate was $24,179,361.00. Poole & Kent's base bid price is 34.3% higher than the Engineer's OPCC. Poole & Kent's bid pricing exceeded initial expectations, reflecting current market conditions within the construction industry, including escalating fuel and material costs. A review of the submitted bids further indicated that the Engineer's OPCC for Bid Item 1 (General Requirements) and Bid Item 2 (Mobilization) were understated relative to prevailing market rates, contributing to the observed overall variance.

Subject to WASD's final consideration and satisfaction, in consideration of current market conditions and Consent Decree milestones, Stantec recommends proceeding with the contract award to Poole & Kent in the amount of their Total Bid of $38,624,490.00.

Should you have any questions, please reach out to me at 708-204-1262.

Regards,

Colin Devitt, P.E.
Senior Project Manager
Stantec Consulting Services, Inc.
colin.devitt@stantec.com
708-204-1262

Strategic Procurement Department

Project Worksheet

Exhibit F

Project/Contract Title:	**CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1**	**Received Date:**	**6/30/2025**
Project/Contract No:	**S-950 (13282)**	**Funding Source:**	**WASD Revenue Bonds Sold and Future WASD Revenue Bonds**
Department:	**Water & Sewer**		
Estimated Cost of Project/Bid:	**$26,597,297.10**		
Description of Project/Bid:	**The work consists of rehabilitation of existing Plant 01 Return Sludge Pump Stations No. 1, No. 2, and No. 3 and Secondary Clarifiers Plant 01 located at the Central District Wastewater Treatment Plant (CDWWTP) which includes the replacement and/or repair of existing physical equipment, and other associated improvements such as structural, architectural, process mechanical, HVAC, electrical, and instrumentation and controls.**		

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	SBE - Services	

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - SERVICES (SBE-S).
PRA reviewed this project pursuant to Implementing Order 3-41 for a SBE-Services (SBE-S) subcontracting measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. These indicate a No Measure is appropriate as no SBE-S subcontracting opportunities were possible for this project.

NAICS 237990 Other Heavy and Civil Engineering Construction and NAICS 236220 Commercial and Institutional Building Construction

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

Section Chief, Project Review and Analysis Unit

8/1/2025
Date

Exhibit G

CONTRACT

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

WITNESSETH

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

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

CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant 1, Contract No. S-950

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Thirty Eight Million, Six Hundred and Twenty-Four Thousand, Four Hundred and Ninety Dollars and No Cents (U.S. Dollars) $38,624,490.00.**

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

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

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

5. The "Contract Documents" are hereby defined as the Advertisement for Bids, Questionnaire, Instruction to Bidders, Proposal, Certified Resolution for Proposal and Bid Form, Bid Bond, all forms submitted pre and post award, including, without limitation, Miami-Dade County Vendor Affidavits Form, Sworn Statement – Public Entity Crimes, Clearinghouse Affidavit, Job Order Request form, and the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), this Contract, Certified Resolution for Contract and Performance and Payment Bond, Performance and Payment Bond, Standard Construction General Contract Conditions, revised August 1, 2023, the Technical Specifications, Plans and Drawings designated in the specifications, all Technical Appendices, all Addenda, Water & Sewer Department Special Provisions, Change Orders to the Contract, Notice to Proceed, Referenced Codes and Standards,

Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

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

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

7. The County retains the right to audit any and all information regarding this Contract as described in the Standard Construction General Contract Conditions, Article 12 G (Miscellaneous Provisions – Audit Rights)

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or his designee, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the Mayor or the Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Contract Conditions Article on Termination for Convenience.

9. "Contract Execution Date" means the date of the last signature on this contract.

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CONTRACT

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

(OFFICIAL SEAL)

ATTEST:
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Attested by: _____
Deputy Clerk

By: _____
Mayor

_____
Date

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

_____
Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST

Assistant (Secretary)

David A. Strickland
(Print or type name)

Poole & Kent Company of Florida
(Name of Corporation)

By: _____
(Signature of Officer)

Patrick H. Carr
(Print or type name)

President & CEO
(Official Title)

1781 N.W. North River Drive

Miami, FL 33125
(Address)

(PARTY OF THE SECOND PART)

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

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 20, 2027

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**

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

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING: (1) THE RESCISSION OF THE REJECTION OF ALL BIDS, AND (2) THE AWARD OF CONTRACT NO. S-950 FOR CD 2.07 SECONDARY CLARIFIERS PLANT 01 AND CD 2.09 RETURN SLUDGE PUMP STATIONS PLANT TO POOLE AND KENT COMPANY OF FLORIDA IN THE TOTAL AMOUNT OF $38,624,490.00 WITH A TOTAL CONTRACT PERIOD OF 1,705 DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT, EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN, AND MANAGE THE CONTRACT PURSUANT TO SECTION 3-10 OF THE COUNTY CODE

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: (1) the rescission of the rejection of all bids, and (2) the award of Contract No. S-950 for CD 2.07 Secondary Clarifiers Plant 01 and CD 2.09 Return Sludge Pump Stations Plant to Poole and Kent Company of Florida in the total amount of $38,624,490.00 with a total Contract period of 1,705 days. The Board also authorizes the County Mayor or County Mayor's designee to execute the Contract on behalf of the County; to exercise all provisions, including the termination clause, contained therein; and to manage the Contract pursuant to section 3-10 of the Code of Miami-Dade County (WASD's Acceleration Ordinance).

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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2027. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis