

Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(O)(2)

From: Carlos A. Gimenez
Mayor

Resolution No. R-410-20

CONSENT DECREE

Subject: Resolution Approving a Design-Build Contract to Poole & Kent Company of Florida to Provide Design-Build Services for the Construction of South District Wastewater Treatment Plant and the Central District Wastewater Treatment Plant Sludge Thickening and Dewatering Buildings – Project No. DB18-WASD-02; Contract No. 19PKCOF002

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a design-build contract (Contract) to Poole & Kent Company of Florida (Poole & Kent) to provide design-build services for the construction of South District Wastewater Treatment Plant (SDWWTP) and the Central District Wastewater Treatment Plant (CDWWTP) Sludge Thickening and Dewatering Buildings – Project No. DB18-WASD-02; Contract No. 19PKCOF002, pursuant to Section 2-8.1 of the Miami-Dade County Code. The total compensation amount shall not exceed \$195,555,440 with a total contract term of 1,029 calendar days for the SDWWTP and 1,086 calendar days for CDWWTP. This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

Section 2-8.2.12 of the Code of Miami-Dade County (i.e. Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance) delegates authority to the County Mayor or County Mayor's designee to award Consent Decree Projects that meet certain conditions. One of the conditions that must be met before the County Mayor or County Mayor's designee can award a contract under Section 2-8.2.12 of the Code is that the base value of a recommended award does not exceed the base estimate by more than ten percent (10%). Because Poole & Kent's base bid of \$177,972,000 is approximately 15.6 % higher than the base value, it does not meet this condition, and Board approval of this contract award recommendation is required.

DELEGATION OF AUTHORITY

Upon Board approval of the contract award recommendation, pursuant to Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County, the County Mayor or County Mayor's designee will be authorized to amend and extend the Contract, waive liquidated damages, negotiate and settle claims, and execute change orders that do not exceed 10 percent of the base contract amount.

PROJECT NAME

Design-Build Services for the Construction of SDWWTP and the CDWWTP Sludge Thickening and Dewatering Buildings.

PROJECT DESCRIPTION: See attached Exhibit A, "Scope of Services."

Honorable Chairwoman Audrey M. Edmonson
 and Members, Board of County Commissioners
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PROJECT LOCATION: The CDWWTP is located at 3989 Rickenbacker Causeway, Miami, Florida 33160 and the SDWWTP is located at 8950 S.W. 232 Street, Miami, Florida 33170.

PRIMARY COMMISSION DISTRICTS: District 7, Commissioners Xavier L. Suarez
 District 8, Commissioner Daniella Levine Cava

APPROVAL PATH: Board of County Commissioners

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

SMALL BUSINESS DEVELOPMENT (SBD): Project Worksheets attached as Exhibit B.
RESUBMITTAL DATE: 10/09/2018 **SIGNOFF DATE:** 10/15/2018

TYPE	GOAL	COMMENT
SBE- Architectural/Engineering	14.00%	Implementing Order 3-32
SBE-Goods and Services	2.00%	Implementing Order 3-41
SBE-Construction	9.43%	Implementing Order 3-22
Community Workforce Program	10.00%	

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS

TYPE	CODE	DESCRIPTION
Lead A/E	6.03	Water and Sanitary Sewer Systems – Water and Sanitary Sewage Treatment Plants
Lead A/E	11.00	General Structural Engineering
Lead A/E	16.00	General Civil Engineering
Lead A/E	17.00	Engineering Construction Management
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	10.05	Environmental Engineering – Contamination and Assessment Monitoring
Other	12.00	General Mechanical Engineering
Other	13.00	General Electrical Engineering
Other	14.00	Architecture
Other	15.01	Surveying and Mapping – Land Surveying

SUBCONSULTANTS/SUBCONTRACTORS

The following Subconsultants/Subcontractors with percentages (%) are being utilized to meet the assigned Small Business Enterprise (SBE) goals. See attached Exhibit C, “Certificate of Assurance and Utilization Plan.”

Subconsultants	Goal	Services
A.D.A. Engineering, Inc.	2.00%	Civil Engineering
Axioma 3, Inc.	3.50%	Architecture
Bello and Bello Land Surveying Corporation	0.50%	Surveying
Carollo Engineers, Inc.	N/A	Lead Designer

Chen Moore and Associates, Inc.	N/A	Civil/Site Engineering
Corcel Corp.	1.650%	Furnish Pipe, Valves, Fittings, Pumps & Related
Dodec, Inc.	3.288%	Mechanical Engineering
Eli's Mechanical Corp.	1.096%	Mechanical Engineering
Fraga Engineers, LLC	5.00%	Heat Ventilation and Air Conditioning
Gamboa Engineers, LLC	3.50%	Electrical Engineering
Gresham Smith	N/A	Mechanical Engineering
Lehman Pipe and Plumbing Supply, Inc.	0.350%	Furnish Pipe, Valves, Fittings, Pumps & Related
Longitude Surveyors, LLC	0.50%	Surveying
Mar's Contractors, Inc.	2.507%	Mechanical and Plumbing
Nutting Engineers of Florida, Inc.	N/A	Geotechnical Services
Sunshine State Air Conditioning, Inc.	2.575%	Heat Ventilation and Air Conditioning
Terracon Consultants, Inc.	N/A	Materials Testing/Geotechnical
Vital Engineering, Inc.	2.00%	Electrical Engineering

FISCAL IMPACT/ FUNDING SOURCES:

Future WASD Revenue Bonds, WASD Revenue Bonds Sold and Wastewater Renewal Fund

CAPITAL BUDGET PROJECT NUMBER - DESCRIPTION: See attached Exhibit "D."

964120 Wastewater Treatment Plants – Consent Decree Projects

Adopted FY 2019-2020 Budget and Multi-Year Capital, Volume 3, Page 71 \$195,555,440

PTP FUNDING: No
GOB FUNDING: No
ARRA FUNDING: No
TOTAL CONTRACT PERIOD: 1,029 SDWWTP
 1,086 CDWWTP
CONTINGENCY TIME: 120 SDWWTP
 120 CDWWTP
IG FEE INCLUDED IN BASE CONTRACT: Yes
ART IN PUBLIC PLACES: No

BASE CONTRACT AMOUNT: \$177,972,000 Engineering \$ 14,856,000
 Construction \$163,116,000

Contingency Allowance (Section 2-8.1 of the Miami-Dade County)

Type	Percent	Amount	Comment
Design-Build	10%	\$1,485,600	The Contingency Allowance fees are calculated in accordance with Ordinance No. 00-65: five percent of construction costs totaling \$8,155,800, and 10 percent of engineering costs totaling \$1,485,600.
	5%	\$8,155,800	
		\$9,641,400	

DEDICATED ALLOWANCES:

Permit Fees	\$ 4,893,480
Permit Prep Utility Coordination	\$ 148,560
Changes in Soils Conditions	\$ 500,000
Utility Relocations	\$ 800,000
Environmental Investigations	\$ 1,000,000
Furnishing	\$ 500,000
<u>Fire Suppression System</u>	<u>\$ 100,000</u>
TOTAL DEDICATED ALLOWANCES:	\$ 7,942,040
TOTAL CONTRACT AMOUNT:	\$195,555,440

SEA LEVEL RISE (ORD. NO. 14-79): The impact of sea level rise will be considered as part of the design.

SUSTAINABLE BUILDINGS ORDINANCE (Ord. 07-65): The Sustainable Buildings Ordinance does not apply to this design-build project.

TRACK RECORD/MONITOR

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

EXPLANATION:

On November 13, 2018, a Request for Design-Build Services was issued under full and open competition. On January 11, 2019, the Clerk of the Board received two proposals, in response to the solicitation, Poole and Kent Company of Florida and Garney Companies Inc. Because fewer than three proposals were received in response to the RDBS, an analysis of market availability was conducted. On February 4, 2019, the market analysis was approved by the ISD to move forward with the recommendation to proceed with the two proposals received. See attached Exhibit E, “List of Respondents.”

On February 5, 2019, SBD completed its review of the SBE contract measures and confirmed that both firms had complied with the Step 1 submittal requirements. See attached Exhibit F, “SBD Compliance Review – Step 1.”

Step 1:

At the Step 1 “Evaluation of Qualifications” meeting held on March 6, 2019, the Competitive Selection Committee reviewed and ranked the qualifications of the two firms received on January 11, 2019, see “Step 1 Tabulation Report” attached as Exhibit G. Subsequently, the Competitive Selection Committee short-listed both firms to submit a Base Technical Proposal as required by the Request to Design-Build Services Design Criteria Package for the Step 2 “Technical and Price Proposal Evaluation” meeting.

On March 27, 2019, Garney Companies Inc., one of the two short-listed firms, submitted a question via BidSync requesting that the County waive Local Preference for the Project. On April 4, 2019, via Addendum Six ISD responded that pursuant to Section 2-8.5 the Miami-Dade County Code, Local Preference was included in the RDBS and therefore will be applied as stipulated in the solicitation for the Project. As the Board of County Commissioners is the awarding authority for this Project, the application of Local Preference may only be waived upon approval of the Board of County Commissioners.

On April 22, 2019, Garney Companies Inc. officially withdrew from participation on this solicitation. Garney's decision to withdraw was based on the County's decision regarding Local Preference, See attached Exhibit H "No Bid letter."

Step 2:

On May 10, 2019, one Technical Proposal was received in response to the Step 2 Technical and Price Proposal.

Step 2 Technical and Price Proposal Meeting:

The Step 2 "Technical and Price Proposal" meeting (Oral Presentations) was held on June 12, 2019. The Competitive Selection Committee evaluated Poole & Kent based on the Step 2 evaluation criteria and recommended that the County Mayor or County Mayor's designee approve negotiations with Poole & Kent. See the tabulation report attached as Exhibit I, "Step 2 Tabulation Sheet."

Firm	Qualitative Score	Alternate/Base Price Proposal	Adjusted Bid	Final Ranking
Poole & Kent Company of Florida	467	\$181,472,000	388591	1

WASD requested the Design-Criteria Professional, Stantec Consulting Services, Inc to evaluate Poole & Kent's qualifications, and explain the exceedance in price between Design-Criteria Professional's base estimate of \$157,004,412, exclusive of contingencies and allowances based on a Class 4 Opinion of Probable Construction Cost or "OPCC" completed on January 12, 2019 for CDWWTP and April, 19, 2019 for SDWWTP and Poole & Kent's base bid of \$177,972,000, which is approximately 15.6 percent higher. In correspondence dated October 7, 2019, see attached Exhibit "J," Stantec Consulting Services, Inc. explained that Poole & Kent's base bid was within the accuracy range of the Design-Criteria Professional's estimate and the price difference could be attributed to two factors, including: (1) having a single bidder, and (2) the AACE Class 4 estimate which has an expected accuracy range of: Low -15 percent to -30 percent, High +20 percent to +50 percent. Stantec Consulting Services, Inc. further stated that Poole & Kent and their selected specialty subcontractors met the required minimum experience qualifications.

Based on the above, Stantec Consulting Services, Inc. recommended that the County proceed with negotiations.

The Negotiation Committee was approved by the County Mayor's designee on July 1, 2019, the Negotiation Committee met and concluded its fourth negotiations meeting on September 26, 2019, with Poole & Kent. See attached Exhibit K, "Negotiation Authorization."

On July 11, 2019, SBD completed its Step 2 review of the SBE contract measures and confirmed that Poole & Kent have complied with the contract measures. See attached Exhibit L "Compliance Review Step 2."

Based on the ISD's CIIS database, Poole & Kent has 59 evaluations with an average 3.5 rating out of a possible total 4.0 points. See attached Exhibit "M."

PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST THREE (3) YEARS:

According to the Firm History Report provided by Internal Services Department, Division SBD, Poole & Kent has been awarded 10 contracts with Miami-Dade County, with a total contract value of \$219,625,377 in the past three years. See attached Exhibit N, "Firm History Report."

Submittal Date: 01/11/2019
Estimated Notice to Proceed: 04/01/2020
Company: Poole & Kent Company of Florida
Principal/Company Qualifier: Patrick Carr
Email Address: patrickc@pkflorida.com
Company Address: 1781 N.W. North River Drive
Miami, Florida 33125
Years in Business: 101

Minimum Qualifications Exceed Legal Requirements: Yes, see attached Exhibit O, "Minimum Experience and Qualifications."

Occupational and Safety Health Administration (Per Resolution R-1181-18):
See Attached Exhibit "P"

Applicable Wages (Resolution No. R-54-10): Yes
Mandatory Clearing House: No

Contract Manager Name/Phone/Email: Patty Palomo/786-552-8040/
Patty.Palomo@miamidade.gov
Project Manager Name/Phone/Email: Daniel Edwards/786-552-5354
Daniel.Edwards@miamidade.gov

BACKGROUND:

Miami-Dade County has entered into a Consent Decree (United States District Court for the Southern District of Florida, Case No. 1:12-cv-24400-FAM, hereinafter referred to as "Consent Decree") with the United States, Environmental Protection Agency, the State of Florida, and Florida Department of Environmental Protection, to remediate its aging wastewater infrastructure. This Project is intended to satisfy the requirements identified in Consent Decree Projects 1.06, 1.08, 2.12, 2.13, 2.16, and 2.18(2).

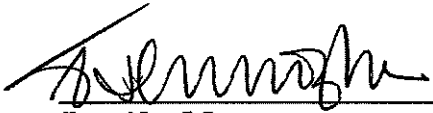
This Project was previously advertised but was not successfully awarded due to the following circumstances:

- On July 20, 2016, a RDBS was issued under full and open competition.
- On September 2, 2016, proposals were received from PC Construction Company and Poole and Kent Company of Florida.

- On July 26, 2017, Poole and Kent Company was found non-responsive due to the elimination of one of their team members; one of their subconsultants did not have an active prequalification certification required by the Solicitation and Administrative Order 3-39.
- On May 1, 2018, PC Construction Company withdrew its proposal due to a lengthy procurement process, the latter of which resulted in the expiration of the bid bond. The process was lengthy due to several factors related to a complicated solicitation, including extending the advertisement timeframe because only two proposals were received, the process of finding one of the bidders non-responsive, extended time-frame for submittal of technical proposals due to the complexity of the project and length of negotiations with the final bidder for which the parties could not agree on standard contract language.
- On July 24, 2018, via Resolution No. R-790-18 the Board ratified the action of the County Mayor's designee to reject and re-advertise the Project.

Signature Page

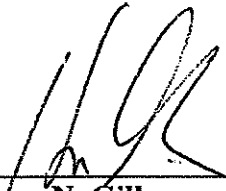
**WASD Project No. DB18-WASD-02
Design-Build Services for the Construction of South District Wastewater
Treatment Plant and the Central District Wastewater Treatment Plant Sludge
Thickening and Dewatering Buildings**



Jennifer Moon
Deputy Mayor/OMB Director

12/12/19

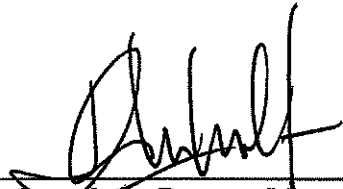
Date



Henry N. Gillman
Assistant County Attorney

12/5/19

Date



Jack Osterholt, Deputy Mayor
On Behalf of Mayor Carlos A. Gimenez

1/22/20

Date

EXHIBIT A

SCOPE OF SERVICES

Miami-Dade County has entered into a Consent Decree (United States District Court for the Southern District of Florida, Case No. 1:12-cv-24400-FAM, hereinafter referred to as "Consent Decree") with the United States, Environmental Protection Agency, the State of Florida, and Florida Department of Environmental Protection (FDEP) (collectively "Regulatory Agencies"), to remediate its aging wastewater infrastructure. This Project is intended to satisfy the requirements identified in the Consent Decree (CD) as CD Projects 1.06, 1.08, 2.12, 2.13, 2.16, and 2.18(2).

The DESIGN-BUILDER shall perform its services such that the design of the capital improvements are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the Project Schedule, the Consent Decree and the requirements of the Clean Water Act, WASD's National Pollutant Discharge Elimination System Permits, Florida Department Environmental Protection regulations, and any additional applicable regulatory requirements. The DESIGN-BUILDER shall be familiar and acknowledges that it will comply with the Consent Decree that is on WASD's website at <http://www.miamidade.gov/water/wastewater-improvement-projects.asp>. The DESIGN-BUILDER recognizes and acknowledges that the COUNTY has engaged a Program and Construction Management Consultant (PM/CM) to supervise the implementation of the COUNTY'S compliance with the Consent Decree.

SCOPE OF SERVICES –CD PROJECTS 1.06 and 1.08 SDWWTP SLUDGE THICKENING AND DEWATERING BUILDING (WORK ORDER S-884)

The Design-Builder shall provide all resources and professional services to perform the planning, engineering design, coordination with Water and Sewer Operations, permitting, construction, code compliance inspections, concrete, soil and other materials testing furnishing of all materials, fabrication and installation, labor and equipment necessary for the construction of all civil/site, process mechanical, architectural, structural, electrical, instrumentation, plumbing, Heat Ventilation Air Conditioning (HVAC), fire protection, odor control components and all other necessary components to facilitate successful design, construction and commissioning of the new Sludge Thickening and Dewatering Building located at 8950 S.W. 232 Street, Miami, FL 33190. The SDWWTP (S-884) has an average annual daily flow (AADF) of 112.5 million gallons per day (MGD).

The Design-Builder shall follow the Design Criteria Package inclusive of CD design standards for the development of this Project. The minimum design life shall be twenty (20) years for major electrical and mechanical equipment, with the exception of Variable Frequency Drives (VFDs) that shall have a design life of fifteen (15) years. Structures shall have a minimum design life of fifty (50) years. The Project shall consist of the following main elements:

- a. A combined Sludge Thickening and Dewatering Building to house the sludge thickening system, the digested sludge dewatering system and other engineering features to support the thickening and dewatering process. Support systems to include dry polymer feed and storage (for both thickening and dewatering sludge), polymer dosage optimization system, dewatered cake pumping and storage, cake conveyance, Thickened Waste Activated Sludge (TWAS) pumping, thickening and dewatering centrate pumping, mono-rails, bridge crane, truck load-out facilities for dewatered cake, provisions for future cake transfer to proposed biosolids management facilities (provided by others), plant service water and sewer systems, other ancillaries required for a completely functional facility.
- b. The building shall be cast-in-place lower level, with precast upper level walls, as proposed in Design Enhancement No. 3, and shall be designed to meet all local and state building code requirements. The building shall be two (2) stories high, the finished floor elevation shall comply with WASD "Design Guide for Hardening Wastewater Treatment Facilities against Flooding from Surge, Sea Level Rise and Extreme Rainfall", and the footprint shall be approximately 150 feet by 140 feet. Features shall include an operations and control room, break room, locker rooms and bathrooms, industrial facility freight elevator, electrical room, mechanical room, loading and unloading areas,

- chemical storage and feeding areas, storage areas, and operator parking area. The building exterior shall be insulated, and exterior should include architectural features and theme similar to adjacent facilities onsite. Roof shall be double tee and hollow core construction as proposed in Design Enhancement No. 4. The building foundations shall be based on spread footers as proposed in Design Enhancement No. 1. Wet-wells associated with the building shall be installed "at-grade" as proposed in Enhancement No. 2.
- c. Thickening system consisting of six (6) centrifuges (4 operational, 2 standby). Centrifuges should be suitable for unmanned operations.
 - d. Thickened Waste Activated Sludge pumping via six (6) transfer pumps. Each Thickening Sludge Transfer Pump will receive TWAS directly from its corresponding Centrifuge without the utilization of TWAS Wetwells as proposed in Enhancement No. 6.
 - e. Digested sludge dewatering system consisting of four (4) centrifuges (2 operational, 2 standby). Centrifuges should be suitable for unmanned operations.
 - f. Controls and instrumentation equipment, including programming, reliability demonstration, performance testing.
 - g. Connection to onsite power supply.
 - h. Electrical room to include transformers, feed conduits, and duct banks, to serve the proposed Sludge Thickening and Dewatering Building, is to be an external room attached to the building's south wall. The DESIGN-BUILDER is required to coordinate electrical duct bank routing and connections design with WASD Operation and Maintenance staff and adhere to CD design standards, including generation of duct bank plan and profile drawings.
 - i. Associated electrical equipment, including but not limited to, arc-flash switchgear, Motor Control Centers (MCCs), electrical accessories, conduits and feeders and duct banks. Relocation of sensitive control equipment and electrical room configuration shall be as per the proposed Design Enhancement No. 5.
 - j. Odor control system for the facility using bio-filters. This system shall be designed to treat the air produced by the process, equipment, and centrate wet-wells, as well as the cake transfer bin and cake storage silos.
 - k. Ferric sulfate chemical storage and feed system for struvite control.
 - l. Dry polymer system for the thickening process.
 - m. Dry polymer system for the dewatering process.
 - n. Sludge holding bin, to include light bottom storage silo with at least two (2) discharge points.
 - o. Climate control and ventilation system appropriate for the facility.
 - p. Piping and connections associated with:
 - Centrate
 - Potable water
 - Non-potable / flushing water
 - Sewer service
 - q. Centrate conveyance includes two (2) above ground redundant wetwells and three (3) solids handling centrifugal pumps (2 duty, 1 standby) as proposed in Design Enhancement No. 7.
 - r. Sludge conveyance of:
 - Waste Activated Sludge (WAS) to the proposed Thickening and Dewatering Building.
 - TWAS from the proposed Thickening and Dewatering Building to the acid phase digesters or secondary digesters.
 - Digested sludge from the existing digester system to the Thickening and Dewatering Building.
 - s. Access roads and parking areas for operations, maintenance, and sludge hauling.
 - t. Demolition of existing dewatering facility at a separate location within the SDWWTP (S-884) and ancillary components to an elevation of five (5) feet below ground level. This includes the capping/sealing of abandoned pipes and survey locations.
 - u. Demolition of existing pavement and drainage at proposed site location.
 - v. DESIGN-BUILDER shall provide system Operation and Maintenance manuals for compliance with FDEP.
 - w. The DESIGN-BUILDER shall develop a design and construct a storm water collection system such that all storm water generated from the thickening/dewatering facilities is collected and disposed of into the existing plant sanitary sewer system.

**SCOPE OF SERVICES CD PROJECTS 2.12, 2.13, 2.16, and 2.18(2) CDWWTP
SLUDGE THICKENING AND DEWATERING BUILDING (WORK ORDER S-888)**

The DESIGN-BUILDER shall provide all resources and professional services to perform the planning, engineering design, coordination with Water and Sewer Operations, permitting, construction, code compliance inspections, concrete, soil and other materials testing furnishing of all materials, fabrication and installation, labor and equipment necessary for the construction of all civil/site, process mechanical, architectural, structural, electrical, instrumentation, plumbing, HVAC, fire protection, odor control components and all other necessary components to facilitate successful design, construction and commissioning of the new dewatering/thickening facilities located at the CDWWTP (S-888), located at 3989 Rickenbacker Causeway, Miami, FL 33149. The CDWWTP (S-888) has an AADF of 143 MGD.

The DESIGN-BUILDER shall follow the Design Criteria Package inclusive of CD design standards for the development of this Project. The minimum design life shall be twenty (20) years for major electrical and mechanical equipment, with the exception of Variable Frequency Drives (VFDs) that shall have a design life of fifteen (15) years. Structures shall have a minimum design life of fifty (50) years. The Project shall consist of the following main elements:

1. A combined thickening and dewatering building to house the sludge thickening system, the digested sludge dewatering system and other engineering features to support the thickening and dewatering process. Support systems to include dry polymer feed and storage (for both thickening and dewatering sludge), polymer dosage optimization system, dewatered cake pumping and storage, cake conveyance, Thickened Waste Activated Sludge (TWAS) pumping, thickening and dewatering centrate/filtrate, monorails, bridge crane, truck load-out facilities for dewatered cake, plant service water and sewer systems, other ancillaries required for a completely functional facility.
2. The building shall be cast-in-place lower level, with precast upper level walls, as proposed in Design Enhancement No. 3, and shall be designed to meet all local and state building code requirements. The building shall be two (2) stories high, the finished floor elevation shall comply with WASD "Design Guide for Hardening Wastewater Treatment Facilities against Flooding from Surge, Sea Level Rise and Extreme Rainfall", and the footprint shall be approximately 200 feet by 200 feet. Features shall include an operations and control room, break room, locker rooms and bathrooms, industrial facility freight elevator, electrical room, mechanical room, loading and unloading areas, chemical storage and feeding areas, storage areas and operator parking area. The building exterior shall be insulated, and exterior should include architectural features and theme similar to adjacent facilities onsite. Roof shall be double tee and hollow core construction as proposed in Design Enhancement No. 4. The building foundations shall be based upon the utilization of auger cast piles. Wet-wells associated with the building shall be installed "at-grade" as proposed in Enhancement No. 2.
3. Thickening system consisting of eight (8) enclosed gravity belt thickeners (GBT's). GBT's should be suitable for unmanned operations.
4. Digested sludge dewatering system consisting of four (4) dewatering centrifuges units (2 operational, 2 standby). Dewatering units shall be suitable for unmanned operations.
5. Controls and instrumentation equipment, including programming, reliability demonstration, performance testing.
6. Dedicated electrical substation building to include transformers, feed conduits, and duct banks, to serve the proposed Sludge Thickening and Dewatering Building as shown in the preliminary Contract drawings. The is required to coordinate electrical duct bank routing and connections design with WASD operation and maintenance, and adhere to CD design standards, including generation of duct bank plan and profile drawings.
7. Associated electrical equipment, including but not limited to, arc-flash switchgear, Motor Control Centers (MCCs), electrical accessories/conduits and feeders, and duct banks. Relocation of sensitive control equipment and electrical room configuration shall be as per the proposed Design Enhancement No. 5.
8. Dedicated biological odor control system for the facility using bio-filters. This includes GBT and centrifuge units, dewatered cake storage and unloading operation, thickened sludge and centrate/filtrate wetwells and Waste Activated Sludge (WAS) feed/blending tanks.
9. Ferric sulfate chemical storage and feed system for struvite control.
10. Dry polymer system for the thickening process, including approximately 5,000-gallon water tank.

11. Dry polymer system for the dewatering process, including approximately 5,000-gallon water tank.
12. Three (3) sludge holding bins to include light bottom storage silo with at least four (4) discharge points per silo.
13. Two (2) sludge blending tanks of approximately 105,000 gallons each.
14. Climate control and ventilation system appropriate for the facility.
15. Centrate conveyance includes two (2) above ground redundant wetwells and four (4) solids handling centrifugal pumps (3 duty, 1 standby) as proposed in Design Enhancement No. 7.
16. Sludge conveyance of:
 - a. Sludge received from the North District Wastewater Treatment Plant from existing pipelines entering the site to the proposed Sludge Thickening and Dewatering System.
 - b. Waste Activated Sludge (WAS) from the existing return activated sludge pipelines at the CDWWTP (S-888) facilities to the proposed Sludge Thickening and Dewatering System.
 - c. TWAS from the proposed Sludge Thickening and Dewatering Building to the existing digesters system.
 - d. Digested sludge from the existing digesters system to the proposed Thickening/Dewatering facilities.
17. A storm water collection system designed to collect and transport all runoff from the proposed site and direct it to the plant 2 Headworks. This system shall include a pump station facility with underground wet well with submersible pumps operating in lead lag standby configuration, inclusive of power supply and electrical ancillary equipment. DESIGN-BUILDER is required to coordinate electrical duct bank routing and connections design with WASD Operation and Maintenance staff, and adhere to CD design standards, including generation of duct bank plan and profile drawings. Design criteria for the collection system and pump station is included in the Civil section of the BODR.
18. Load cells for each silo.
19. Grading, paving and drainage of the thickening and dewatering building and adjacent areas.
20. Demolition of existing pavement, drainage and re-grading at proposed site location and ancillary components to an elevation of five (5) feet below ground level.
21. DESIGN-BUILDER shall provide system Operation and Maintenance manuals for compliance with FDEP.
22. Integrated sludge screening facility to include containerized screens, dumpster room, booster water tanks, and booster water pumps for providing utility water to wash screening, inclusive of instrumentations, controls, power supply and ancillary equipment.

For this Project, the COUNTY has accepted seven (7) "Enhancements" submitted by the DESIGN-BUILDER, which is represented in Exhibit "A". In accordance with the RDBS, since the DESIGN-BUILDER has been awarded the Project Contract based on these Enhancements, the DESIGN-BUILDER accepts full technical, cost and schedule responsibility and risks for the feasibility of implementing the Enhancements as established by the Design-Build Contract Price and Schedule Dates.

The DESIGN-BUILDER agrees that if any of the Enhancements are determined not feasible or impractical based on the performance criteria described in the Design Criteria Package or for any reason, including any reason beyond the control of the DESIGN-BUILDER, the DESIGN-BUILDER is required to perform the Project, without recourse, in accordance with the original requirements of the RDBS Design Criteria Package and at the same price and schedule as contracted.

The COUNTY'S decision to accept the Enhancements shall be final and binding upon execution of this Contract. However, the COUNTY'S decision to proceed with the Enhancements does not relieve the DESIGN-BUILDER of all responsibilities and risks for implementing the Enhancements or performing the original Design Criteria approach to meet the Contract Schedule Dates if the Enhancements are determined not feasible.

EXHIBIT B



Project Worksheet

Project/Contract Title: CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
 Received Date: 10/09/2018
 Project/Contract No: DB18-WASD-02 (BUILD)
 Funding Source: WASD REVENUE BONDS SOLD, WASTEWATER RENE
 Department: WATER AND SEWER
 Resubmittal Date(s): 10/09/2018
 Estimated Cost of Project/Bid: \$149,189,713.00
 Description of Project/Bid: Design-Build Services for the Construction of South District Wastewater Treatment Plant and Central District Wastewater Treatment Plant Sludge thickening and Dewatering Buildings

Measure	Program	Goal Percent
Goal	SBE/GS	2.00%
Goal	SBE/CONS	9.43%
Workforce Goal	CWP	10.00%

SMALL BUSINESS ENTERPRISE - CONSTRUCTION

An analysis of the factors contained in Section VI. C. of Implementing Order 3-22 indicates that a 9.43% Small Business Enterprise - Construction (SBE-CONS) subcontractor goal is appropriate for the trades of Water and Sewer Line Related Structures Construction (Water & Sewer Line Contractors (6.97% - Thickening/Dewatering) and Other Heavy and Civil Engineering Construction (2.46% - Civil).

SMALL BUSINESS ENTERPRISE - GOODS

An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates a 2.00% Small Business Enterprise - Goods Sub-Contractor Goal is appropriate for this contract in Construction Materials (1.0%) (15010) and Electrical Equipment & Supplies (Except Cable & Wire) (1.0%) (28500).

The SBE/Goods Subcontractor Goal can be met by First Tier (Prime Contractors) and Second Tier (Subcontractors) certified SBE/Goods firms.

CWP Estimated Workforce: CWP Workforce Recommendation:

Commodity Code: 15010-Construction Materials (Not Otherwise Classified); 28500-Electrical Equipment And Supplies (Except Cable And Wire)
 Trade Category: 237110-Water And Sewer Line And Related Structures Construction; 237990-Other Heavy And Civil Engineering Construction

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Water and Sewer Line and Related Structures Construction	SBE/CONS	\$10,398,523.00	6.97%	
Construction Materials (not Otherwise Classified)	SBE/GS	\$1,491,897.13	1.00%	
ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)	SBE/GS	\$1,491,897.13	1.00%	
Other Heavy and Civil Engineering Construction	SBE/CONS	\$3,670,066.94	2.46%	
Total		\$17,052,384.20	11.43%	

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

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



Small Business Development Division
Project Worksheet

Project/Contract Title: CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Project/Contract No: DB18-WASD-02 (BUILD)
Department: WATER AND SEWER
Estimated Cost of Project/Bid: \$149,189,713.00
Received Date: 10/09/2018
Funding Source: WASD REVENUE BONDS SOLD, WASTEWATER RENE
Resubmittal Date(s): 10/09/2018



Tier 1 Set Aside _____ Tier 2 Set Aside _____
Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____
No Measure _____ Deferred _____ Selection Factor _____
CWP _____
SBD Director _____ Date 10-15-18

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Small Business Development Division Project Worksheet

Project/Contract Title: THE CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS **Received Date:** 10/09/2018
Project/Contract No: DB18-WASD-02 (DESIGN) **Funding Source:** WASD REVENUE BONDS
Department: WATER AND SEWER **Resubmittal Date(s):** 10/09/2018
Estimated Cost of Project/Bid: \$16,410,868.00 **SOLD**
Description of Project/Bid: Design-Build Services for the Construction of South District Wastewater Treatment Plant and Central District Wastewater Treatment Plant Sludge Thickening and Dewatering Buildings

Measure	Program	Goal Percent
Goal	SBE/AE	14.00%

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/AE)

An analysis of the factors contained in Section V. C. of Implementing Order 3-32, as well as the factors contained in the project package indicates a 14.00% SBE-A&E Sub-Consultant Goal is appropriate for this contract in the technical categories of Architecture (TC 14.00) (5.0%), Geotechnical & Materials Engineering Services (TC 9.02) (3.0%), Concrete & Asphalt Testing Services (TC 9.03) (1.0%), General Electrical Engineering (TC 13.00) (2.0%) and General Mechanical Engineering (TC 12.00) (3.0%).

Technical Category: 0902-Geotechnical & Materials Engineering Services; 0903-Concrete And Asphalt Testing Services; 1000-Environmental Engineering; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1400-Architecture; 1500-Surveying And Mapping

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	SBE/AE	\$492,326.04	3.00%	
GENERAL ELECTRICAL ENGINEERING	SBE/AE	\$328,217.36	2.00%	
CONCRETE AND ASPHALT TESTING SERVICES	SBE/AE	\$164,108.68	1.00%	
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	SBE/AE	\$492,326.04	3.00%	
ARCHITECTURE	SBE/AE	\$820,543.40	5.00%	
Total		\$2,297,521.52	14.00%	

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

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



Small Business Development Division
Project Worksheet

Project/Contract Title: THE CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Project/Contract No: DB18-WASD-02 (DESIGN)
Department: WATER AND SEWER
Estimated Cost of Project/Bid: \$16,410,868.00
Received Date: 10/09/2018
Funding Source: WASD REVENUE BONDS SOLD
Resubmittal Date(s): 10/09/2018

Tier 1 Set Aside _____ Tier 2 Set Aside _____
Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____
No Measure _____ Deferred _____ Selection Factor _____
CWP _____ SBD Director _____ Date 10-15-18

EXHIBIT C

SECTION E
SBD CERTIFICATE OF ASSURANCE FORM



SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE (COA)
SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).
Design-Build Services for the Construction of
South and Central Wastewater Treatment Plants

Project No.: DB18-WASD-02 Project Title: Sludge Thickening and Dewatering Buildings

Name of Bidder/Proposer: Poole & Kent Company of Florida Contact Person: Patrick H. Carr, President & CEO

Address: 1781 N.W. North River Drive City: Miami State: FL ZIP: 33125

Phone Number: 305-325-1930 Email address: patrickc@pkflorida.com

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: 14.00 % SBE-A/E, 9.43 % SBE-Cons, X Trade Set-aside SBE-Cons, 2.00 % SBE-G, and/or 2.00 % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

Patrick H. Carr, President & CEO
Print Prime Bidder's Name & Title

Prime Bidder's Signature

January 11, 2019
Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-A/E, SBE-Cons, SBE-G and/or SBE-S measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Patrick H. Carr, President & CEO, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Signature of Officer

SWORN TO and subscribed before me this 11th day of January, 20 19

Signature of Notary Public-State of Florida

My Commission Expires: February 1, 2021



Revised 6/18

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: Open
Estimated Cost: \$16,410,868

Return
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Vendor information

Vendor Name	A.D.A. ENGINEERING, INC.
Vendor Contact Person	Ivette Argudin
Phone	305-551-4608 Ext. 304
Fax	305-551-8977
Email	largudin@adaeng.net
Address	8550 NW 33RD ST STE 202 DORAL, FL 33122

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	2/19/2019	2/19/2020	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$328,217 Percent: 2.000%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - A&E goal
Work Description	Civil
Work Codes	<input checked="" type="checkbox"/> MDC-TCC 06-03 WATER AND SANITARY SEWAGE TREATMENT PLANTS <input checked="" type="checkbox"/> MDC-TCC 12 GENERAL MECHANICAL ENGINEERING <input checked="" type="checkbox"/> MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING <input checked="" type="checkbox"/> MDC-TCC 16 GENERAL CIVIL ENGINEERING <input checked="" type="checkbox"/> MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT

Estimated Start Date
 Estimated End Date

Confirmation Status

Status **Assignment Confirmed**
 Action Taken By **Ivette Argudin on 1/25/2019 ([view eSignature details](#))**

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$16,410,868**

Return

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Vendor Information

Vendor Name AXIOMA 3, INC.
Vendor Contact Person EDUARDO CASTINEIRA
Phone 305-667-8333
Fax 305-667-6670
Email EDC@AXIOMA3.COM
Address 7418 SW 48th St
 Miami, FL 33155

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	5/14/2019	5/14/2020	Miami-Dade County
SBE-A&E	5/14/2019	5/14/2020	Miami-Dade County
SBE-G&S	5/14/2019	5/14/2020	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$574,380
 Percent: 3.500%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - A&E goal
Work Description Architecture
Work Codes  MDC-TCC 14 ARCHITECTURE
Estimated Start Date
Estimated End Date

Confirmation Status

Status  **Assignment Confirmed**
Action Taken By EDUARDO CASTINEIRA on 1/28/2019 ([view eSignature details](#))

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$16,410,868**

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Vendor Information

Vendor Name BELLO AND BELLO LAND SURVEYING CORPORATION
Vendor Contact Person Odalys Bello
Phone 305-251-9606
Fax
Email odalys@belloland.com
Address 12230 SW 131st Ave
 201
 Miami, FL 33186

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	10/31/2018	10/31/2019	Miami-Dade County
SBE-G&S	10/31/2018	10/31/2019	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$82,054
 Percent: 0.500%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - A&E goal
Work Description Surveying
Work Codes

- MDC-TCC 15 SURVEYING AND MAPPING
- NAICS 541370 Surveying and Mapping (except Geophysical) Services ([More](#))

Estimated Start Date
Estimated End Date

Confirmation Status

Status **Assignment Confirmed**
Action Taken By Odalys Bello on 1/29/2019 ([view eSignature details](#))

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
 Estimated Cost: **\$149,189,713**

Return Shown below is the subcontractor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name: **CORCEL CORP.**
 Vendor Contact Person: **Ray Corona**
 Phone: **305-636-1880**
 Fax: **305-636-1897**
 Email: **ray@corcelcorp.com**
 Address: **2461 NW 23 ST
 MIAMI, FL 33142**

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	5/10/2019	6/30/2020	Miami-Dade County
SBE-G&S	5/10/2019	6/30/2020	Miami-Dade County

Subcontractor Details

Vendor Type: **Subcontractor**
 Subcontractor Tier: **Tier 1 Subcontractor to Poole & Kent Company of Florida**
 Proposed Amount & Percent: Amount: **\$3,012,000**
 Percent: **1.650%**
 Type of Participation: **Supplier - Regular Dealer at 100.0% Participation**
 - An established, regular business that engages, as its principal business, in the purchase, sale, or lease of the products being supplied.
 Count Towards Goal: **Yes - assigned to SBE - Goods goal**
 Work Description: **Furnish Pipe, Valves, Fittings, Pumps & Related**
 Work Codes: NIGP 658 **PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)**
 NIGP 659 **Pipe and Tubing Fittings**
 NIGP 670 **Plumbing Equipment, Fixtures, and Supplies**
 NIGP 720 **Pumping Equipment and Accessories**
 Estimated Start Date:
 Estimated End Date:

Confirmation Status

Status: **Assignment Confirmed**
 Action Taken By: **Ray Corona on 7/10/2019 ([view eSignature details](#))**

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

[Return](#) Shown below is the subcontractor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name	Dodec, Inc.
Vendor Contact Person	Steven Pantry
Phone	305-826-4022 Ext. 104
Fax	305-826-4075
Email	officemanager@dodecinc.com
Address	3140 W 84 St Unit D-2 Hialeah, FL 33018

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-Con	8/15/2018	8/15/2019	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$6,000,000 Percent: 3.288%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - Con goal
Work Description	Mechanical
Work Codes	NAICS 238220 Mechanical contractors (More)
Estimated Start Date	
Estimated End Date	

Confirmation Status

Status	Assignment Confirmed
Action Taken By	Diana Child on 7/9/2019 (view eSignature details)

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DB18-WASD-02 (BUILD); CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

Return Shown below is the subcontractor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name **ELI'S MECHANICAL CORP.**
 Vendor Contact Person **FRANCISCO GOMEZ**
 Phone **786-200-9412**
 Fax **954-499-1031**
 Email **ELISCORP7@YAHOO.COM**
 Address **3434 W 84th Street
Hialeah, FL 33018**

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-Con	8/17/2018	8/17/2019	Miami-Dade County
SBE-G&S	8/17/2018	8/17/2019	Miami-Dade County

Subcontractor Details

Vendor Type **Subcontractor**
 Subcontractor Tier **Tier 1 Subcontractor to Poole & Kent Company of Florida**
 Proposed Amount & Percent
 Amount: **\$2,000,000**
 Percent: **1.096%**

Type of Participation **Subcontractor/Subconsultant at 100.0% Participation**
 - Firm that directly provides services for the contract:

Count Towards Goal **Yes - assigned to SBE - Con goal**

Work Description **Mechanical**

Work Codes **NAICS 238220 Mechanical contractors [\(More\)](#)**

Estimated Start Date
 Estimated End Date

Confirmation Status

Status **Assignment Confirmed**

Action Taken By **FRANCISCO GOMEZ on 7/9/2019 [\(view eSignature details\)](#)**

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$16,410,868**

[Return](#)

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Vendor Information

Vendor Name Fraga Engineers, LLC
Vendor Contact Person Irene Fraga
Phone 305-444-8210
Fax 305-444-5920
Email ifraga@fragaeng.com
Address 135 SAN LORENZO AVENUE SUITE 890
 CORAL GABLES, FL 33146

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	3/26/2019	3/26/2020	Miami-Dade County
SBE-A&E	3/26/2019	3/26/2020	Miami-Dade County
SBE-G&S	3/26/2019	3/26/2020	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$820,543
 Percent: 5.000%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - A&E goal
Work Description Mechanical/HVAC Engineering
Work Codes

- MDC-TCC 12 GENERAL MECHANICAL ENGINEERING
- MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING
- MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT
- NAICS 541310 Architectural Services ([More](#))
- NAICS 541330 Engineering services ([More](#))

Estimated Start Date

Estimated End Date

Confirmation Status

Status Assignment Confirmed
Action Taken By CRISTINA SANT CRUZ on 1/29/2019 ([view eSignature details](#))

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Status: **Open**
Estimated Cost: **\$16,410,868**

Return
 Shown below is the subcontractor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name	GAMBOA ENGINEERS LLC
Vendor Contact Person	Mario Gamboa
Phone	954-533-1121
Fax	
Email	ggamboa@gamboainc.com
Address	7035 SW 47 ST #B30 Miami, FL 33155

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	3/13/2019	2/29/2020	Miami-Dade County
SBE-G&S	3/13/2019	2/29/2020	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$574,380 Percent: 3.500%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - A&E goal
Work Description	Electrical Engineering
Work Codes	<input checked="" type="checkbox"/> MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING <input checked="" type="checkbox"/> NIGP 925 Engineering Services, Professional <input checked="" type="checkbox"/> NIGP 92500 ENGINEERING SERVICES, PROFESSIONAL
Estimated Start Date	
Estimated End Date	

Confirmation Status

Status **Assignment Confirmed**
 Action Taken By **Mario Gamboa on 1/28/2019 ([view eSignature details](#))**

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

[Return](#)

Shown below is the subcontractor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name Lehman Pipe and Plumbing Supply Inc.
Vendor Contact Person Heidi Lehman
Phone 786-395-3168
Fax 305-576-3066
Email josh@lehmanpipe.com
Address 3575 Northwest 36th Street
 Miami, FL 33142

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-G&S	6/30/2017	6/30/2018	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: **\$639,000**
 Percent: **0.350%**
Type of Participation **Supplier - Regular Dealer at 100.0% Participation**
 - An established, regular business that engages, as its principal business, in the purchase, sale, or lease of the products being supplied.
Count Towards Goal **Yes - assigned to SBE - Goods goal**
Work Description **Furnish Pipe, Valves, Fittings, and Related**
Work Codes

- NIGP 658 PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)
- NIGP 659 Pipe and Tubing Fittings
- NIGP 670 Plumbing Equipment, Fixtures, and Supplies

Estimated Start Date
Estimated End Date

Confirmation Status

Status **Assignment Confirmed**
Action Taken By Heidi Lehman on 7/9/2019 ([view eSignature details](#))

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$16,410,868**

Return Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name	LONGITUDE SURVEYORS, LLC
Vendor Contact Person	Eduardo Suarez
Phone	305-463-0912
Fax	305-513-5680
Email	esuarez@longitudefl.com
Address	7715 NW 48 St 310 Doral, FL 33166

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
ACDBE	11/29/2018	11/29/2019	Miami-Dade County
DBE	11/29/2018	11/29/2019	Miami-Dade County
SBE-A&E	11/29/2018	11/29/2019	Miami-Dade County
SBE-G&S	11/29/2018	11/29/2019	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$82,054 Percent: 0.500%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - A&E goal
Work Description	Surveying
Work Codes	<ul style="list-style-type: none"> <input checked="" type="radio"/> MDC-TCC 15-01 Surveying and Mapping - Land Surveying <input checked="" type="radio"/> MDC-TCC 15-03 Underground Utility Location <input checked="" type="radio"/> NAICS 541370 Surveying and Mapping (except Geophysical) Services (More)
Estimated Start Date	
Estimated End Date	

Confirmation Status

Status	<input checked="" type="radio"/> Assignment Confirmed
Action Taken By	Jackie Subia on 1/29/2019 (view eSignature details)

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

[Return](#)

Shown below is the subcontractor's information. Click [Return](#) to return to the plan summary.

Vendor Information

Vendor Name: **Mar's Contractors, Inc**
 Vendor Contact Person: **BRENDA L HILL RIGGINS**
 Phone: **786-278-2122**
 Fax: **305-278-2125**
 Email: **brenda@marscontractors.com**
 Address: **13350 SW 131ST STREET, SUITE #103 MIAMI, FL 33186**

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-Con	2/12/2019	12/31/2020	Miami-Dade County
SBE-G&S	2/12/2019	12/31/2020	Miami-Dade County
LDB	2/12/2019	12/31/2020	Miami-Dade County

Subcontractor Details

Vendor Type: **Subcontractor**
 Subcontractor Tier: **Tier 1 Subcontractor to Poole & Kent Company of Florida**
 Proposed Amount & Percent: Amount: **\$4,575,000**
 Percent: **2.507%**
 Type of Participation: **Subcontractor/Subconsultant at 100.0% Participation**
 - Firm that directly provides services for the contract.
 Count Towards Goal: **Yes - assigned to SBE - Con goal**
 Work Description: **Mechanical & Plumbing**
 Work Codes: NAICS 238220 **Mechanical contractors (More)**
 NAICS 238220 **Plumbing, Heating, and Air-Conditioning Contractors (More)**
 Estimated Start Date:
 Estimated End Date:

Confirmation Status

Status: **Assignment Confirmed**
 Action Taken By: **Marcus Riggins on 7/9/2019 ([view eSignature details](#))**

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
 Estimated Cost: **\$149,189,713**

Return

Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name Sunshine State Air Conditioning, Inc.
Vendor Contact Person MAURICIO CORREA
Phone 305-474-8484
Fax 305-474-7370
Email mcorrea@stateac.com
Address 4960 NW 165 STREET SUITE B11
 MIAMI GARDENS, FL 33014

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	11/2/2018	11/30/2019	Miami-Dade County
SBE-Con	11/6/2018	11/30/2019	Miami-Dade County
SBE-G&S	11/6/2018	11/30/2019	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$4,700,000
 Percent: 2.575%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - Con goal
Work Description HVAC
Work Codes NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors ([More](#))
Estimated Start Date
Estimated End Date

Confirmation Status

Status Assignment Confirmed
Action Taken By MAURICIO CORREA on 7/9/2019 ([View eSignature details](#))

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$16,410,868**

[Return](#)

Shown below is the subcontractor's information. Click [Return](#) to return to the plan summary.

Vendor Information

Vendor Name	Vital Engineering, Inc.
Vendor Contact Person	Jose Ramirez
Phone	305-412-6000
Fax	305-412-6005
Email	gladys@vitaleng.net
Address	7100 S.W. 99th Ave., Ste. 202 Miami, FL 33173

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	5/4/2018	5/4/2019	Miami-Dade County
SBE-G&S	5/4/2018	5/4/2019	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$328,217 Percent: 2.000%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - A&E goal
Work Description	Electrical Engineering
Work Codes	<input checked="" type="radio"/> MDC-TCC 13 GENERAL ELECTRICAL ENGINNERING <input checked="" type="radio"/> MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT
Estimated Start Date	
Estimated End Date	

Confirmation Status

Status	<input checked="" type="radio"/> Assignment Confirmed
Action Taken By	Jose Ramirez on 1/31/2019 (view eSignature details)

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

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Utilization Plan Summary

Proposal	DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Reference	RE: Utilization Plan for Poole & Kent Co. of Florida for DB18-WASD-02 - Step 2, 9.43% SBE-Cons Goal
Phase	Original, version 0
Status	Approved
Notification Date	7/8/2019 by Caesar Suarez
Due Date	7/11/2019 5:00 pm US/Eastern
Submission Date	7/9/2019 by Wendy Campbell
Review Date	7/10/2019 by Caesar Suarez

Transfer Subcontractors to Contract

Utilization Plan Information

Estimated Bid/Transaction Amount **\$182,494,470**

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
Poole & Kent Company of Florida	No	No	\$182,494,470	\$165,219,470 90.53%	-	View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc in Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
Dodec, Inc.	1			Sub 100%		\$6,000,000 3.29%	\$6,000,000 3.29%	\$6,000,000 3.29%		View
ELI'S MECHANICAL CORP.	1			Sub 100%		\$2,000,000 1.10%	\$2,000,000 1.10%	\$2,000,000 1.10%		View
Mar's Contractors, Inc	1			Sub 100%		\$4,575,000 2.51%	\$4,575,000 2.51%	\$4,575,000 2.51%		View
Sunshine State Air Conditioning, Inc.	1			Sub 100%		\$4,700,000 2.58%	\$4,700,000 2.58%	\$4,700,000 2.58%		View

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	9.43%	9.47%	Met goal		
DBE	0.00%	0.00%	Met goal		
SBD Goal	0.00%	0.00%	Met goal		
SBE - A&E	0.00%	0.00%	Met goal		
SBE - Con	9.43%	9.47%	Met goal		
SBE - Goods	0.00%	0.00%	Met goal		
SBE - Services	0.00%	0.00%	Met goal		
Trade Set Aside	0.00%	0.00%	Met goal		

Signature

Signature	Patrick H. Carr
Title	President & CEO
Organization	Poole & Kent Company of Florida
Signature Date	7/9/2019

Additional Instructions

Additional Instructions to Vendor

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: Open
Estimated Cost: **\$16,410,868**

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

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Utilization Plan Summary

Proposal	DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Reference	Utilization Plan for Poole & Kent Co. of Florida for DB18-WASD-02 - Step 1 (DESIGN PORTION)
Phase	Original, version 0
Status	<input checked="" type="radio"/> Approved
Notification Date	1/24/2019 by Jhonnatan Escalante
Due Date	2/1/2019 5:00 pm US/Eastern
Submission Date	1/31/2019 by Wendy Campbell
Review Date	1/31/2019 by Jhonnatan Escalante
Reviewer Public Comments	<p>Comments 01/24/2019: Please identify the SBE-A&E certified firm(s) that will be used to meet the measure established for this project. ***IMPORTANT: Please be reminded that only those sub-consultants listed in the Step 1 - Evaluation of Qualifications form submitted with your proposal are eligible to be included in this Utilization Plan***</p> <p>Comments 01/30/2019: The Utilization Plan is returned for re-submission. Please be advised of the following issues: - For sub-consultant Vital Engineering, Inc., revise the assigned work codes that this firm will provide for the project. These must show all applicable "Technical Categories (TCC)".</p> <p>Please revise and resubmit as requested. Any question, please contact me at 305-375-3192 (Jhonnatan Escalante)</p>

Transfer Subcontractors to Contract

Utilization Plan Information

Estimated Bid/Transaction Amount	\$16,410,868
Public Comments	<p>Please identify the SBE-A&E certified firm(s) that will be used to meet the measure established for this project. ***IMPORTANT: Please be reminded that only those sub-consultants listed in the Step 1 - Evaluation of Qualifications form submitted with your proposal are eligible to be included in this Utilization Plan***</p> <p>If you have any question, please contact me at 305-375-3192 (Jhonnatan Escalante)</p>
Vendor Comments	<p>The estimated bid/transaction amount is based upon RDBS, Division 1, Section 1.4 - Project Cost as listed below.</p> <p>\$14,918,971 estimated engineering and architecture services \$1,491,897 engineering contingency fee (10%)</p>

This amount is subject to change.

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
P Poole & Kent Company of Florida	No	No	\$16,410,868	\$13,604,610 82.90%	-	View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc in Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
1 A.D.A. ENGINEERING, INC.	1		 SBE - A&E	Sub 100%		\$328,217 2.00%	\$328,217 2.00%	\$328,217 2.00%		View
1 AXIOMA 3, INC.	1		 SBE - A&E	Sub 100%		\$574,380 3.50%	\$574,380 3.50%	\$574,380 3.50%		View
1 BELLO AND BELLO LAND SURVEYING CORPORATION	1		 SBE - A&E	Sub 100%		\$82,054 0.50%	\$82,054 0.50%	\$82,054 0.50%		View
1 Fraga Engineers, LLC	1		 SBE - A&E	Sub 100%		\$820,543 5.00%	\$820,543 5.00%	\$820,543 5.00%		View
1 GAMBOA ENGINEERS LLC	1		 SBE - A&E	Sub 100%		\$574,380 3.50%	\$574,380 3.50%	\$574,380 3.50%		View
1 LONGITUDE SURVEYORS, LLC	1		 SBE - A&E	Sub 100%		\$82,054 0.50%	\$82,054 0.50%	\$82,054 0.50%		View
1 Nutting Engineers of Florida, Inc.	1	No	 SBE - A&E	Sub 100%		\$16,411 0.10%	\$16,411 0.10%	\$16,411 0.10%		View
1 Vital Engineering, Inc.	1		 SBE - A&E	Sub 100%		\$328,217 2.00%	\$328,217 2.00%	\$328,217 2.00%		View

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	14.00%	17.10%	3.10% above goal		
DBE	0.00%	0.00%	Met goal		
SBD Goal	0.00%	0.00%	Met goal		
SBE - A&E	14.00%	17.10%	3.10% above goal		
SBE - Con	0.00%	0.00%	Met goal		
SBE - Goods	0.00%	0.00%	Met goal		
SBE - Services	0.00%	0.00%	Met goal		
Trade Set Aside	0.00%	0.00%	Met goal		

Signature

Signature Patrick H. Carr
Title President & CEO

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7/2/2019

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Organization
Signature Date

Poole & Kent Company of Florida
1/31/2019

Additional Instructions

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Please identify the SBE-A&E certified firm(s) that will be used to meet the measure established for this project. *IMPORTANT: Please be reminded that only those sub-consultants listed in the Step 1 - Evaluation of Qualifications form submitted with your proposal are eligible to be included in this Utilization Plan*** If you have any question, please contact me at 305-375-3192 (Jhonnatan Escalante)**

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Status: **Open**
Estimated Cost: **\$149,189,713**

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

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Utilization Plan Summary

<p>Proposal</p> <p>Reference</p> <p>Phase</p> <p>Status</p> <p>Notification Date</p> <p>Due Date</p> <p>Submission Date</p> <p>Review Date</p>	<p>DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS</p> <p>RE: Utilization Plan for Poole & Kent Co. of Florida for DB18-WASD-02 - 2.00% SBE-Goods Goal</p> <p>Original, version 0</p> <p> Approved</p> <p>7/8/2019 by Caesar Suarez</p> <p>7/11/2019 5:00 pm US/Eastern</p> <p>7/9/2019 by Wendy Campbell</p> <p>7/10/2019 by Caesar Suarez</p>
--	---

[Transfer Subcontractors to Contract](#)

Utilization Plan Information

Estimated Bid/Transaction Amount **\$182,494,470**

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
Poole & Kent Company of Florida	No	No	\$182,494,470	\$178,843,470 98.00%	-	View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc in Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
CORCEL CORP.	1			Reg. Dealer SBE - Goods 100%		\$3,012,000 1.65%	\$3,012,000 1.65%	\$3,012,000 1.65%		View
Lehman Pipe and Plumbing Supply Inc.	1			Reg. Dealer SBE - Goods 100%		\$639,000 0.35%	\$639,000 0.35%	\$639,000 0.35%		View

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	2.00%	2.00%	Met goal		

7/15/2019

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DBE	0.00%	0.00%	Met goal
SBD Goal	0.00%	0.00%	Met goal
SBE - A&E	0.00%	0.00%	Met goal
SBE - Con	0.00%	0.00%	Met goal
SBE - Goods	2.00%	2.00%	Met goal
SBE - Services	0.00%	0.00%	Met goal
Trade Set Aside	0.00%	0.00%	Met goal

Signature

Signature	Patrick H. Carr
Title	President & CEO
Organization	Poole & Kent Company of Florida
Signature Date	7/9/2019

Additional Instructions

Additional Instructions to Vendor
Special Instructions to Vendor

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EXHIBIT D

FY 2019 - 20 Proposed Budget and Multi-Year Capital Plan

WASTEWATER - TELEMETERING SYSTEM

PROJECT #: 9652481

DESCRIPTION: Install a computer system to monitor and control wastewater flows and pressures at various pump stations
LOCATION: Systemwide
 Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
WASD Revenue Bonds Sold	1,279	0	0	0	0	0	0	0	1,279
Wastewater Renewal Fund	1,441	121	1,000	1,000	1,000	1,000	1,000	1,000	7,562
TOTAL REVENUES:	2,720	121	1,000	1,000	1,000	1,000	1,000	1,000	8,841
EXPENDITURE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Construction	2,599	121	1,121	1,000	1,000	1,000	1,000	1,000	8,841
TOTAL EXPENDITURES:	2,599	121	1,121	1,000	1,000	1,000	1,000	1,000	8,841

WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS

PROJECT #: 964120

DESCRIPTION: Design, construct and rehabilitate infrastructure at wastewater treatment plants to comply with EPA Consent Decree

LOCATION: Various Sites
 Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Future WASD Revenue Bonds	0	99,162	184,101	177,782	180,704	155,823	97,449	57,067	952,088
WASD Revenue Bonds Sold	355,268	0	0	0	0	0	0	0	355,268
Wastewater Connection Charges	5,014	1,727	3,000	3,219	0	0	0	0	12,960
Wastewater Renewal Fund	37,064	0	0	0	0	0	0	0	37,064
TOTAL REVENUES:	397,346	100,889	187,101	181,001	180,704	155,823	97,449	57,067	1,357,380
EXPENDITURE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Construction	324,236	154,069	179,617	173,761	173,475	149,590	93,552	54,784	1,303,084
Major Machinery and Equipment	3,377	1,605	1,871	1,810	1,808	1,558	974	571	13,574
Planning and Design	10,133	4,815	5,613	5,430	5,421	4,675	2,923	1,712	40,722
TOTAL EXPENDITURES:	337,746	160,489	187,101	181,001	180,704	155,823	97,449	57,067	1,357,380

WASTEWATER TREATMENT PLANTS - MISCELLANEOUS UPGRADES

PROJECT #: 9652061

DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements

LOCATION: Wastewater Treatment Plants
 Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Future WASD Revenue Bonds	0	1,793	1,160	1,000	0	0	0	0	3,953
WASD Revenue Bonds Sold	688	0	0	0	0	0	0	0	688
TOTAL REVENUES:	688	1,793	1,160	1,000	0	0	0	0	4,641
EXPENDITURE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Construction	647	1,685	1,090	940	0	0	0	0	4,362
Planning and Design	41	108	70	60	0	0	0	0	279
TOTAL EXPENDITURES:	688	1,793	1,160	1,000	0	0	0	0	4,641



EXHIBIT E

T

LIST OF RESPONDENTS

Project Name: Design-Build Services for the Construction of South District Wastewater Treatment Plant and Central District Wastewater Treatment Sludge Thickening and Dewatering Buildings

Project No.: DB18-WASD-02

Measures: 14% SBE/AE, 9.43% SBE/CONS, 2% SBE/G&S, 10% CWP

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 01/11/2019

Team No.: 1

Prime Local Preference: No

Prime Name: GARNEY COMPANIES INC

FEIN No.: 440658613

Trade Name: GARNEY CONSTRUCTION

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. HAZEN AND SAWYER PC	HAZEN AND SAWYER	132904652
b. C SOLUTIONS INC		202591227
c. EAC CONSULTING INC		650519739
d. EBS ENGINEERING INC		650492113
e. GCES ENGINEERING SERVICES LLC		461012695
f. HADONNE CORP		651089850
g. J BONFILL & ASSOCIATES INC		650133546
h. WHARTON SMITH INC		592392802

Team No.: 2

Prime Local Preference: Yes

Prime Name: POOLE & KENT COMPANY OF FLORIDA

FEIN No.: 753163466

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. CAROLLO ENGINEERS INC		860899222
b. A D A ENGINEERING INC		592064498
c. AXIOMA 3 INC	AXIOMA 3 ARCHITECTS	650028948
d. BELLO & BELLO LAND SURVEYING CORPORATION		134219102
e. CHEN MOORE AND ASSOCIATES INC		592739866
f. FRAGA ENGINEERS, LLC		204038436
g. GAMBOA ENGINEERS LLC		454509337
h. GRESHAM SMITH & PARTNERS		620794126
i. LONGITUDE SURVEYORS LLC		364551726
j. NUTTING ENGINEERS OF FLORIDA INC		591159182
k. TERRACON CONSULTANTS INC		421249917
l. VITAL ENGINEERING INC		650386897

39

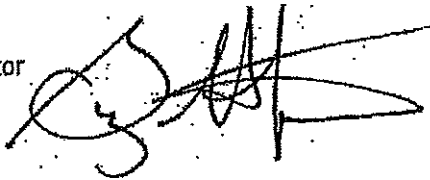
F

EXHIBIT F



DATE: February 5, 2019

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

FROM: Gary Hartfield, Division Director
Small Business Development
Internal Services Department 

SUBJECT: Compliance Review - Step 1
Project No. DB18-WASD-02
Design-Build Services for the Construction of South and Central District Wastewater Treatment Plants Sludge Thickening and Dewatering Buildings.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its Step 1 review of the subject project. The established contract measures for this project are a 14.00% SBE-A&E sub-consultant goal, a 9.43% SBE-Con sub-contractor goal and a 2.00% SBE-Goods sub-contractor goal.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measures. Each firm also submitted their Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the SBE-A&E goal via the Business Management Workforce System (BMWS) per the Step 1 review process. Please find the results of SBD's Step 1 review below.

<u>FIRM:</u>	<u>STATUS:</u>
1. Garney Companies, Inc.	Compliant
2. Poole & Kent Company of Florida	Compliant

SUMMARY:

Garney Companies, Inc., committed to utilize the following certified SBE-A&E firms: C Solutions, Inc. to perform Technical Categories (TCs) 06.03 (Water and Sanitary Sewage Treatment Plants), 12.00 (General Mechanical Engineering), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 2.50%, EBS Engineering, Inc. to perform TCs 10.05 (Contamination Assessment and Monitoring), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 5.00%, GCES Engineering Services, LLC to perform TCs 09.02 (Geotechnical and Materials Engineering Services) and 09.03 (Concrete and asphalt Testing Services) at 1.50%, Hadonne Corp. to perform TC 15.01 (Surveying and Mapping – Land Surveying) at 0.60% and J. Bonfill & Associates, Inc. to perform TCs 14.00 (Architecture), 15.01 (Surveying and Mapping – Land Surveying) and 16.00 (General Civil Engineering) at 5.00% for a total of 14.60%. Each sub-consultant confirmed their participation via the BMWS in agreement with the measure.

Garney Companies, Inc. has satisfied the contract's 14.00% SBE-A&E sub-consultant goal and the Step 1 review process.

Poole & Kent Company of Florida, committed to utilize the following certified SBE-A&E firms: A.D.A. Engineering, Inc. to perform Technical Categories (TCs) 06.03 (Water and Sanitary Sewage Treatment Plants), 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 2.00%, Axioma 3, Inc. to perform TC 14.00 (Architecture) at 3.50%, Bello and Bello Land Surveying Corporation to perform TC 15.00 (Surveying and Mapping) at 0.50%, Fraga Engineers, LLC to perform TCs 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering) and 17.00 (Engineering Construction Management) at 5.00%, Gamboa Engineers LLC to perform TC 13.00 (General Electrical Engineering) at 3.50%, Longitude Surveyors, LLC to perform TCs 15.01 (Surveying and Mapping – Land Surveying) and 15.03 (Underground Utility Location) at 0.50%, Nutting Engineers of Florida, Inc. to perform TCs 09.02 (Geotechnical and Materials Engineering Services), 09.03 (Concrete and asphalt Testing Services) and 10.05 (Contamination Assessment and Monitoring) at 0.10% and Vital Engineering, Inc. to perform TCs 13.00 (General Electrical Engineering) and 17.00 (Engineering Construction Management) at 2.00% for a total of 17.10%. Each sub-consultant confirmed their participation via the BMWS in agreement with the measure.

Poole & Kent Company of Florida has satisfied the contract's 14.00% SBE-A&E sub-consultant goal and the Step 1 review process.

SBD has verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of January 1, 2019. Also, a review of the History of Violations Report as of January 22, 2019 indicates that none of the aforementioned firms have an open violation.

The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist during Step 1 of this Selection Process.

Should you have any questions or need any additional information, please do not hesitate to call Jhonnatan Escalante, Capital Improvement Project Analyst, at (305) 375-3192.

C: Laurie Johnson, SBD
Amado Gonzalez, ISD

EXHIBIT G

STEP 1 TABULATION SHEET March 6, 2019		COMPETITIVE SELECTION COMMITTEE						SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL Qualitative Points	Qualitative RANK	FINAL RANK
MIAMI-DADE WATER AND SEWER DEPARTMENT DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF SOUTH DISTRICT WASTEWATER TREATMENT PLANT AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANT SLUDGE THICKENING AND DEWATERING BUILDINGS ISD PROJECT NO. DB18-WASD-02		Sherry Negabhan, WASD	James Ferguson, WASD	Jacqueline Powell, MDAD	Rashid Istimboni, RBR	Ahmad Rasheed, DTPW								
		NAME OF FIRM(S)												
1	GARNEY COMPANIES INC (Non-Local)													
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	47	45	45	50	48	235	47	31	63				
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	21	21	20	25	23	110	22	15	29				
	3A - Past Performance of the Firms (Max. 20 points)	17	16	18	20	18	89	18	12	24				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	7	4	3	18	4	2	5				
	Sub-Total	90	86	85	99	92					452	2	2	
	The Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A													
2	POOLE & KENT COMPANY OF FLORIDA (Local)													
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	47	45	40	50	49	231	46	31	61				
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	22	23	18	25	23	111	22	15	30				
	3A - Past Performance of the Firms (Max. 20 points)	18	18	18	18	18	90	18	12	24				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	4	23	5	3	6				
	Sub-Total	92	91	80	98	94					455	1	1	
	The Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A													

Amado Gonzalez, ISD Non-Voting Chairperson

EXHIBIT H



570 East Crown Point Road, Winter Garden, FL 34787
Phone: 407.877.5903
Fax: 407.877.5912
www.garney.com

Miami-Dade County
Water and Sewer Douglas Office
3071 SW 38th Ave, Miami, FL 33146
786-552-8156

April 22, 2019

Attn: Kevin Lynskey, Director Water and Sewer Department

RE: DB18-WASD-02

Mr. Lynskey,

The Garney-Hazen team is in receipt of Addendum No. 6 dated April 4, 2019. Our team has reviewed the response provided by Miami-Dade regarding the request to waive the Local Preference for the Sludge Thickening and Dewatering Buildings ISD Project No. DB-18 WASD-02. As stated in our letter to Miami-Dade's ISD department dated March 27, 2019, also submitted via BidSync, our team will no longer be participating in Step 2 due to the disadvantages resulting from Miami-Dade's decision denying the request to waive the Local Preference for this project.

As a leader in the Water/Wastewater industry, we look forward to future opportunities and being able to provide great value to Miami-Dade County. Please contact me if you have any questions or would like to discuss in further detail.

Regards,

A handwritten signature in black ink, appearing to read "Timothy Behler", written in a cursive style.

Timothy Behler
Garney Construction
COO

CC: Orlando Castro, Amado Gonzalez, ISD, Clerk of the Board (COC)
Project File

EXHIBIT I

STEP 2 MEETING June 12, 2019		COMPETITIVE SELECTION COMMITTEE						TOTAL CSC SCORE	Base Price Proposal	Adjusted Bid	FINAL RANKING
DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF SOUTH DISTRICT WASTEWATER TREATMENT PLANT AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANT SLUDGE THICKENING AND DEWATERING BUILDINGS ISD PROJECT NO. DB18-WASB-02		NAME OF DESIGN BUILDERS						SUB-TOTAL			
		Sherry Negamban, WASD	James Ferguson, WASD	Jacqueline Powell, MDAD	Rashid Istanbouli, RFR	Ahmed Rashied, DTPW					
1	POOLE & KENT COMPANY OF FLORIDA	37	35	39	40	38	189				
	1B - Project Design Approach (Max. 40 points)										
	2B - Project Construction Approach (Max. 40 points)	36	35	39	40	38	188				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	17	17	18	20	18	90				
							467				
		90	87	96	100	94	467	\$181,472,000.00	388591	1	
		Amado Gonzalez, Chairman, ISD									

EXHIBIT J



October 7, 2019

File: 10506925

Attention: Patty Palomo
Intergovernmental Affairs
Miami-Dade Water and Sewer Department

Dear Ms. Palomo,

Reference: DB18-WASD-02 Design-Build Services for SDWWTP and CDWWTP Sludge Thickening and Dewatering Buildings –Price Proposal Evaluation and Bid Recommendations

Stantec, as the Design Criteria Engineer, was part of the Step 2 Evaluation Meeting for Design-Build Services for construction of the South District and Central District Wastewater Treatment Plant (SDWWTP and CDWWTP respectively) Thickening and Dewatering Buildings (Project No. DB19-WASD-02) held on June 12, 2019. During this meeting, the single proposer (Poole & Kent Company of Florida), provided their base bid proposal (no Bid Alternates were proposed) and was given its acceptance by the Criteria Selection Committee (CSC). The price breakdown of the Base Bid is included in the table below Base Bid Contract Price breakdown is shown below:

Base Cost Proposal Breakdown*	
Engineering and Design	\$14,856,000
Construction	\$166,616,000
Base Proposal Price	\$181,472,000

*exclusive of contingencies and allowances

The Base Bid Contract Price is for a lump sum of \$181,472,000 exclusive of contingency and allowances. As previously mentioned, there were no proposed alternates. The Engineer's Opinion of Probable Construction Cost (OPCC) was estimated for budgeting purposes at \$157,004,412, exclusive of contingencies and allowances, and comprised of \$14,918,971 for engineering and design, and of \$142,085,441 for construction. The OPCC was based on a Class 4 estimate for the design-build project, as defined by the Association for the Advancement of Cost Consulting International (AACE). Poole & Kent's Base Contract Price, exclusive of contingencies and allowances, represents 15.6% increase in cost from what was estimated in the OPCC.



Based on the difference between Poole & Kent Company of Florida Base Bid Price and the OPCC's, Stantec did a preliminary evaluation to identify possible factors for the discrepancy between the values. The construction market is the principal factor leading to variations between engineering cost estimates and actual contractor bid prices. A variety of factors may lead to market conditions that result in above-normal bid prices, including the number of bidders submitting offers, bidders' perception of risk associated with the project, the bidders' ability to obtain performance bonds, the degree of construction activity in the national and local markets, etc. The following factors were identified:

Factor 1:

The Engineer's Opinion of Probable Construction Cost was based on an AACE Class 4 estimate. These level estimates have expected accuracy range of: Low -15% to -30%, High +20% to +50%.

Factor 2:

Receiving only one bid. The OPCC is based on a competitive bidding environment with a minimum of 3+ bidders. Having less than three bidders can increase the cost from 20% to 30% of that estimated in the OPCC due to reduced incentives for contractors to present a lower, more competitive offer. The number of bidders that will ultimately propose on a given project is typically affected by the project size, scope and complexity, by the availability of local contractors meeting the required project qualifications, and the availability of a local pool of qualified personnel and tradesmen.

Both factors can be attributed for the exceedance in price between the OPCC and the Base Bid Price.

Historically, for Design-Bid-Build projects, WASD has had a "cap" of 10% over the budgeted cost to proceed with the project negotiations. However, because this is a Design-Build project, the price is within level of accuracy for the budgetary OPCC and because Poole & Kent Company of Florida is the single proposer for the project, Stantec recommends that WASD proceed with the project negotiations.

During negotiation meeting 1, WASD requested Stantec to produce an update to the OPCC based on the *Evaluation of Proposed Adjustments to Estimated Project Cost* provided by P&K on 08/14/19. The letter included proposed adjustments due to general/miscellaneous considerations, material and labor escalation costs, tariff increase, and additional items issued under Addendum 7 and Addendum 8. Stantec considered the items provided by P&K and updated the OPCC on August 26, 2019. The revised OPCC was provided to WASD and presented during the 3rd negotiation meeting held on August 28th. The revised OPCC included the following price adjustments for the following items suggested in the P&K letter.

1. Adjustment for 10% tariffs levied against irons and steel on 09/24/18
2. Adjustment for additional 15% tariffs levied on 05/10/19
3. Additional costs for testing, testing lab services and special inspections (required in Addendum 7)
4. Additional costs for seal water assemblies for SDWWTP (required in Addendum 7)

The revised OPCC was of \$166,969,000, exclusive of contingencies and allowances, and comprised of \$14,918,971 for engineering and design, and of \$152,049,000 for construction. The revised OPCC was also based on a Class 4 estimate, as defined by the Association for the Advancement of Cost Consulting International (AACE). The value of P&K's submitted base proposal of \$181,472,000, exclusive of contingencies and allowances, was 9.2% higher than the revised OPCC.



Throughout the negotiations, the committee realized a cost reduction of the submitted based proposal. The value of the negotiated price proposal is of \$177,972,000, exclusive of contingencies and allowances. The negotiated proposal cost is comprised of \$15,856,000 for engineering and design, and \$163,116,000 for construction. The negotiated price proposal, and the corresponding deduction for construction included:

1. Increase of overall durations
2. Mobilization paid in 3 installments: 35% in the first payment 45% in second payment and 20% upon demobilization.
3. Notice to Proceed issued no earlier than 60 days after BCC approval
4. Removal of the office trailer, furnishings, supplies, and services for the Owner / PMCM / Owner's Consultant for S-884.
5. The FOG and TSL piping added by Addendum Number 7 on SDWWTP Drawing C-1 is deleted
6. Conduit sizes for electrical power feeders in the yard shall be no less than 6".
7. Furnishings are deleted from the Base Proposal and will be added as a "below the line" dedicated allowance.
8. Inclusion of specification 01 77 30 Operating and Maintenance Instructions to define maintenance responsibility.

The Negotiation Committee accepted the proposal on 09/26/19.


The value of P&K's negotiated price proposal of \$177,972,000, exclusive of contingencies and allowances is 6.5% higher than the revised OPCC, \$166,969,000.

Stantec recommends to award the Contract DB18-WASD-02 to P&K given the negotiated price proposal is within level of accuracy for the revised OPCC and the fact that P&K was considered the single proposer for the project.

Stantec thanks WASD for the opportunity to be involved with this important project and looks forward to continuing to work with WASD in completing design and construction. If you have any questions or require any additional information, please contact me at jeovanni.ayala-lugo@stantec.com.

Regards,

Stantec



Jeovanni Ayala-Lugo, PE
Project Technical Lead
Phone: +1 (813)204-3338
jeovanni.ayala-lugo@stantec.com

901 Ponce de Leon Boulevard, Suite 900
Coral Gables FL 33134-3070

Cc: Daniel Edwards, WASD
Manuel Moncholi, WASD
Jane House, PMCM
Ramon Castella, Stantec
Brian Lamay, Stantec

EXHIBIT K

CLERK OF THE BOARD

Memorandum

MIAMI-DADE
COUNTY

Date: June 28, 2011 -2 PM 1:45

To: Kevin T. Lynskey, Director
Water and Sewer Department
MIAMI-DADE COUNTY, FLA.

Through: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department

From: Amado Gonzalez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department
Design-Build Services for the Construction of South and Central District
Wastewater Treatment Plants Sludge Thickening and Dewatering Buildings
ISD Project No. DB18-WASD-02

The Competitive Selection Committee has completed the evaluation of the proposals submitted in response to the referenced Internal Services Department solicitation and consistent with the guidelines published in the Request for Design-Build Services.

Miami-Dade County has entered into a Consent Decree (United States District Court for the Southern District of Florida, Case No. 1:12-cv-24400-FAM, hereinafter referred to as "Consent Decree") with the United States, Environmental Protection Agency, the State of Florida, and Florida Department of Environmental Protection, to remediate its aging wastewater infrastructure. This Project is intended to satisfy the requirements identified in the Consent Decree (CD) as CD Projects 1.06, 1.08, 2.12, 2.13, 2.16, and 2.18(2).

ISD Project No.: DB18-WASD-02

Project Title: Design-Build Services for the Construction of South and Central District Wastewater Treatment Plants Sludge Thickening and Dewatering Buildings

Scope of Services Summary: Miami-Dade Water and Sewer Department (WASD) requires design-build services for the construction of the South and Central District Wastewater Treatment Plants Sludge Thickening and Dewatering Buildings. Please refer to the attached Scope of Services and Experience and Qualifications for more details on the scope of services for the solicitation.

Participation Restrictions: The Design Criteria Professional, Stantec Consulting Services, Inc. (formerly known as MWH Americas, Inc.) and the following subconsultants are not eligible to render Design-Build services for this solicitation: Architects International, Inc.; BND Engineers, Inc.; CDM Smith, Inc.; and Geosol, Inc.

In addition, the Prime Consultant and the following subconsultants for Project No. E13-WASD-01R, Professional Services Agreement Program and Construction Management Services Related to the Wastewater System Priority Projects, are also not eligible to render Design-Build services for this solicitation: AECOM; 300 Engineering Group, PA; Parsons Transportation Group, Inc.; Gannett Fleming, Inc.; and Robayna and Associates, Inc.

Experience and Qualifications Summary: It is highly preferred that the Design-Builder should demonstrate its Project team experience by presenting the qualifications and capabilities of each Design-Build Team member firm, for projects completed within the last ten (10) years from the

Step 1 Submittal Deadline. These should include projects that may be at least fifty percent (50%) complete prior to the required submission date of the Request for Design-Build Services Step 1 Deadline. Please refer to the attached Scope of Services and Experience and Qualifications for more details on the preferred experience and qualifications for the solicitation.

Estimated Cost of Contract: The estimated design-build project cost is \$172,312,334, inclusive of allowances and contingencies.

Miami-Dade County reserves the right to negotiate or reject any and all proposal(s), if the price exceeds the estimated project cost. The Price Proposal Form must include all design and construction services, labor, materials, equipment, tools, utilities, permit fees, approvals, authorizations, certificates, including applicable taxes and all facilities necessary for the completion of the base scope of work.

Term of Contract:

South District Wastewater Treatment Plant:

- Substantial Completion on or before 819 calendar days after the date of the Notice to Proceed.
- Final Completion on or before 939 calendar days from the Notice to Proceed.

Central District Wastewater Treatment Plant:

- Substantial Completion on or before 876 calendar days after the date of the Notice to Proceed.
- Final Completion on or before 996 calendar days from the Notice to Proceed.

Substantial Completion dates are mandated by the Consent Decree and shall be specified in the Design-Build contract.

Small Business Development Goal/Measure: On October 4, 2019, the Internal Services Department's Small Business Development Division established a 14.00% Small Business Enterprise – Architectural & Engineering goal, 9.43% Small Business Enterprise - Construction goal (Construction portion only), 2.00% Small Business Enterprise – Goods & Services goal, and 10.00% Community Workforce Program Goal.

Request to Advertise: The Request to Advertise was received by the Clerk of the Board on November 6, 2018.

Advertisement of Solicitation: The Notice to Professional Consultants was advertised on November 8, 2018.

Number of Proposal(s) Received: Two (2) proposals were received by the submittal deadline of January 11, 2019.

Analysis of Market Availability: Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Request for Design Build Services, an analysis of market availability was performed on January 11, 2019, which resulted in a recommendation to proceed with the evaluation of the two proposals received.

Name of Proposer(s): Please refer to the attached List of Respondents.

Small Business Enterprise Compliance Review: Please refer to the attached Compliance Review Memorandum dated February 5, 2019.

Selection Process: The Design-Build solicitation process involves a two-step selection process. Step 1 – Evaluation of Qualifications: The evaluation of the design-build team’s qualifications based on their proposals. Step 2 – Evaluation of Technical and Price Proposals: The evaluation of competitive technical and price proposals for advancing firms deemed responsive and responsible at Step 1.

Step 1 Evaluation: On March 6, 2019, the Competitive Selection Committee evaluated the experience and qualifications of the responsive and responsible proposers and elected, by majority vote, to score and rank the two (2) responsive and responsible proposers. In accordance with the Step 1 evaluation criteria outlined in the solicitation document, the Competitive Selection Committee voted to advance both proposers to the Step 2 evaluation process to submit technical and price proposals.

Step 1 Results: Please see the attached Step 1 Tabulation Sheet.

Withdrawal: On April 22, 2019, one of the two Proposers, Garney Companies, Inc. officially withdrew from participation on this solicitation citing their firm was disadvantaged because of the Local Preference not being waived for this project.

Step 2 Proposals: On May 10, 2019, one (1) technical and price proposal was received from Poole & Kent Company of Florida.

Step 2 Evaluation: On June 12, 2019, the Competitive Selection Committee evaluated Poole & Kent Company of Florida, based upon the established Step 2 evaluation criteria. After the Competitive Selection Committee scored the technical proposal, the base price proposal and bid bond envelope were opened. The bid price was read into the record. The final ranking was determined by dividing the bid price by the qualitative score to yield an adjusted bid. The qualitative score, bid price, adjusted bid and final ranking are noted below:

Design-Builder	Qualitative Score	Bid Price	Adjusted Bid	Final Ranking
Poole & Kent Company of Florida	467	\$181,472,000.00	388,591	1

Step 2 Results: Please see the attached Step 2 Tabulation Sheet.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department hereby requests that the County Mayor or County Mayor’s designee approve the following Negotiation Committee:

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Sherry Negahban, Chief, Water and Sewer Department
- James Ferguson, Senior Program Manager 3, Water and Sewer Department
- Isaac Smith, Senior Program Manager, Water and Sewer Department
- Rashid Istambouli, Senior Division Chief, Regulatory and Economic Resources

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) and 2-8.2.12 of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor’s designee approve the selection of the following Design-Builder for the purpose of negotiating one

(1) non-exclusive Design-Build Contract for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

SELECTION FOR DESIGN-BUILD NEGOTIATION

Poole & Kent Company of Florida

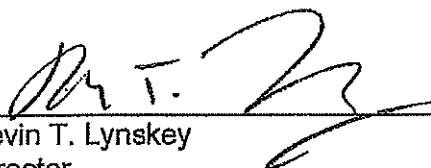
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor's or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contract and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:



Kevin T. Lynskey
Director

7/1/2019

Date

Attachments:

1. Scope of Services and Experience and Qualifications
2. List of Respondents
3. Small Business Development Compliance Review Memorandum
4. Step 1 Tabulation Report
5. Garney Companies, Inc. Letter
6. Step 2 Tabulation Report

c: Competitive Selection Committee
Clerk of the Board of County Commissioners

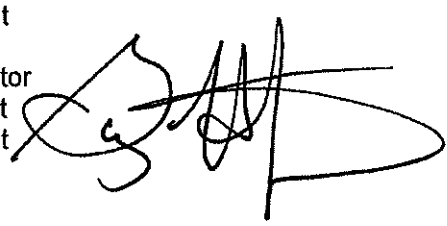
EXHIBIT "L"

Memorandum



DATE: July 11, 2019

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development 

SUBJECT: Compliance Review - Step 2
Project No. DB18-WASD-02
Design-Build Services for the Construction of South and Central District Wastewater
Treatment Plants Sludge Thickening and Dewatering Buildings.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its Step 2 review of the subject project. The established contract measures for this project are a 14.00% SBE-A&E sub-consultant goal, a 9.43% SBE-Con sub-contractor goal and a 2.00% SBE-Goods sub-contractor goal.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance for the firm listed below acknowledging the project's SBE measures. The firm also submitted their Utilization Plan (UP) identifying the SBE subcontractors to fulfill the SBE-Con and SBE-Goods goals via the Business Management Workforce System (BMWS) per the Step 2 review process. Please find the results of SBD's Step 2 review below.

<u>FIRM:</u>	<u>STATUS:</u>
1. Poole & Kent Co. of Florida	Compliant

SUMMARY:

Poole & Kent Co. of Florida (#1), a non-certified SBE-Con firm, committed to utilize the following certified SBE-Con firms: Dodec, Inc. to perform mechanical work at 3.29%; Eli's Mechanical Corp. to perform mechanical work at 1.10%; Mar's Contractors, Inc. to perform mechanical and plumbing work at 2.51% and Sunshine State Air Conditioning, Inc. to perform HVAC at 2.58% in satisfaction of the 9.43% SBE-Con subcontractor goal. The Utilization Plan (UP) was submitted by Poole & Kent Co. of Florida and confirmed by each subcontractor listed to achieve the SBE-Con goal of 9.43%.

Poole & Kent Co. of Florida also committed to utilize the following certified SBE-Goods firms: Corcel Corp. to furnish pipe, valves, fittings, pumps and related at 1.65% and Lehman Pipe and Plumbing Supply Inc. to furnish pipe, valves, fittings and related at 2.00% in satisfaction of the SBE-Goods subcontractor goal. The Utilization Plan submitted by Poole and Kent Co. of Florida and confirmed by the subcontractor was approved pursuant to the firm's commitment to achieve an overall SBE-Goods goal of 2.00%.

Poole & Kent Co. of Florida is in compliance with the 9.43% SBE-Con and 2.00% SBE-Goods subcontractor goals established for this contract. Poole & Kent Co. of Florida is deemed compliant with Implementing Orders 3-22 and 3-41 governing the SBE-Con and SBE-Goods programs and the Step 2 review process.

SBD has verified that none of the referenced firms are listed on the Goal Deficit Make-Up Report as of July 8, 2019. Also, a review of the History of Violations Report as of July 8, 2019 indicates that none of the referenced firms have an open violation.

Please note that SBD staff reviewed and addressed compliance with the SBE-Con and SBE-Goods measures. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Caesar E. Suarez, SBD Capital Improvement Project Specialist at (305) 375-3141.

c: Laurie Johnson, ISD/SBD Amado Gonzalez, ISD



EXHIBIT M

Contractor Evaluations Report (All Contracts)

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/28/2009	Mario Garcia	Interim	<u>3.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/29/2009	Mario Garcia	Interim	<u>3.3</u>
WS	<u>S-816 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/10/2009	Mario Garcia	Completion of construction	<u>4.0</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.4</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>2.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Project conclusion or closeout	<u>3.8</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.0</u>
WS	<u>W-857 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	10/7/2011	Robert Stebbins Jr.,	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	1/31/2012	Mario Garcia	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	2/24/2012	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	10/1/2012	Mario Garcia	Interim	<u>3.8</u>
WS	<u>W-857 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	11/30/2012	Robert Stebbins Jr.,	Project conclusion or closeout	<u>3.8</u>
	WO: 1						
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	11/25/2013	Mario Garcia	Interim	<u>3.9</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	2/7/2014	Mario Garcia	Completion of construction	<u>3.7</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	5/20/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	5/20/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	8/6/2014	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	8/7/2014	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	10/23/2014	Mario Garcia	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	10/23/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	2/18/2015	Mario Garcia	Project conclusion or closeout	<u>4.0</u>
WS	<u>S-852</u>	CON	<u>Poole & Kent Company of Florida</u>	3/12/2015	Augustin J Durand	Interim	<u>2.8</u>
	WO: 1						
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	5/5/2015	Mario Garcia	Project conclusion or closeout	<u>4.0</u>
WS	<u>P0141</u>	7360	<u>Poole & Kent Company of Florida</u>	7/20/2015	Augustin J Durand	Interim	<u>3.3</u>
WS	<u>P0141</u>	7360	<u>Poole & Kent Company of Florida</u>	11/13/2015	Joaquin O. Roa	Project conclusion or closeout	<u>4.0</u>
WS	<u>S-877</u>	CON	<u>Poole & Kent Company of Florida</u>	11/8/2017	Jules Durand	Interim	<u>3.8</u>
	WO: 1						
WS	<u>S-871</u>	CON	<u>Poole & Kent Company of Florida</u>	11/14/2017	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-903</u>	CON	<u>Poole & Kent Company of Florida</u>	12/8/2017	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-889</u>	CON	<u>Poole & Kent Company of Florida</u>	1/18/2018	Huren An (Jeff)	Interim	<u>3.5</u>
WS	<u>S-903</u>	CON	<u>Poole & Kent Company of Florida</u>	3/2/2018	Daniel Edwards	Interim	<u>3.6</u>
WS	<u>S-889</u>	CON	<u>Poole & Kent Company of Florida</u>	5/16/2018	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-903</u>	CON	<u>Poole & Kent Company of Florida</u>	5/18/2018	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-905R</u>	CON	<u>Poole & Kent Company of Florida</u>	5/21/2018	Huren An (Jeff)	Interim	<u>4.0</u>
WS	<u>S-852</u>	CON	<u>Poole & Kent Company of Florida</u>	5/29/2018	Augustin J Durand	Project conclusion or closeout	<u>3.6</u>
	WO: 1						
WS	<u>S-889</u>	CON	<u>Poole & Kent Company of Florida</u>	8/3/2018	Huren An (Jeff)	Interim	<u>3.6</u>
WS	<u>S-877</u>	CON	<u>Poole & Kent Company of Florida</u>	8/22/2018	Jules Durand	Project conclusion or closeout	<u>3.8</u>
WS	<u>S-890</u>	CON	<u>Poole & Kent Company of Florida</u>	8/21/2018	Huren An (Jeff)	Interim	<u>2.8</u>
WS	<u>S-891</u>	CON	<u>Poole & Kent Company of Florida</u>	11/26/2018	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-905R</u>	CON	<u>Poole & Kent Company of Florida</u>	1/9/2019	Huren An (Jeff)	Interim	<u>4.0</u>
WS	<u>P0210</u>	7360	<u>Poole & Kent Company of Florida</u>	2/12/2019	Huren An (Jeff)	Interim	<u>3.0</u>
WS	<u>S-891</u>	CON	<u>Poole & Kent Company of Florida</u>	2/12/2019	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-880</u>	CON	<u>Poole & Kent Company of Florida</u>	2/19/2019	Daniel Edwards	Interim	<u>3.0</u>
WS	<u>S-880</u>	CON	<u>Poole & Kent Company of Florida</u>	2/20/2019	Daniel Edwards	Interim	<u>2.7</u>
WS	<u>S-909</u>	CON	<u>Poole & Kent Company of Florida</u>	2/21/2019	Huren An (Jeff)	Interim	<u>3.1</u>
WS	<u>S-905R</u>	CON	<u>Poole & Kent Company of Florida</u>	2/25/2019	Huren An (Jeff)	Interim	<u>4.0</u>
WS	<u>S-897</u>	CON	<u>Poole & Kent Company of Florida</u>	8/9/2019	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-891</u>	CON	<u>Poole & Kent Company of Florida</u>	8/29/2019	Huren An (Jeff)	Interim	<u>3.5</u>
WS	<u>P0210</u>	7360	<u>Poole & Kent Company of Florida</u>	8/29/2019	Huren An (Jeff)	Interim	<u>3.2</u>
WS	<u>P0210</u>	7360	<u>Poole & Kent Company of Florida</u>	8/29/2019	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-870</u>	CON	<u>Poole & Kent Company of Florida</u>	10/25/2019	James Ferguson	Interim	<u>3.2</u>
	WO: 1						
WS	<u>S-909</u>	CON	<u>Poole & Kent Company of Florida</u>	11/15/2019	Huren An (Jeff)	Interim	<u>3.2</u>

Evaluation Count: 59 Contractors: 1 Average Evaluation: 3.5



MIAMI DADE COUNTY
Small Business Development
Firm History Report

From: 12/01/2016 To: 12/02/2019

PRIMES

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

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
S-903	1	WS	GOAL SBE 1% GOAL CSBE 4.3%	02/07/2017	\$5,798,030.00
					<u>\$5,798,030.00</u>
S-870	1	WS	GOAL SBE 2.89% GOAL CSBE 4.21%	03/16/2017	\$25,982,500.00
					<u>\$25,982,500.00</u>
S-891	1	WS	GOAL CSBE 5.06% GOAL SBE 1.12%	06/27/2017	\$36,003,300.00
					<u>\$36,003,300.00</u>
S-905R	1	WS	GOAL CSBE 4.64% GOAL CSBE 2.84% GOAL CSBE 4.12% GOAL CSBE 5.45% GOAL SBE .74% GOAL SBE .85% GOAL SBE .27% GOAL SBE .18% GOAL SBE .2% GOAL SBE .15%	09/19/2017	\$5,646,610.00
					<u>\$5,646,610.00</u>

EXHIBIT N

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MIAMI DADE COUNTY
Small Business Development
Firm History Report

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

From: 12/01/2016 To: 12/02/2019

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
P0210 (7360)	1	WS	GOAL CSBE 9% GOAL SBE 1.28%	04/06/2018	\$4,155,850.00
			Change Order # 1 SEP-11-19 10 days		\$0.00
			Change Order # 2 SEP-06-19 34 days		\$0.00
					<u>\$4,155,850.00</u>
S-909	1	WS	GOAL CSBE 1.32% GOAL CSBE 1.98% GOAL CSBE 1.84% GOAL CSBE 2.32% GOAL CSBE .31% GOAL SBE 1.36% GOAL SBE 1.36% GOAL CSBE 2.16% GOAL CSBE .5%	08/24/2018	\$29,227,440.00
CD 2.15(2) CDWWTP PLANT 2 CLUSTER 2 DIGESTER UPGRADES					<u>\$29,227,440.00</u>

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MIAMI DADE COUNTY
Small Business Development
Firm History Report

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

From: 12/01/2016 To: 12/02/2019

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
S-897	1	WS	GOAL CSBE .62%	10/03/2018	\$93,361,000.00
			GOAL CSBE 1.17%		
			GOAL CSBE 1.44%		
			GOAL CSBE 1.52%		
			GOAL CSBE 3.79%		
			GOAL SBE .11%		
			GOAL SBE .11%		
			GOAL SBE .04%		
			GOAL SBE .05%		
			GOAL SBE .06%		
			GOAL SBE .1%		
			GOAL SBE .38%		
			GOAL CSBE 1.69%		
					<u>\$93,361,000.00</u>
S-882R	1	WS	GOAL SBE 2.75%	10/12/2018	\$9,084,330.00
			GOAL SBE 2.05%		
			GOAL CSBE 9%		
			GOAL CSBE 4.57%		
			GOAL CSBE 1.49%		
			GOAL CSBE 2.4%		
					<u>\$9,084,330.00</u>

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MIAMI DADE COUNTY
Small Business Development
Firm History Report

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

From: 12/01/2016 To: 12/02/2019

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
S-908R	1	WS	GOAL CSBE 3.05%	02/20/2019	\$10,118,300.00
			GOAL CSBE 2.96%		
			GOAL CSBE 2.1%		
			GOAL CSBE .22%		
			GOAL CSBE 2.21%		
			GOAL CSBE 2.12%		
			GOAL CSBE 1.93%		
			GOAL SBE 2.58%		
			GOAL SBE .41%		
			GOAL SBE 1%		
			GOAL SBE 1%		
			GOAL SBE .54%		
			GOAL SBE 1.27%		
					<u>\$10,118,300.00</u>
-190008 (7360)	1	ID	NO MEASURE	10/18/2019	\$248,017.00
					<u>\$248,017.00</u>
Total Award Amount					\$219,625,377.00
Total Change Orders Approved by BCC					\$0.00
Total					\$219,625,377.00

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EXHIBIT O

Design-Build Services for the Construction of South District Wastewater Treatment Plant and Central District Wastewater Treatment Plant Sludge Thickening and Dewatering Buildings- Project No. DB18-WASD-02

EXPERIENCE AND QUALIFICATIONS

It is highly preferred that the Design-Builder should demonstrate its Project team experience by presenting the qualifications and capabilities of each Design-Build Team member firm, for projects completed within the last ten (10) years from the Step 1 Submittal Deadline, including projects that may be at least fifty percent (50%) complete prior to the required submission date of this Request Design-Build Services Step one (1) Deadline. The following project experience is highly preferred and will be scored accordingly.

Qualifications and Experience of the Design-Builder, Lead Constructor, and Lead Designer

- 1) The Design-Builder should demonstrate that it has performed and/or managed as a Prime contractor or Design-Builder for the construction of at least two (2) wastewater process projects in wastewater treatment plants with rated capacity of not less than fifty (50) million gallons per day (MGD), of comparable scope and complexity, with at least one (1) project consisting of the thickening and/or dewatering process.
- 2) The Lead Constructor should have constructed at least two (2) process facilities of similar size, scope and complexity in wastewater treatment plants.
- 3) The Lead Designer should have designed at least one (1) wastewater process projects with rated capacity of not less than fifty (50) MGD of comparable scope and complexity, and one (1) project consisting on the thickening and/or dewatering process.
- 4) The Subconsultant(s) to the Designer-Builder or Lead Designer providing services should demonstrate to have project experience at least one (1) project that was completed involving the main project element for which the Subconsultant(s) is being proposed.
- 5) Additional Preferred Project Experience and Past Performance: Design-Build Team should receive higher qualification scores from the Competitive Selection Committee (CSC) if their submitted project experience and past performance can demonstrate the following:
 - a) Listed projects are of similar or greater size and level of complexity.
 - b) Any listed projects of the proposed Design-Builder entity were designed and constructed through design-build project delivery.
 - c) Listed projects demonstrate experience in thickening and dewatering technologies.
 - d) Listed projects demonstrate experience in construction within active operational sites without interruption of services.
 - e) Key Personnel, most significantly the proposed Project Manager, Design Manager and Construction Manager, have served on the Projects listed and their client reference can validate that performance.
- 6) Industry Experience of Design-Build Team Key Personnel: The qualifications and industry experience referenced in this section should be met by qualified individual(s) of the Design-Build Team and its Subconsultants. The experience should be demonstrated by direct or substantial involvement of the individual(s) in a capacity that is equivalent to or exceeds the stated minimum requirement. The determination of the individual(s) qualifications and compliance with the experience and qualifications should be at the sole discretion of the County and the CSC. The CSC may negatively evaluate proposals from firms they determine have failed to meet the required experience and qualification(s):

- 1) Minimum fifteen (15) years total industry experience of which five (5) years are in a similarly responsible position for each of the following Key Personnel listed below:
 - Design-Build Project Manager
 - Lead Designer-Design Manager
 - Lead Mechanical Engineer
 - Lead Electrical Engineer
 - Lead Constructor- Construction Manager
 - Construction Superintendent
 - Lead Structural Engineer
 - Lead Geotechnical Engineer
 - Permitting/Compliance Manager
 - Design-Builder Quality Assurance/Quality Control (QA/QC) Manager
 - Design-Builder Safety Manager
 - Project Lead Estimator

- 2) Key Personnel should demonstrate experience with the type of work to be performed.

- 3) Proposers should identify, in their Statement of Qualifications those State of Florida registered Professional Engineers who will sign and seal construction plans and specifications.

- 4) Key Personnel resumes should indicate the individuals' current firm association, their professional qualifications, a minimum of one client reference with contact information, and their role and duration on each project for which they are being credited the related experience.

- 7) Additional Preferred Experience and Past Performance:
 - 1) Experience in significant role on a design-build project, especially in a similar role as proposed for this Project.
 - 2) Superior references with regard to meeting cost, schedule, and quality objectives on previous projects, and maintaining a positive client relationship.

- 8) Design-Builder Safety Record - Past Performance:
 Past performance as reflected by a three (3) year average for the last three (3) previous full years of the Experience Modification Rate (EMR) for the Design-Builder should not exceed 1.10 for each firm.

 The Design-Builder should provide EMR data for the previous three (3) full calendar years (2015, 2016, and 2017) on a firm-wide basis and should be documented by a signed letter with contact information from the firm's insurance carrier, or the insurance carrier's agency representative. Higher qualifications score should be provided by the CSC for a Design-Builder demonstrating an average EMR lower than other competing Design-Builder firms.

 Design-Builder should also provide their OSHA forms 300 and 300A for the last three (3) full calendar years indicating OSHA submitted accident data for evaluation by the CSC as to their frequency and severity.

- 9) Ability of Design-Builder and Team to interface with the County:
 - 1) Design-Builder Proposer will provide a narrative of not more than three (3) single side 8-½" X 11" pages, in not less than Arial 11-pt font and ¾-inch margins, that explains how the Design-Builder and Team members can efficiently interface with the County

and the Water and Sewer Department in a timely and effective manner with respect to items such as regular and emergency communications, submittals, meeting attendance, commercial issues and other project related activities.

The expertise must be met by a qualified individual(s) of the Design-Builder Team. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications should be at the sole discretion of the County. The CSC may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

SAFETY INFORMATION

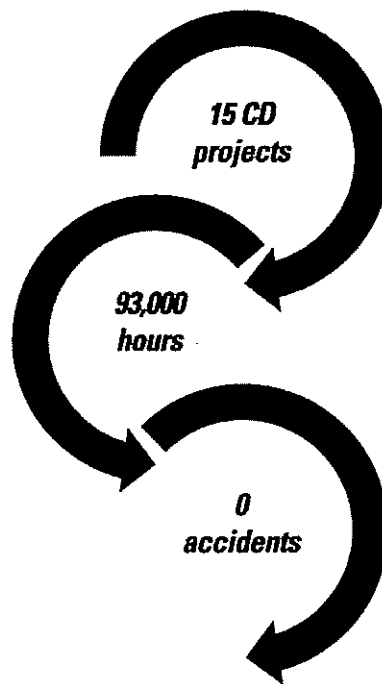
Poole & Kent's safety approach is simple—protect everyone involved in the project. Our corporate goal is Zero Accidents so Everyone Goes Home Every Day! The avoidance of accidents and other unplanned occurrences that result in injury to employees, interruptions of production, or damage to equipment or property, is of paramount concern to P&K. It is our policy to take all actions necessary in planning, assigning, and supervising work operations to establish and maintain safe and productive working conditions on our projects. Poole & Kent is currently performing construction services for 15 Consent Decree projects at both the Central District and South District WWTPs. All of our construction personnel are OSHA 10 or OSHA 30 Hour certified. We are extremely familiar with WASD's health and safety requirements and will ensure that our Design-Build team adheres to the project specific safety requirements associated with Consent Decree Projects 1.06, 1.08, 2.12, 2.13, 2.16, and 2.18(2) under DB18-WASD-02.

P&K's personal commitment extends from our senior management to our field staff. In 2018, our proposed onsite CDWWTP construction superintendent, Bradley Rucker, was awarded AECOM's Safety Star Award. The AECOM Safety Star Award is for those who go above and beyond their everyday job to ensure the safety of others. It recognizes the efforts those individuals make. In this case, it is recognition of Bradley's continued and ongoing efforts to ensure the safety of all members of his project team. For Bradley, AECOM's Safety Star Award is not an acknowledgment of a single observation, but it recognition of his overall project approach focusing on cooperation, quality, organization, and safety!

In addition, our proposed Design-Build Safety Manager, Dave Lockhart, has been named Safety Professional of the Year by Construction Association of South Florida (CASF) on multiple occasions. The award recognizes an individual who has greatly impacted the safety culture of a company, as well as the construction industry in South Florida. Performance like this is one of the many reasons you can rely on Poole & Kent for consistently safe, on-time project delivery.

Poole & Kent's dedication to safety is further evidenced in our 2018 experience modification rating (EMR) of 0.53, far better than the industry average of 1.0 and the RDBS requirements of 1.1.

Attached, please find a copy of our Experience Modification Rate (EMR) and OSHA 300 logs.



Our onsite CDWWTP construction superintendent, Bradley Rucker, was awarded AECOM's 2018 Safety Award.



Our Design-Build Safety Manager, Dave Lockhart, has been named Safety Professional of the Year by Construction Association of South Florida (CASF) on multiple occasions.



Brian Lynch

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
+1 212 345 0557
Brian.Lynch@marsh.com

EMCOR Group, Inc.
301 Merritt 7 , 6th Floor
Norwalk, CT 06851

October 1, 2018

Subject: EMCOR Group, Inc.
Workers' Compensation Interstate Experience Modification

Effective Dates:

10/1/07-08	0.61
10/1/08-09	0.57
10/1/09-10	0.6
10/1/10-11	0.64
10/1/11-12	0.63
10/1/12-13	0.59
10/1/13-14	0.57
10/1/14-15	0.61
10/1/15-16	0.62
→ 10/1/16-17	0.55
→ 10/1/17-18	0.55
→ 10/1/18-19	0.53

The above experience modifications are as reported by the applicable Workers Compensation Bureau.

NCCI Risk Identification # 910305875

The applicable NCCI Bureau identification number listed above must be included on all OCIP/wrap up enrollment forms. Failure to do so can result in the erroneous creation of an illegitimate experience modification. This can have adverse consequences, one of which can be problems with customer verification and acceptance of the appropriate EMCOR experience modification. If you become aware of any modification other than those noted above, please contact Debe Slovak in the EMCOR Risk Management Department immediately. Her phone number is (203) 849-7924.

Sincerely,

Brian Lynch

LEADERSHIP, KNOWLEDGE, SOLUTIONS...WORLDWIDE.



OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2018
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below making sure you've added the entries from every page of the log. If you had no cases enter "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 as its entries. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping Rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(4) Poisoning	(7) All other illnesses
0	0	0	0
(N)	(2) Skin Disorder	(5) Hearing Loss	
0	0	0	
(O)	(3) Respiratory Condition	(6) All Other Injuries	
0	0	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 52 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Policy and Statistics Division (NLSA), 201 Constitution Ave, NW, Washington, DC 20201. Do not send the completed form to this office.

Establishment Information

Your establishment name: Poolo and Kent Company of Florida, The

Street: 3781 North Wood River Drive

City: Miami State: FL Zip: 33125

Industry description (e.g., Manufacturers of motor truck trailers): Construction

Standard Industrial Classification (SIC) if known (e.g., SIC 3715): _____

OR North American Industrial Classification (NAICS) if known (e.g., 330812): 237110

Employment Information

Annual average number of employees: 68

Total hours worked by all employees last year: 140,740

Sign here: David A. Rodriguez

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: _____ President/CEO Title: _____

305-525-7166 Phone: _____ Date: _____

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2018
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.2 through 1904.12. Fill in one box for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Poolo & Kent Company of Florida

City: Miami State: FL

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and diagnostic/medical tests that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						Enter the number of days the injured or ill worker was:						Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Restricted of work	Away from work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses							
(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)		
Page totals																							

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room 39-2044, 230 Constitution Ave, NW, Washington, DC 20210. Do not send the completed form to this office.

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year **2018**
U.S. Department of Labor
Occupational Safety and Health Administration
Form number 300-A 104-078

All establishments covered by this OSHA must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to transfer the Log to verify that the totals are accurate. Using this Log, report the individual entries you made for each category. Also enter the totals before making sure you've added the entries from every page of the log. If you had an error, write "0".

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(A)	(B)	(C)	(D)
0	1	1	2

Total number of days away from work	Total number of days of job transfer or restriction
(E)	(F)
4	20

Injury and Illness Types						
Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(A)-(C)	(1)	(2)	(3)	(4)	(5)	(6)
	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this collection of information, include the Department of Labor, OSHA, Office of Statistics, Bureau of Statistics, 200 Washington Street, Washington, DC 20344. Do not send this information to the collection of information.

Establishment Information

Your establishment name: Pools & Keel Company of Florida

OSHA ID: 1761 MW 0000 Day 0000

City: Lehigh State: FL Zip: 32108

Industry description (e.g., Manufacture of other text book binders): Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3736): _____

OR North American Industrial Classification (NAICS), if known (e.g., NAICS 238110): _____

Employment Information

Annual average number of employees: 99

Total hours worked by all employees last year: 199,241

Sign here: David A. Carullo

Signature certifying this document may result in a fine.

I certify that I have reviewed this document and that to the best of my knowledge the entries are true, accurate, and correct.

Company contact: _____ Date: _____

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Warning: This form contains information relating to employee health and shall be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year **2018**
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA 10-1276-0478

Establishment name: Pools & Keel Company of Florida

City: Lehigh State: FL

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Vender)	(D) Date of injury or onset of illness (M/D/YY)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and compensation that directly injured or made worse (e.g., Second degree burn on right forearm from scuba tank)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the " injury " column or choose one type of illness:						
						Death	Days away from work	Job transfer or restriction	Other recordable case	Away from work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)		
181120001	[REDACTED]	Phisher	02/17	NE Canisters 5-6 Rehab/ 15703	Injury / Arm(s) /			X		0	0	X						
181120002	[REDACTED]	Laborer	11/28	SCRWARF Biosolids Improvement	Injury / Foot(s) /			X		0	0	X						
181120003	[REDACTED]	Laborer	12/02	SCRWARF Biosolids Improvement	Injury / Eye(s) /			X		0	0	X						
181120004	[REDACTED]	Laborer	12/02	SCRWARF Biosolids Improvement	Injury / Foot(s) /		X			4	7	X						
Page totals						0	7	1	2	4	7	2						

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this collection of information, include the Department of Labor, OSHA, Office of Statistics, Bureau of Statistics, 200 Washington Street, Washington, DC 20344. Do not send this information to the collection of information.

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OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year **2017**

U.S. Department of Labor
 Occupational Safety and Health Administration

All establishments covered by Part 1904 must complete this Summary page, even if no injury or illness occurred during the year. *Remember to review the Log to verify that the totals are complete.*

Using the Log, report the individual entries you made for each category. Also make the totals below adding up all the entries from every page of the Log. If you had an excess value "E,"

Employers having employees, and their representatives from the OSHA Director for OSHA Form 300A in all states. They also have federal consent for the OSHA Form 301 or its equivalent. For all OSHA Form 300A, OSHA's Representative will, for further details on the correct procedures for their forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	4
(A)	(B)	(C)	(D)

Total number of days away from work	Total number of days of job transfer or restriction
10	0
(E)	(F)

Total number of:	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
0	0	0	0	0	0	1
(G)	(1)	(2)	(3)	(4)	(5)	(6)

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Publicizing names in this column of employees who were injured or became ill because of work-related incidents is prohibited. Names are not to be reported for incidents which are not recordable, and complete addresses of individuals involved. Names are not to be reported for incidents which are not recordable. If you have any concerns about this information, please contact the nearest OSHA office. OSHA's Office of Public Affairs, 200 Constitution Ave. NW, Washington, DC 20535. Or call 1-800-368-5888. Do not send the completed form to OSHA.

Establishment Information

Your establishment name: Pool & Kent Company of Florida

Street: 1721 West West Palm Blvd

City: Miami State: FL Zip: 33135

Industry description (e.g., Manufacture of metal work and/or): _____

Standard Industrial Classification (SIC), if known (e.g., SIC 3744): _____

OR North American Industrial Classification (NAICS), if known (e.g., NAICS): _____

Employment Information

Annual average number of employees: 10

Total hours worked by all employees last year: 73,428

Sign here: D. Caroll

I certify that I have reviewed this document and that to the best of my knowledge the content is true, accurate, and correct.

 Company Signature

 Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Year **2017**
 U.S. Department of Labor
 Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restriction of activity or job transfer, days away from work, or medical treatment beyond first aid. Recordable occupational work-related injuries and illnesses are those that are reported to a physician, licensed health care professional, or other qualified health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.103 through 1904.106. Publicize to the best of your knowledge the content is true, accurate, and correct. OSHA Form 300 is required for each injury or illness recorded on this form. If you are not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Pool & Kent Company of Florida

City: Miami State: FL

(A) Case No.	(B) Employer's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mm/dd/yyyy)	(E) Where the event occurred (e.g., Loading dock, south area)	(F) Describe injury or illness, parts of body affected, and objective evidence that directly injured or made person ill (e.g., Second degree burn on right forearm from oxy-acetylene torch)	CHECK ONLY (Mark box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:	Check the "injury" column or choose one type of illness										
						Death	Days Away From Work	Job Transfer or Restriction	Other recordable cases		On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses				
171120003		Management	02/28	ECRWRP Blotoids Improvement	Injury / Fingers /				X	0	0	X									
171120002		Filter-welder	02/21	ECRWRP Blotoids Improvement	Injury / Legs /				X	0	0	X									
171120004		Laborer	02/03	ECRWRP Blotoids Improvement	Injury / Face /				X	0	0	X									
171120003		Pipefitter	02/24	ECRWRP Blotoids Improvement	Injury / Groin /				X	0	7	X									
171120006		Pipefitter	04/27	Three Oaks WWRP #15622	Injury / Hand(s) /				X	0	12	X									
171120007		Pipefitter	02/14	Central County WWRP Phase 3 Ex	Injury / Chest /				X	0	30	X									
171120008		Pipefitter	02/14	Three Oaks WWRP #15622	Injury / Groin(s) /				X	100	0	X									
171120005		Helper	02/13	BSO #15630	Injury / Elbow /				X	0	13	X									
171120010		Pipefitter	02/27	ECRWRP Blotoids Improvement	Injury / Multiple Parts /				X	0	0							X			
171120011		Pipefitter	02/07	ECRWRP Blotoids Improvement	Injury / Back /				X	0	37	X									
Page totals											0	1	0	0	0	0	0	0	0	0	1

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OSHA control number. If you have any comments about this collection of information, please write to the Office of Management and Enterprise Services, Paperwork Project Team (0304-0188), Washington, DC 20503. Do not send the completed form to this office.

65

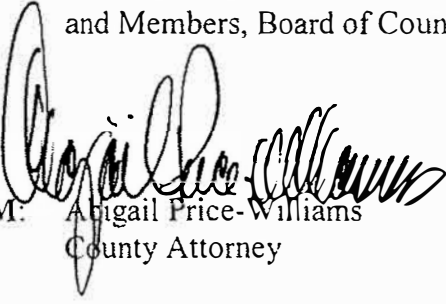
Miami-Dade County // WSRD South and Central WHTF's Storage and Delivering Buildings



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(O)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
5-5-20

RESOLUTION NO. R-410-20

RESOLUTION AWARDING A DESIGN-BUILD CONTRACT TO POOLE & KENT COMPANY OF FLORIDA WITH A CONTRACT AMOUNT NOT TO EXCEED \$195,555,440.00 WITH A TOTAL CONTRACT TERM OF ONE THOUSAND TWENTY-NINE (1,029) DAYS FOR THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SDWWTP) AND ONE THOUSAND EIGHTY-SIX (1,086) DAYS FOR THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT (CDWWTP) FOR A PROJECT ENTITLED "DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF THE SDWWTP AND THE CDWWTP SLUDGE THICKENING AND DEWATERING BUILDINGS; PROJECT NO. DB18-WASD-02; CONTRACT NO. 19PKCOF002; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS OF SECTION 2-8.2.12(4)(D) AND (E) RELATED TO ACCELERATION OF CERTAIN WATER AND SEWER DEPARTMENT CONTRACTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DESIGN-BUILD CONTRACT AND TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

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

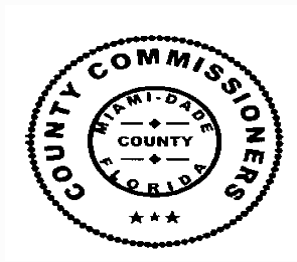
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby awards a design-build contract to Poole & Kent Company of Florida with a contract amount not to exceed \$195,555,440.00 with a total contract term of one thousand twenty-nine (1,029) calendar days for South District Wastewater Treatment Plant (SDWWTP) and one thousand eighty-six (1,086) calendar days for Central District Wastewater Treatment (CDWWTP) for project entitled "Design-Build for the Construction of SDWWTP and CDWWTP Sludge Thickening and Dewatering

Buildings; Project No. DB18-WASD-02; Contract No. 19PKCOF002, in substantially the form attached hereto and made a part hereof. The Board also: (1) authorizes the County Mayor or County Mayor’s designee to exercise the provisions of the Miami-Dade Water and Sewer Department Consent Decree and Capital Improvements Programs Acceleration Ordinance, Section 2-8.2.12(4)(d) and (e) of the Code of Miami-Dade County, which provisions specifically include, subject to Board ratification, the authority to amend contracts, extend the time for completion of contracts, negotiate and settle claims and issue settlement agreements and change orders; and (2) authorizes the County Mayor or County Mayor’s designee to execute the attached design-build contract and to exercise the provisions contained therein, including, the termination provision, for and on behalf of Miami-Dade County, Florida.

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

	Audrey M. Edmonson, Chairwoman	aye	
	Rebeca Sosa, Vice Chairwoman	aye	
Esteban L. Bovo, Jr.	absent	Daniella Levine Cava	aye
Jose “Pepe” Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "H. N. Gillman", is written over a horizontal line.

Henry N. Gillman

DESIGN-BUILD CONTRACT
DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF
SOUTH DISTRICT WASTEWATER TREATMENT PLANT AND
CENTRAL DISTRICT WASTEWATER TREATMENT
SLUDGE THICKENING AND DEWATERING BUILDINGS
PROJECT NO. DB18-WASD-02
CONTRACT NO. 19PKCOF002

DESIGN-BUILD CONTRACT

Made as of the ____ day of _____ in the year 2020.

Between the COUNTY: Miami-Dade County, Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "COUNTY", which shall include its officials, successors, legal representatives, and assigns.

And the DESIGN-BUILDER:

Name:	POOLE & KENT COMPANY OF FLORIDA
FEIN:	75-3163466
Address:	1781 N.W. NORTH RIVER DRIVE MIAMI, FLORIDA 33125
Phone Number:	305-325-1930
E-mail Address:	patrickc@pkflorida.com

The term "DESIGN-BUILDER" shall include its officials, successors, legal representatives, and assigns.

The COUNTY and the DESIGN-BUILDER agree as set forth herein:

**DESIGN-BUILD SERVICES CONTRACT
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- EXHIBIT "D" Performance and Payment Bonds
- EXHIBIT "E" Fair Subcontracting Policies ISD Form No. 9
- EXHIBIT "F" Subcontractor/Supplier Listing ISD Form No. 7
- EXHIBIT "G" Truth-In-Negotiation Certificate
- EXHIBIT "H" Conflict of Interest Affidavit

AFFIDAVITS

- Design-Builder's Affidavit
- Vendor Affirmation Affidavit
- Collusion Affidavit
- Debarment Disclosure
- Criminal Record
- Public Entity Crimes
- Contractor's Due Diligence

ARTICLE 1
ABBREVIATIONS AND DEFINITIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the ABBREVIATIONS and DEFINITIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1) ABBREVIATIONS:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Official
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Insurance Association. (Successor to NBFU)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute (Successor to USASI and ASA)
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers Institute
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMA	Concrete Masonry Association
CM/IT	Construction Management / Inspection Team
CPSC	Consumer Products Safety Council
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association

EEI	Edison Electric Institute
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FPR	Federal Procurement Regulations
FS	Florida Statutes
IEEE	Institute of Electrical and Electronics Engineers (Successor to AIEE)
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISD	Internal Services Department
ISO	International Standards Organization
JIC	Joint Industrial Council
MBMA	Metal Building Manufacturer's Association
MDC	Miami-Dade County
MDFD	Miami-Dade Fire Department
MDWASD	Miami-Dade Water and Sewer Department
MIL	Military Specifications
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration/Occupational Safety & Health Act
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
PWWM	Miami-Dade County Public Works and Waste Management Department
SBD	Miami-Dade County Small Business Development Department
SFBC	South Florida Building Code
SFWM	South Florida Water Management District
SMACCNA	Sheet Metal and Air Conditioning Design-Builders National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TIMA	Thermal Insulation Manufacturer's Association
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers

Whenever the following terms or pronouns in place of them appear in these Contract Documents the intent and meaning shall be interpreted as follows:

1.2) DEFINITIONS

ADDENDA: Written errata, interpretations and revisions to the Bid Documents issued by COUNTY prior to award of the project.

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this Contract, which the DESIGN-BUILDER shall perform at COUNTY'S option and when authorized by task order authorization(s) in accordance with the terms of this Contract.

ARTICLE: The numbered prime division of this Contract.

AS-BUILT DRAWINGS: Drawings produced by the DESIGN-BUILDER and provided to the DIRECTOR or the DIRECTOR'S designee as a final record of how the Work was constructed. These as-built drawings are created from the DESIGN-BUILDER'S "issued for construction" plans and specifications, including all revisions, shop drawings, requests for information and submittals, addendum and Change Order drawings, and the DESIGN-BUILDER as-built date record of the construction plans and specifications. Such as-built drawings are converted into the Record Documents by the DESIGN-BUILDER, stamped by a Florida Professional Engineer, and submitted to the COUNTY in accordance with the Design Criteria Package specifications.

ALIGNMENT: The horizontal and vertical location of a tunnel, street, pipeline or some other Work or related component as described by curves, tangents and elevations.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All rules, regulations, ordinances, resolutions, administrative orders, and the charter references in this Agreement, which may be applicable, are posted on the County's website www.miamidade.gov. If, after the date of this Contract, there is any change in applicable laws that increases the services to be provided, or cost or expenses incurred by the DESIGN-BUILDER in performing the services under this Contract, then the DESIGN-BUILDER'S compensation otherwise payable under this Contract may be increased or decreased accordingly by mutual agreement between the Parties hereto; however, no increase in compensation hereunder shall be effective unless authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

APPLICATION FOR PAYMENT: The DESIGN-BUILDER invoice and associated documentation required for submittal to the MDWASD to request payments due under the Contract in a format acceptable to MDWASD.

AWARD: The issuance of a Contract by Miami-Dade County.

BASIC SERVICES: Those design-build services defined in Article 5 "SCOPE OF SERVICES".

BID BOND: The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the DESIGN-BUILDER, as a guarantee or security that the DESIGN-BUILDER will enter into a contract with the COUNTY for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the DESIGN-BUILDER.

BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the COUNTY.

CERTIFICATE OF FINAL COMPLETION: A written notice issued by the COUNTY and concurred by the DESIGN-BUILDER that all conditions of the permits and regulatory agencies have been met; all design, construction, reconstruction or rehabilitation, including corrective Work, has been performed; and all requirements of the Contract Documents have been completed, and the COUNTY has received from the DESIGN-BUILDER a release of all liens, release of surety, release of claims by the DESIGN-BUILDER, corrected as-built drawings, record drawings, and all other documents required by this Contract.

CHANGE NOTICE: A document issued by the COUNTY to the DESIGN-BUILDER specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written document ordering a change in the Contract price or time or a material change in the Work, as determined by the COUNTY.

CONSENT DECREE ("CD"): The agreement between Miami-Dade County, the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection that requires the COUNTY to undertake a series of projects, operating and maintenance tasks, and monitoring activities of its wastewater system in order to reduce and prevent sanitary sewer overflows, which was approved in April 2014 by the United States District Court for the Southern District of Florida in Case No. 1:12 cv 24400 FAM, as the same may be amended.

CONSTRUCTION STAGING AREA: Property which may be available for use by the DESIGN-BUILDER during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONSTRUCTION MANAGEMENT/INSPECTION TEAM ("DIRECTOR'S DESIGNEE"): The team engaged by the COUNTY'S REPRESENTATIVE, led by the firm providing the CONSTRUCTION MANAGEMENT SERVICES, to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the COUNTY'S REPRESENTATIVE.

CONSTRUCTION MANAGEMENT CONSULTANT/SERVICES: The Construction Management Consultant is responsible for contract administration, construction management and field inspection services that will include, but are not limited to: construction administration activities during the design, permitting and construction

phases of the Design-Build Contract; daily on-site inspections; maintaining daily progress log(s); coordinating weekly status meetings; reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments, including allowance accounts and change orders; reviewing and accepting as-built drawings; utilizing MDWASD'S project control system to track all documents and activities; interfacing with the Design-Build Criteria Professional and the Design-Build Contractor as needed; and responding to requests for information.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated work, as directed by the DIRECTOR or the DIRECTOR'S designee, which is necessary to satisfactorily complete the Project. Any time or money within the Contingency Allowance Account, not directly authorized for use by the DIRECTOR or the DIRECTOR'S designee, remains with the COUNTY.

CONTRACT: The term "Contract" means the entire and integrated agreement between the DESIGN-BUILDER and the COUNTY (the "Parties") setting forth the obligations of the Parties thereunder, including, but not limited to, performance of the Work and the basis of payment. The Contract supersedes all prior negotiations, representations, or agreements, either oral or written. The Contract is inclusive of all Exhibits, the Contract Documents, the Contract Drawings, the Design Criteria Package and its attachments and references, addenda, and modifications. Other terms and conditions are included in the Exhibits and documents that are expressly incorporated by reference.

- a. For the purposes of scheduling, record keeping, progress payments, close out, liquidated damages and submittals, release of retainage, this Contract may be subject to work order tracking.
- b. A separate work order may be issued for work performed at South District Wastewater Treatment Plant and Central District Wastewater Treatment Plant as follows:
 - i. South District Wastewater Treatment Plant design, construction, documentation and all submittals associated with CD 1.06 and 1.08 shall be identified as S-884
 - ii. Central District Wastewater Treatment Plant design, construction, documentation and all submittals associated with CD 2.12, 2.13, 2.16, and 2.18(2) shall be identified as S-888

CONTRACT COMPLETION DATE(S): The effective date of Notice-to-Proceed ("NTP") plus the Contract duration, as defined in Article 5 "THE PROJECT", as may be amended by change order.

CONTRACT DOCUMENTS: Documents applicable to and specific to the design and construction of an individual Project setting forth the obligations of the Parties thereunder, including, but not limited to, the performance of the Work and the basis of payment and consisting of the Request for Design-Build Services (RDBS), including the Design Criteria Package with addenda, with any and all exhibits and attachments, DESIGN-BUILDER proposal submitted in response to such RDBS documents, the executed Design-Build Contract and the specifications and drawings which are to be developed, signed and sealed by the DESIGN-BUILDER, with any addenda, and modifications thereto so long as such specifications and drawings are determined by the MDWASD, or its designated representatives, to be in compliance with the Contract Documents. Unless specifically defined and approved in writing by the COUNTY such as a substitution or waiver of a

specific requirement, all requirements of the RDBS documents, including the Design Criteria Package, and this Contract take precedent over other Contract Documents. Note the specifications and drawings shall be identified by the contract number and associated work order (S-884 or S-888).

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order:

1. Duly authorized and executed Change Orders and written Amendments to the Contract;
2. Contract;
3. Addenda, issued prior to the execution of Contract with those of later date having precedence over those of earlier date;
4. Design Criteria Package (documents listed by order of precedence):
 - a. Division 1 General Requirements of the Specifications
 - b. Drawings (Large scale over small scale)
 - c. Division 2-46 of the Specifications
 - d. Basis of Design Reports (BODR)
5. Request for Design-Build Services (RDBS) Procurement Document exclusive of Design Criteria Package;
6. Other documents specifically enumerated in the Contract and RDBS as part of the Contract Documents.
7. General Terms and Conditions per Implementing Order 3-57.

CONTRACT DRAWINGS: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN-BUILDER subsequent to NTP and identified by the contract number and associated work order (S-884 or S-888).

CONTRACT PRICE: The amount specified in Article 11 "BASIS OF COMPENSATION", pursuant to the terms and conditions of this Contract.

CONTRACT TIME: The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration. This may vary by work order (S-884 or S-888).

COUNTY ("MIAMI-DADE COUNTY" OR "OWNER"): A political subdivision of the State of Florida. In all respects hereunder, the COUNTY'S performance is pursuant to the COUNTY'S position as the Owner of this Project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the COUNTY'S authority as a governmental body and shall not be attributable in any manner to the COUNTY as a party to this Contract.

COUNTY'S REPRESENTATIVE: The DIRECTOR or the DIRECTOR'S designee individual(s) or firms(s) designated to act on his behalf in the administration of the Contract within the limits of their respective authorization, including the Design Criteria Professional and the Construction Management Consultant, Inspectors and Project Manager.

DAYS: Unless otherwise designated, days mean calendar days.

DESIGN-BUILDER ("DESIGN-BUILD", "CONTRACTOR", "PRINCIPAL" or "CONTRACTOR"): The person, firm or corporation selected to perform the Work pursuant to this Contract. The DESIGN-BUILDER will be liable for the acceptable performance of,

and payment of, all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of the DESIGN-BUILDER shall be deemed to be a reference to the DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the professional services, design, supply, construction/installation, and performance of all equipment, materials, and systems, and the DESIGN-BUILDER shall not be relieved of the responsibility for the performance of all equipment furnished for the Project as defined in the Design Criteria Package. The DESIGN-BUILDER shall include a design engineering architecture/staff professional pursuant to Section 287.055, Florida Statutes.

DESIGN CRITERIA PACKAGE: The document provided as part of the Request for Design-Build Services (RDBS), Step Two, Request for Proposal, consisting of narrative description, quality standards and references, and other technical data, and performance-oriented drawings and/or specifications of the construction which stipulates the project Scope of Work and technical requirements for which all DESIGN-BUILDERS are to base their proposals. The Design Criteria Package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including but not limited to, the legal description of the Work Site, survey information concerning the Work Site, space and distance requirements, material quality standards, schematic layouts and conceptual design criteria of the Project, cost or budget estimates, design and construction schedules, Work Site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the specific project.

DESIGN CRITERIA PROFESSIONAL ("DESIGN CRITERIA CONSULTANT"): The Design Criteria Professional for this Project is Stantec Consulting Services, Inc., currently located at 901 Ponce de Leon Boulevard, Suite 900 Coral Gables FL 33134-3070. The Design-Criteria Professional acts as the COUNTY'S REPRESENTATIVE.

DIRECT COST: The DESIGN-BUILDER'S cost of labor, material, equipment and subcontracts required to perform an element of Work, excluding mark-ups for profit, overhead, bond, insurance, small tools, incidentals, impact costs, indirect costs and DESIGN-BUILDER'S mark-ups on subcontractor Work (See also Indirect Costs).

DIRECTOR ("COUNTY'S REPRESENTATIVE"): The DIRECTOR of the Miami-Dade Water and Sewer Department ("MDWASD") who administers the Contract on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the DIRECTOR during the execution of the design and construction of the Project, who is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the Design-Build Contract is duly executed by all parties and is legally binding and enforceable.

EQUIPMENT: The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof.

EXTRA WORK: Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for Extra Work is governed by Article 11, "BASIS OF COMPENSATION".

FIELD ORDER: A written order issued by the COUNTY'S REPRESENTATIVE which orders minor changes in the Project, but which does not involve a change in the total contract amount or contract completion date.

FINAL COMPLETION: The formal written communication from the DIRECTOR or the COUNTY'S REPRESENTATIVE to the DESIGN-BUILDER that all of the Work and related requirements, including all physical work and final submittal of record drawings and specifications and all other documentation and services, including any remaining Work items identified at Substantial Completion or thereafter, are completed in accordance with the Contract Documents and accepted by the COUNTY. The status of completion of the Work, or a portion thereof, of a particular project or, by Contract Document formally and separately designated portion thereof, such that, in accordance with the provisions of the Contract Documents and their reasonably assumed intent, the Project or portion thereof, is in a state such that no further Work or Services are required, in accordance with the Contract Documents to render complete and satisfactory work acceptable to the MDWASD, including any pending items whether or not they were listed after Substantial Completion, and all manuals, certifications, as-built plans and record documents, and any other documentation provided as required by MDWASD or other governing authority. Final Completion excludes the DESIGN-BUILDER responsibilities with respect to warranties and guarantees, including any statutory requirements, specified in, or related to the Contract.

FURNISHING: Manufacturing, fabricating and delivering to the Site of the Work materials, power, tools, patterns, supplies, appliances, vehicles and conveyances necessary or required for the completion of Work.

INDIRECT COSTS: Costs, other than direct costs, required to perform an element of Work. Indirect costs include costs which are frequently referred to as overhead expenses (for example, rent and utilities) and general and administrative expenses (for example, officers' salaries, accounting department costs and personnel department costs).

INSTALLATION or INSTALLING: Completely assembling, erecting, and connecting material, parts, components, supplies, and related equipment specified or required for the completion of the Work.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the DESIGN-BUILDER and of the Work performed by the DESIGN-BUILDER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the DESIGN-BUILDER and included in Article 13.3 of this Contract.

LIMIT OF WORK: Physical boundary within which the Work is to be performed.

MATERIAL: Materials incorporated in this Project or used or consumed in the performance of the Work.

MIAMI-DADE WATER AND SEWER DEPARTMENT ("MDWASD"): A Department of Miami-Dade County that maintains and operates the County's water and sewer system.

MILESTONE EVENT DATE(S) (Milestone Date(s)): A contractually mandated completion event date, including Contract completion dates, as defined in the Contract and represented in the Project Schedule. Milestone Dates may include interim dates within

the duration of the Project or completion dates when Work, or portions of the Work, are required to be finished.

MOBILIZATION and ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format, provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted beyond the first one hundred eighty (180) days after NTP. Its purpose is to achieve an early common schedule basis for working coordination while the engineering, design and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire Project.

NOTICE TO OCCUPY SITE: Written notice from the DIRECTOR or the COUNTY'S REPRESENTATIVE to the DESIGN-BUILDER that allows the DESIGN-BUILDER to occupy the Project Site. Said authorization from the DIRECTOR or the DIRECTOR'S designee may be included in the Notice to Proceed.

NOTICE TO PROCEED ("NTP"): Written notice from the DIRECTOR or the DIRECTOR'S designee to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the Work and on which the Contract period begins. The Notice to Proceed may be different for individual work order (S-884 or S-888).

NOTICE OF TERMINATION: Written notice from the DIRECTOR or the DIRECTOR'S designee to the DESIGN-BUILDER to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

OWNER: Miami-Dade County.

PERMANENT SUBSURFACE EASEMENT: Underground space required to construct and maintain permanent subsurface facilities.

PERMANENT UTILITY EASEMENT: Area required to construct and maintain utility facilities.

PLANS ("DRAWINGS AND SPECIFICATIONS"): The preliminary and final plans and drawings and renderings of the Project and the preliminary outline and final specifications for the design-build services for the Project, which will be prepared by the DESIGN-BUILDER and will be made a part of the Contract Documents upon acceptance by the COUNTY. Complete and separate Drawings and Specifications shall be submitted for each work order (S-884 or S-888).

PRICE PROPOSAL: The form of which the DESIGN-BUILDER provides his/her prices for the Work in the proposal provided in response to the RDBS.

PROGRAM AND CONSTRUCTION MANAGEMENT CONSULTANT ("PM/CM"): AECOM Technical Services is the firm selected as Program Manager/Construction Manager that is responsible for the overall delivery of tasks required for development and implementation of the Consent Decree's compliance requirements and management of the design, procurement, construction, and commissioning of the Consent Decree's capital projects.

PROJECT: The Scope of the Work and Services as defined in the Contract Documents, including but not limited to, the Design Criteria Package, this Contract with all amendments and the Specifications, General Terms and Conditions and Special Provisions.

PROJECT INITIATION DATE: The date provided in the Notice to Proceed upon which the Contract's time for performance begins.

PROJECT SCHEDULE ("BASELINE PROJECT SCHEDULE"): The baseline Project schedule covering the entire scope and duration of the Project prepared in the critical path method (CPM) and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the DESIGN-BUILDER to the DIRECTOR or the COUNTY'S REPRESENTATIVE for compliance review with the Contract Document. The Project Schedule indicates the durations and sequence of key activities of engineering, design, permitting, construction, testing and commissioning and indicates Milestone event dates as required by the Contract, including the Substantial and Final Completion dates. Separate Project Schedules shall be submitted for each work order (S-884 or S-888)

PROPOSAL DOCUMENTS: Documents applicable to and specific to the DESIGN-BUILDER'S Proposal for this Contract, consisting of qualifications data and information; technical narrative descriptions; design and construction data; plans and calculations; commercial data, including pricing, insurance and bonding; and forms provided in the Proposal, and other related documents specified in the Contract and errata and addenda thereto.

REQUEST FOR DESIGN-BUILD SERVICES ("RDBS"): A document issued by the COUNTY to solicit proposals from firms to perform the Design-Build project.

REQUEST FOR CHANGE: A written request by the DESIGN-BUILDER to the DIRECTOR or the DIRECTOR'S designee requesting issuance of a Change Order for an adjustment in Contract Duration and/or Total Contract Price.

RIGHT OF WAY: A term denoting land and property, and interests therein, acquired by the COUNTY.

SAMPLES: Physical examples, provided by the DESIGN-BUILDER, for review of compliance with the Contract Documents by the COUNTY, which illustrate materials, equipment, fixtures and workmanship, which establish standards by which the Work will be judged.

SCHEDULE OF VALUES: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the DESIGN-BUILDER promptly after award of the Project and agreed between the DESIGN-BUILDER and the COUNTY to serve as a basis for measuring progress of the Work and for making monthly progress payments to the DESIGN-BUILDER. Separate Schedule of Values shall be submitted for each Project (S-884 or S-888) and shall clearly delineate Design versus Construction.

SCOPE OF SERVICES: The services to be provided by the DESIGN-BUILDER that include, but are not limited to, engineering, design, procurement and construction services necessary to prepare the construction plans and specifications, as well as providing installation/construction, testing and commissioning of the Project, as described in Article 5 "SCOPE OF SERVICES" of this Contract.

SCOPE OF WORK ("WORK"): The scope of the engineering, design, permitting, construction/installation, testing and commissioning and providing the necessary labor, materials, equipment, supervision and other services to fulfill all the contractual requirements as indicated in the Contract Documents, including addenda, modifications, or extensions thereto made by authorized changes. Includes, but is not limited to, the physical components and facilities of the Project, as well as activities related to designing, building and achieving performance of such components and facilities, all as delineated in the Design Criteria Package.

SHOP DRAWINGS: Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the design, fabrication or installation. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work. Note the Shop Drawings shall be identified by the contract number and associated work order (S-884 or S-888).

STATE: The State of Florida.

SUBCONSULTANT: A subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed a Contract with the DESIGN-BUILDER to furnish professional services for the Project Scope of Work. A subconsultant does not furnish trade labor for construction.

SUBCONTRACTOR: A subcontractor is a person or organization which is properly registered as a General or Trade contractor within the State for the particular trade or craft for which he/she will be performing work, who has signed a Contract with the DESIGN-BUILDER to furnish construction/installation related services within the Project Scope of Work.

SUBSTANTIAL COMPLETION: Substantial completion of a project or specified area of a project is the date on which the construction is sufficiently completed as determined by the COUNTY, in accordance with the Contract Documents as modified by any Change Orders agreed to by the parties, so that the COUNTY can beneficially occupy the Project or specified area of the Project for the use for which it was intended.

SURETY: The surety company or individual which is bound by Contract Bond with and for the DESIGN-BUILDER who is primarily liable and which surety company or individual is responsible for DESIGN-BUILDER'S acceptable performance of the Work under this Contract and for the payment of all debts pursuant to Section 255.05, Florida Statutes, as may be amended from time to time.

TECHNICAL PROVISIONS: Those provisions which specify the design requirements, materials, execution of construction, performance requirements, and method of measurement and payment for work entering into the Project.

TEMPORARY CONSTRUCTION EASEMENT LINE: A boundary which describes the area available for construction operations.

TERM OF THE CONTRACT: Means the maximum number of calendar days, including authorized time extensions, allowed for Final Completion of all Contract Work and requirements. Also called "Contract Duration".

TIME CONTINGENCY: The maximum time specifically identified in the Contract by which the OWNER may extend the Contract time to accomplish the Work without a change order. Limitation on the use of the time contingency are set forth in the Contract Documents.

TOTAL CONTRACT AMOUNT: The sum of the DESIGN-BUILD CONTRACT PRICE, together with the COUNTY'S Contingency Account and Dedicated Allowance Account, which constitute all sums under the Contract.

VALUE ENGINEERING ("VE"): The systematic application of recognized techniques for optimizing both cost and performance and/or providing innovative techniques in a new or existing facility or system, or for eliminating or replacing items to reduce cost without significantly reducing the required functions and/or performance of the facility or system.

VALUE ENGINEERING PROPOSAL ("VEP"): Means a proposal submitted, at the sole option of DESIGN-BUILDER, pursuant to Article 13.17 below.

WORK: Means all work, services, activities and other obligations to be performed by the DESIGN-BUILDER under the Contract Documents, including without limitation, design, engineering, permitting, procurement of equipment and/or materials, project management, supervision, construction, training, testing, startup and commissioning, and all other services and deliverables required by the DESIGN-BUILDER to achieve Substantial Completion and Final Completion of the Project in accordance with the Contract Documents requirements.

WORK ORDER/TASK ORDER: A document issued by the COUNTY to the DESIGN-BUILDER authorizing the performance of specific design-build services, stating the time for completion and amount of the fee authorized for such services. In case of emergency, the COUNTY reserves the right to issue oral authorization to the DESIGN-BUILDER with the understanding that written confirmation shall follow immediately thereafter.

WORKSITE ("WORKSITE" or "SITE"): The area enclosed by the Site boundaries or Limits of Work indicated in the Contract Documents and boundaries of local streets, waterways, public lands, temporary and permanent easements and other such physical locations in which the DESIGN-BUILDER is to perform the Work under the Contract. It shall also include areas obtained by the DESIGN-BUILDER for use in connection with the Contract, when contiguous to the Limit of Work.

WORKING DRAWINGS: Drawings, calculations and catalog data, other than Contract Drawings furnished by the DESIGN-BUILDER and Shop Drawings prepared by the DESIGN-BUILDER, necessary or required for the DESIGN-BUILDER'S prosecution of the Work. The COUNTY and its Design Criteria Professional will not review Working Drawings and will not be responsible for their content or accuracy. They are the sole responsibility of the DESIGN-BUILDER.

ARTICLE 2 INTERPRETATION

- 2.1) Documents comprising the Contract Documents are complementary and indicate the scope and requirements for the design, permitting, construction/installation, testing, commissioning and completion of the Work and Services. Anything mentioned in one document, including the RDBS and Design Criteria Package, and not mentioned in the Contract, shall be of like effect as if shown or mentioned in both.

- 2.2) Where "as indicated", "as detailed" or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package, unless stated otherwise.
- 2.3) References to Articles or Sections include sub-articles or sub-sections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to the sub-article.
- 2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of Proposals except where a particular issue is indicated. In case of conflict between municipal, utility, industry, and railroad standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.
- 2.5) In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of Miami-Dade County, the State of Florida, and the United States of America. Any litigation which may arise out of this Contract shall be commenced in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida.
- 2.6) When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of receipt of Proposals except where a particular issue is indicated.
- 2.7) Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only and shall be deemed not to modify or affect the rights and duties of parties to this Contract.

**ARTICLE 3
INTENTION OF THE COUNTY**

- 3.1) It is the intent of the Contract Documents to result in the design and construction of a fully complete, fully functional Project, ready in all aspects to be put to its intended use, that is designed and constructed by the DESIGN-BUILDER in accordance with the COUNTY reviewed and fully permitted Contract Documents prepared by the DESIGN-BUILDER and accepted by the COUNTY. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result, will be supplied whether or not specifically called for.

**ARTICLE 4
RESPONSIBILITIES OF THE DESIGN-BUILDER**

- 4.1) The DESIGN-BUILDER shall perform the design and construction of the Project as defined in the RDBS, including the Design Criteria Package and in accordance with the approved proposal. In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the Project, such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning and Work-Site restoration, together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.
- 4.2) The DESIGN-BUILDER shall be responsible for obtaining all necessary licenses and permits not being provided by the COUNTY and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work.

The COUNTY shall establish a Dedicated Allowance Account to reimburse the actual agency permits fees cost to the DESIGN-BUILDER. The cost of such permits will exclude any DESIGN-BUILDER technical support, administrative and incidental cost, which shall be included elsewhere by the DESIGN-BUILDER in the Contract Price. The DESIGN-BUILDER shall protect, indemnify and hold harmless the Federal, State, County and Municipal governments and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the DESIGN-BUILDER, its employees, agents or Subconsultants and Subcontractors. No extensions of time will be granted to the DESIGN-BUILDER for delays in obtaining the permits that are the responsibility of the DESIGN-BUILDER unless revisions are required to the Contract Drawings. The DESIGN-BUILDER shall not be responsible for delays in obtaining permits that are the responsibility of the COUNTY unless the DESIGN-BUILDER has contributed to such delays through any action or inaction of the DESIGN-BUILDER.

- 4.3) It is the DESIGN-BUILDER'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and for all persons working on the Project for whom a Certificate of Competency is required. Occupational licenses from Miami-Dade County firms will be required to be submitted within fifteen (15) days of notification of intent to award. Local Business Tax Receipts Occupational licenses will be required pursuant to Florida Law.
- 4.4) The DESIGN-BUILDER shall be fully responsible for the actions of all persons working in conjunction with the design and construction of the Project.
- 4.5) The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by the DESIGN-BUILDER'S Subconsultants), within the specified time period and for the specified Contract Price. The DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by other professionals performing similar services with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents

that the Work conforms to, the COUNTY'S requirements as set forth in the Contract Documents.

The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages caused by the DESIGN-BUILDER'S negligent acts or errors or omissions in the performance of the Work as specified in Article 13.2 "ERRORS AND OMISSIONS" of this Contract. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its sole expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming design and construction services resulting from the DESIGN-BUILDER'S deficiencies for a period from the commencement of this Contract until twelve (12) months following the Substantial Completion Date of the Work and for the period of liability required by applicable law. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections.

Neither the COUNTY'S inspection, review, approval or acceptance of, or payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its Subconsultants or Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by any failure of the DESIGN-BUILDER or its Subconsultants or Subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its Subconsultants' or Subcontractors' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by Subconsultants or Subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of the subconsultant's Work. The DESIGN-BUILDER shall be responsible for any deficient, defective services and any resulting deficient work re-performed within twelve (12) months following the Substantial Completion Date and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Final Completion.

- 4.6) The DESIGN-BUILDER agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to Subcontractors and Subconsultants into any and all subcontracts.
- 4.7) The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, Subconsultants and Subcontractors at the Work Site and shall not employ for the Project any unfit person or anyone not skilled in the work assigned to him or her.

- 4.9) The DESIGN-BUILDER shall maintain, at its sole cost, suitable and sufficient guards, barriers and, at night, suitable and sufficient lighting for the prevention of accidents and thefts.
- 4.10) The DESIGN-BUILDER shall keep itself fully informed of, and shall take into account and comply with all existing and future laws, all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part hereof. If any requirement or term of the Contract for this Project is in violation of any such law, ordinance, regulation, order or decree, the DESIGN-BUILDER shall forthwith report the same to the COUNTY'S REPRESENTATIVE in writing. The DESIGN-BUILDER shall cause all its agents, employees, Subconsultants and Subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.
- 4.11) In the event of a change after the Effective Date of this Contract, in any national and state laws and municipal codes, ordinances and regulations which in any manner affects the Project, the DESIGN-BUILDER shall advise the COUNTY in writing and the COUNTY may initiate a change order to bring the Project into compliance with all laws, ordinances, codes and regulations as amended or enacted.
- 4.12) The DESIGN-BUILDER shall pay all applicable sales, consumer, use and other taxes required by law. The DESIGN-BUILDER is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements.
- 4.13) The DESIGN-BUILDER, before commencing performance of the Work at the Site, shall verify all governing dimensions at the Site, and shall examine all adjoining areas, facilities, utilities and other related conditions upon which the Work is in any way dependent for its quality and functional performance according to the intent of the Contract Documents, specifically the Design Criteria Package, and no disclaimer of responsibility for defective or non-conforming adjoining Work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and agreed in writing by the COUNTY before the DESIGN-BUILDER begins any part of the Work.
- 4.14) The DESIGN-BUILDER shall satisfy itself by personal investigation and by such other means as the DESIGN-BUILDER may think necessary or desirable, as to the conditions affecting the proposed Work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Contract. The DESIGN-BUILDER shall be responsible for any additional soil tests and/or geotechnical investigations required to support the design and construction approach in executing the Project. In the pricing of the design and construction, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.
- 4.15) The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Package are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the DESIGN-BUILDER only and no responsibility is

assumed by the COUNTY, MDWASD or other COUNTY departments or agencies furnishing information for their accuracy or completeness. The DESIGN-BUILDER shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Any and all costs, including but not limited to, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work, shall rest solely with the DESIGN-BUILDER.

- 4.16) All services shall be performed by the DESIGN-BUILDER in compliance with the Contract Documents to the satisfaction of the COUNTY.

ARTICLE 5 SCOPE OF SERVICES

- 5.1) **SCOPE OF SERVICES:** Miami-Dade County has entered into a Consent Decree (United States District Court for the Southern District of Florida, Case No. 1:12-cv-24400-FAM, hereinafter referred to as "Consent Decree") with the United States, Environmental Protection Agency, the State of Florida, and Florida Department of Environmental Protection (FDEP) (collectively "Regulatory Agencies"), to remediate its aging wastewater infrastructure. This Project is intended to satisfy the requirements identified in the Consent Decree (CD) as CD Projects 1.06, 1.08, 2.12, 2.13, 2.16, and 2.18(2).

The DESIGN-BUILDER shall perform its services such that the design of the capital improvements are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the Project Schedule, the Consent Decree and the requirements of the Clean Water Act, WASD's National Pollutant Discharge Elimination System Permits, Florida Department Environmental Protection regulations, and any additional applicable regulatory requirements. The DESIGN-BUILDER shall be familiar and acknowledges that it will comply with the Consent Decree that is on WASD's website at <http://www.miamidade.gov/water/wastewater-improvement-projects.asp>. The DESIGN-BUILDER recognizes and acknowledges that the COUNTY has engaged a Program and Construction Management Consultant (PM/CM) to supervise the implementation of the COUNTY'S compliance with the Consent Decree.

SCOPE OF SERVICES –CD PROJECTS 1.06 and 1.08 SDWWTP SLUDGE THICKENING AND DEWATERING BUILDING (WORK ORDER S-884)

The Design-Builder shall provide all resources and professional services to perform the planning, engineering design, coordination with Water and Sewer Operations, permitting, construction, code compliance inspections, concrete, soil and other materials testing furnishing of all materials, fabrication and installation, labor and equipment necessary for the construction of all civil/site, process mechanical, architectural, structural, electrical, instrumentation, plumbing, Heat Ventilation Air Conditioning (HVAC), fire protection, odor control components and all other necessary components to facilitate successful design, construction and commissioning of the new Sludge Thickening and Dewatering Building located at 8950 S.W. 232 Street, Miami, FL 33190. The SDWWTP (S-884) has an average annual daily flow (AADF) of 112.5 million gallons per day (MGD).

The Design-Builder shall follow the Design Criteria Package inclusive of CD design standards for the development of this Project. The minimum design life shall be twenty (20) years for major electrical and mechanical equipment, with the exception of Variable Frequency Drives (VFDs) that shall have a design life of fifteen (15) years. Structures shall

have a minimum design life of fifty (50) years. The Project shall consist of the following main elements:

1. A combined Sludge Thickening and Dewatering Building to house the sludge thickening system, the digested sludge dewatering system and other engineering features to support the thickening and dewatering process. Support systems to include dry polymer feed and storage (for both thickening and dewatering sludge), polymer dosage optimization system, dewatered cake pumping and storage, cake conveyance, Thickened Waste Activated Sludge (TWAS) pumping, thickening and dewatering centrate pumping, mono-rails, bridge crane, truck load-out facilities for dewatered cake, provisions for future cake transfer to proposed biosolids management facilities (provided by others), plant service water and sewer systems, other ancillaries required for a completely functional facility.
2. The building shall be cast-in-place lower level, with precast upper level walls, as proposed in Design Enhancement No. 3, and shall be designed to meet all local and state building code requirements. The building shall be two (2) stories high, the finished floor elevation shall comply with WASD "Design Guide for Hardening Wastewater Treatment Facilities against Flooding from Surge, Sea Level Rise and Extreme Rainfall", and the footprint shall be approximately 150 feet. by 140 feet. Features shall include an operations and control room, break room, locker rooms and bathrooms, industrial facility freight elevator, electrical room, mechanical room, loading and unloading areas, chemical storage and feeding areas, storage areas, and operator parking area. The building exterior shall be insulated, and exterior should include architectural features and theme similar to adjacent facilities onsite. Roof shall be double tee and hollow core construction as proposed in Design Enhancement No. 4. The building foundations shall be based on spread footers as proposed in Design Enhancement No. 1. Wet-wells associated with the building shall be installed "at-grade" as proposed in Enhancement No. 2.
3. Thickening system consisting of six (6) centrifuges (4 operational, 2 standby). Centrifuges should be suitable for unmanned operations.
4. Thickened Waste Activated Sludge pumping via six (6) transfer pumps. Each Thickening Sludge Transfer Pump will receive TWAS directly from its corresponding Centrifuge without the utilization of TWAS Wetwells as proposed in Enhancement No. 6.
5. Digested sludge dewatering system consisting of four (4) centrifuges (2 operational, 2 standby). Centrifuges should be suitable for unmanned operations.
6. Controls and instrumentation equipment, including programming, reliability demonstration, performance testing.
7. Connection to onsite power supply.
8. Electrical room to include transformers, feed conduits, and duct banks, to serve the proposed Sludge Thickening and Dewatering Building, is to be an external room attached to the building's south wall. The DESIGN-BUILDER is required to coordinate electrical duct bank routing and connections design with WASD Operation and Maintenance staff and adhere to CD design standards, including generation of duct bank plan and profile drawings.
9. Associated electrical equipment, including but not limited to, arc-flash switchgear, Motor Control Centers (MCCs), electrical accessories, conduits and feeders and duct banks. Relocation of sensitive control equipment and electrical room configuration shall be as per the proposed Design Enhancement No. 5.
10. Odor control system for the facility using bio-filters. This system shall be designed to treat the air produced by the process, equipment, and centrate wet-wells, as well as the cake transfer bin and cake storage silos.
11. Ferric sulfate chemical storage and feed system for struvite control.

12. Dry polymer system for the thickening process.
13. Dry polymer system for the dewatering process.
14. Sludge holding bin, to include light bottom storage silo with at least two (2) discharge points.
15. Climate control and ventilation system appropriate for the facility.
16. Piping and connections associated with:
 - Centrate
 - Potable water
 - Non-potable / flushing water
 - Sewer service
17. Centrate conveyance includes two (2) above ground redundant wetwells and three (3) solids handling centrifugal pumps (2 duty, 1 standby) as proposed in Design Enhancement No. 7.
18. Sludge conveyance of:
 - Waste Activated Sludge (WAS) to the proposed Thickening and Dewatering Building.
 - TWAS from the proposed Thickening and Dewatering Building to the acid phase digesters or secondary digesters.
 - Digested sludge from the existing digester system to the Thickening and Dewatering Building.
19. Access roads and parking areas for operations, maintenance, and sludge hauling.
20. Demolition of existing dewatering facility at a separate location within the SDWWTP (S-884) and ancillary components to an elevation of five (5) feet below ground level. This includes the capping/sealing of abandoned pipes and survey locations.
21. Demolition of existing pavement and drainage at proposed site location.
22. DESIGN-BUILDER shall provide system Operation and Maintenance manuals for compliance with FDEP.
23. The DESIGN-BUILDER shall develop a design and construct a storm water collection system such that all storm water generated from the thickening/dewatering facilities is collected and disposed of into the existing plant sanitary sewer system.

**SCOPE OF SERVICES CD PROJECTS 2.12, 2.13, 2.16, and 2.18(2) CDWWTP
SLUDGE THICKENING AND DEWATERING BUILDING (WORK ORDER S-888)**

The DESIGN-BUILDER shall provide all resources and professional services to perform the planning, engineering design, coordination with Water and Sewer Operations, permitting, construction, code compliance inspections, concrete, soil and other materials testing furnishing of all materials, fabrication and installation, labor and equipment necessary for the construction of all civil/site, process mechanical, architectural, structural, electrical, instrumentation, plumbing, HVAC, fire protection, odor control components and all other necessary components to facilitate successful design, construction and commissioning of the new dewatering/thickening facilities located at the CDWWTP (S-888), located at 3989 Rickenbacker Causeway, Miami, FL 33149. The CDWWTP (S-888) has an AADF of 143 MGD.

The DESIGN-BUILDER shall follow the Design Criteria Package inclusive of CD design standards for the development of this Project. The minimum design life shall be twenty (20) years for major electrical and mechanical equipment, with the exception of Variable Frequency Drives (VFDs) that shall have a design life of fifteen (15) years. Structures shall have a minimum design life of fifty (50) years. The Project shall consist of the following main elements:

- the digested sludge dewatering system and other engineering features to support the thickening and dewatering process. Support systems to include dry polymer feed and storage (for both thickening and dewatering sludge), polymer dosage optimization system, dewatered cake pumping and storage, cake conveyance, Thickened Waste Activated Sludge (TWAS) pumping, thickening and dewatering centrate/filtrate, monorails, bridge crane, truck load-out facilities for dewatered cake, plant service water and sewer systems, other ancillaries required for a completely functional facility.
2. The building shall be cast-in-place lower level, with precast upper level walls, as proposed in Design Enhancement No. 3, and shall be designed to meet all local and state building code requirements. The building shall be two (2) stories high, the finished floor elevation shall comply with WASD "Design Guide for Hardening Wastewater Treatment Facilities against Flooding from Surge, Sea Level Rise and Extreme Rainfall", and the footprint shall be approximately 200 feet. by 200 feet. Features shall include an operations and control room, break room, locker rooms and bathrooms, industrial facility freight elevator, electrical room, mechanical room, loading and unloading areas, chemical storage and feeding areas, storage areas and operator parking area. The building exterior shall be insulated, and exterior should include architectural features and theme similar to adjacent facilities onsite. Roof shall be double tee and hollow core construction as proposed in Design Enhancement No. 4. The building foundations shall be based upon the utilization of auger cast piles. Wet-wells associated with the building shall be installed "at-grade" as proposed in Enhancement No. 2.
 3. Thickening system consisting of eight (8) enclosed gravity belt thickeners (GBT's). GBT's should be suitable for unmanned operations.
 4. Digested sludge dewatering system consisting of four (4) dewatering centrifuges units (2 operational, 2 standby). Dewatering units shall be suitable for unmanned operations.
 5. Controls and instrumentation equipment, including programming, reliability demonstration, performance testing.
 6. Dedicated electrical substation building to include transformers, feed conduits, and duct banks, to serve the proposed Sludge Thickening and Dewatering Building as shown in the preliminary Contract drawings. The is required to coordinate electrical duct bank routing and connections design with WASD operation and maintenance, and adhere to CD design standards, including generation of duct bank plan and profile drawings.
 7. Associated electrical equipment, including but not limited to, arc-flash switchgear, Motor Control Centers (MCCs), electrical accessories/conduits and feeders, and duct banks. Relocation of sensitive control equipment and electrical room configuration shall be as per the proposed Design Enhancement No. 5.
 8. Dedicated biological odor control system for the facility using bio-filters. This includes GBT and centrifuge units, dewatered cake storage and unloading operation, thickened sludge and centrate/filtrate wetwells and Waste Activated Sludge (WAS) feed/blending tanks.
 9. Ferric sulfate chemical storage and feed system for struvite control.
 10. Dry polymer system for the thickening process, including approximately 5,000-gallon water tank.
 11. Dry polymer system for the dewatering process, including approximately 5,000-gallon water tank.
 12. Three (3) sludge holding bins to include light bottom storage silo with at least four (4) discharge points per silo.
 13. Two (2) sludge blending tanks of approximately 105,000 gallons each.
 14. Climate control and ventilation system appropriate for the facility.
 15. Centrate conveyance includes two (2) above ground redundant wetwells and four (4) solids handling centrifugal pumps (3 duty, 1 standby) as proposed in Design Enhancement No. 7.
 16. Sludge conveyance of:

16. Sludge conveyance of:
 - a. Sludge received from the North District Wastewater Treatment Plant from existing pipelines entering the site to the proposed Sludge Thickening and Dewatering System.
 - b. Waste Activated Sludge (WAS) from the existing return activated sludge pipelines at the CDWWTP (S-888) facilities to the proposed Sludge Thickening and Dewatering System.
 - c. TWAS from the proposed Sludge Thickening and Dewatering Building to the existing digesters system.
 - d. Digested sludge from the existing digesters system to the proposed Thickening/Dewatering facilities.
17. A storm water collection system designed to collect and transport all runoff from the proposed site and direct it to the plant 2 Headworks. This system shall include a pump station facility with underground wet well with submersible pumps operating in lead lag standby configuration, inclusive of power supply and electrical ancillary equipment. DESIGN-BUILDER is required to coordinate electrical duct bank routing and connections design with WASD Operation and Maintenance staff, and adhere to CD design standards, including generation of duct bank plan and profile drawings. Design criteria for the collection system and pump station is included in the Civil section of the BODR.
18. Load cells for each silo.
19. Grading, paving and drainage of the thickening and dewatering building and adjacent areas.
20. Demolition of existing pavement, drainage and re-grading at proposed site location and ancillary components to an elevation of five (5) feet below ground level.
21. DESIGN-BUILDER shall provide system Operation and Maintenance manuals for compliance with FDEP.
22. Integrated sludge screening facility to include containerized screens, dumpster room, booster water tanks, and booster water pumps for providing utility water to wash screening, inclusive of instrumentations, controls, power supply and ancillary equipment.

For this Project, the COUNTY has accepted seven (7) "Enhancements" submitted by the DESIGN-BUILDER, which is represented in Exhibit "A". In accordance with the RDBS, since the DESIGN-BUILDER has been awarded the Project Contract based on these Enhancements, the DESIGN-BUILDER accepts full technical, cost and schedule responsibility and risks for the feasibility of implementing the Enhancements as established by the Design-Build Contract Price and Schedule Dates.

The DESIGN-BUILDER agrees that if any of the Enhancements are determined not feasible or impractical based on the performance criteria described in the Design Criteria Package or for any reason, including any reason beyond the control of the DESIGN-BUILDER, the DESIGN-BUILDER is required to perform the Project, without recourse, in accordance with the original requirements of the RDBS Design Criteria Package and at the same price and schedule as contracted.

The COUNTY'S decision to accept the Enhancements shall be final and binding upon execution of this Contract. However, the COUNTY'S decision to proceed with the Enhancements does not relieve the DESIGN-BUILDER of all responsibilities and risks for implementing the Enhancements or performing the original Design Criteria approach to meet the Contract Schedule Dates if the Enhancements are determined not feasible.

**ARTICLE 6
THE PROJECT**

- 6.1) LOCATION: The CDWWTP (S-888) located at 3989 Rickenbacker Causeway, Miami, FL 33149. and SDWWTP (S-884) located at 8950 S.W. 232 Street, Miami, FL 33190.

It is agreed that the DESIGN-BUILDER will carry out the Project within the services encompassed in this Contract. All demolition, excavations and debris removal shall be performed in accordance with existing State of Florida and COUNTY environmental requirements and included in the DESIGN-BUILDER Contract Price.

The Project includes furnishing all engineering, design and permitting services, as well as all construction labor, materials, equipment, code compliance inspections, concrete, soil and other materials testing, services and incidentals necessary to design and build the Project, in accordance with the Contract Documents, including the Design Criteria Package. Work and Services shall be in compliance with design and construction standards required by the RDBS, the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, permitting, construction, testing and commissioning of the Project.

- 6.2) TERM OF THE CONTRACT: The DESIGN-BUILDER must engineer, design, permit, construct, test and commission the Work to bring the Work to Substantial Completion for the SDWWTP (S-884) Consent Decree Projects 1.06 and 1.08 within nine hundred nine (909) calendar days of the Notice to Proceed (the "Substantial Completion Date") and to Final Completion within one thousand twenty-nine (1029) calendar days from the Notice to Proceed (the "Final Completion Date").

The DESIGN-BUILDER must engineer, design, permit, construct, test and commission the Work to bring the Work to Substantial Completion for the CDWWTP (S-888) Consent Decree Projects 2.12, 2.13, 2.16, and 2.18(2) within nine hundred sixty-six (966) calendar days of the Notice to Proceed (the "Substantial Completion Date") and to Final Completion within one thousand eighty-six (1086) calendar days from the Notice to Proceed (the "Final Completion Date").

It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY and to provide signed and sealed architectural and engineering construction documents for construction and installation which comply with all regulatory requirements, as well as meeting the needs and terms herein of the COUNTY. The DESIGN-BUILDER must complete the Work by the following durations, which exclude the warranty administration period:

- 6.2.1) COUNTY Contingency Period for the SDWWTP (S-884) Project: The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than one hundred twenty (120) calendar days for the DESIGN-BUILDER to achieve Project Schedule Contract Dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract.

COUNTY Contingency Period for the CDWWTP (S-888) Project: The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than one hundred twenty (120) calendar days for the DESIGN-

BUILDER to achieve Project Schedule Contract Dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract.

6.2.1.1) The DESIGN-BUILDER shall complete the following activities by the Substantial Completion Date: The DESIGN-BUILDER shall place into service the facility and ancillaries and finish all work associated with surveying, geotechnical investigations, engineering, design, technical specifications, permitting, construction, training, testing and commissioning services for the complete, functional and fully operational Thickening and Dewatering Buildings at the SDWWTP (S-884) and CDWWTP (S-888).

6.2.1.2) The DESIGN-BUILDER shall complete the following activities by the Final Completion:

(a) Obtain acceptance by all applicable regulatory agencies, including MDWASD for all Work and Services required by the Contract Documents: and

(b) Complete all remaining Work under the Contract, including all final site restorations; COUNTY approval of as-built drawings; other record documentation; and all other remaining incomplete or unacceptable Work items identified by the COUNTY'S REPRESENTATIVE.

6.2.1.3) Recognition of the DESIGN-BUILDER achieving such Contract Dates is at the sole discretion of MDWASD; however, MDWASD and the DESIGN-BUILDER will work and cooperate in good faith to meet such Contract Dates.

6.2.2) Liquidated Damages:

This Project is mandated by a Consent Decree and has construction schedule milestones that are critical for completion of this construction Contract. These milestones have either "Contract Liquidated Damages", "Consent Decree Liquidated Damages", or both associated with them.

The Parties to the Contract agree that time, in the performance and completion of the Work, is of the essence. The COUNTY and the DESIGN-BUILDER recognize and agree that the precise amount of actual damages for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the DESIGN-BUILDER shall be assessed Liquidated Damages on a daily basis for each Day that individual milestones, as specified below, are not timely achieved or that Contract Time is exceeded due to a non-excusable delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the COUNTY for expenses which are difficult to quantify with any certainty and which were incurred by the COUNTY due to the delay. The amount of Liquidated Damages assessed shall be an amount, as stipulated below, per day for each calendar day that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.

In the event the DESIGN-BUILDER fails to perform any other covenant or condition (other than time-related) of this Contract relating to the Work, the DESIGN-BUILDER shall become liable to the COUNTY for any actual damages which the COUNTY may sustain on the part of the DESIGN-BUILDER. The COUNTY reserves the right to retain these amounts from monies due the DESIGN-BUILDER.

Nothing in this article shall be construed as limiting the right of the COUNTY to terminate the Contract and/or to require the Surety to complete said Project and/or to claim damages for the failure of the DESIGN-BUILDER to abide by each and every one of the terms of this Contract as set forth and provided herein.

CD 1.06, 1.08 SDWWTP (S-884)	Milestone Type/Name	Calendar Days from Issuance of Notice to Proceed from COUNTY	Contract Liquidated Damages
1	Substantial Completion	909	\$5,100/day
1A	Final Completion	1029	\$2,500/day
CD 2.12,2.13, 2.16, 2.18(2) CDWWTP (S-888)	Milestone Type/Name	Calendar Days from Issuance of Notice to Proceed from COUNTY	Contract Liquidated Damages
2	Substantial Completion	966	\$6,700/day
2A	Final Completion	1086	\$2,500/day

NOTE: The above Liquidated Damages are specifically related to Contract Time. Additional Liquidated Damages, in addition to the amount listed above, may also be incurred and assessed as noted elsewhere in this Contract.

6.2.3) Consent Decree Liquidated Damages:

The Consent Decree provides that the Regulatory Agencies may impose stipulated penalties against Miami-Dade County for failure to meet certain deadlines and for certain Sanitary Sewer Overflows (SSOs). In the event the Regulatory Agencies impose such penalties against Miami-Dade County, and such penalties are a result of the Design-Builder's lack of performance, failure to meet Compliance Dates or a SSO that occurs during construction, the Design-Builder shall be liable to the COUNTY for such amounts as additional Liquidated Damages ("Consent Decree Liquidated Damages") ("CDLD"). Please note these CDLD are in addition to the Contract Liquidated Damages as specified previously and may be assessed separately and/or in combination.

- (a) Failure to complete Milestones 1 and 2 by the below Compliance Date shall result in CDLD as listed below, at the violation amount level assessed on the COUNTY, based on the non-compliance period starting at the dates listed below. The DESIGN-

BUILDER shall not be responsible for payment of penalties incurred by the COUNTY prior to the Milestones 1 and 2 deadlines.

S-884 CD Project No.	Compliance Date
1.06	January 06, 2023
1.08	January 06, 2023
S-888 CD Project No.	Compliance Date
2.12	January 13, 2023
2.13	January 13, 2023
2.16	January 13, 2023
2.18	January 13, 2023

Note: Compliance Dates are defined as substantial completion for Milestones 1 and 2 including an installed, tested and operable system, in compliance with codes and regulations. Period of Noncompliance per Violation per Day

One (1) to fourteen (14) days	\$1,000
Fifteen (15) to thirty days (30) days	\$2,000
Thirty-one (31) to sixty (60) days	\$3,000
Sixty-one (61) to one hundred eighty (180) days	\$4,000
More than one hundred eighty (180) days	\$5,000

- (b) CDLD for each SSO reaching waters of the United States due to a release of wastewater caused by DESIGN-BUILDER may be assessed as:

Description	Before 04/09/2019	After 04/09/2019
1 to 10,000 gallons	\$1,000	\$1,000
10,000 to 250,000 gallons	\$2,000	\$4,000
250,000 to 1,000,000 gallons	\$5,000	\$10,000
Greater than 1,000,000 gallons	\$10,000	\$20,000

- (c) CDLD for each SSO NOT reaching waters of the United States due to a release caused by DESIGN-BUILDER may be assessed as:

Description	Before 04/09/2019	After 04/09/2019
1 to 10,000 gallons	\$500	\$500
10,000 to 250,000 gallons	\$1,000	\$2,000
250,000 to 1,000,000 gallons	\$2,500	\$5,000
Greater than 1,000,000 gallons	\$5,000	\$10,000

- 6.3) PROJECT SCHEDULE: The DESIGN-BUILDER will proceed in accordance with the approved Mobilization and Engineering Schedule comprising the activities to be performed in the first one hundred eighty (180) days of Work after Notice to Proceed (NTP) as indicated in the attached Exhibit "A".

Subsequently, the Initial Baseline Project Schedule shall be expanded by the DESIGN-BUILDER to develop the Final Baseline Project Schedule, covering all details of the entire Project, including all milestone event dates, and will be submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time to establish the approved Final Baseline Project Schedule, prior to the one hundred eighty (180) day period, covered by the Mobilization and Engineering Schedule.

The Final Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project and coordinated with the agreed Schedule of Values utilizing the Critical Path Method (CPM) with Primavera Scheduling software. It shall commence on the NTP and include the start and completion dates of various activities and major Project components, the sequence of design and construction and the Contract completion dates for the overall Project. The Final Baseline Project Schedule shall be updated monthly based on actual progress achieved in accordance with the Contract Documents and submitted to MDWASD as a requirement to support each pay application.

6.4) PUBLISHING OF INFORMATION: The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract or any particulars thereof, during the period of this Contract, without first notifying the COUNTY and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Contract. Under Article 13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", such data or information is the property of the COUNTY.

6.5) WARRANTY: Except where longer periods of warranty are indicated for certain items, the DESIGN-BUILDER warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion. This one-year (1) period shall be covered by the Surety Performance Bond as specified in this Contract. In the case of defects or failure in a part of the Work which the COUNTY takes possession of prior to Substantial Completion, such a period shall commence on the date the COUNTY takes possession. Upon receiving notification from the COUNTY or any public body, to whom the ownership of the Work has been transferred, the DESIGN-BUILDER shall immediately remedy, repair, or replace, without cost to the COUNTY or other notifying party and to the entire satisfaction of the COUNTY or other notifying party, defects, damages, or imperfections due to faulty design, materials or workmanship appearing in said Work within said period of not less than one (1) year. Remedial Work shall carry the same warranty as the original Work starting with the date of acceptance of the replacement or repair. ALL MAINTENANCE DURING THE WARRANTY, OR IF A REPAIR IS MADE, ALL MAINTENANCE DURING THE WARRANTY SHALL BE PROVIDED BY THE DESIGN-BUILDER. Payment to the DESIGN-BUILDER will not relieve him of any obligation under this Contract. Any latent defects shall be corrected within the period required by applicable law.

6.5.1) The DESIGN-BUILDER, at no additional expense to the COUNTY, shall remedy damage to equipment, the Site or the buildings or the contents thereof or existing utilities or structures, which is the result of any failure or defect in the performance of the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the DESIGN-BUILDER fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the COUNTY will have the right to replace, repair or otherwise remedy such failure or defect and deduct all costs from the DESIGN-BUILDER'S pay request.

- 6.5.2) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of the COUNTY provided that, if directed by the COUNTY, the DESIGN-BUILDER will require Subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the COUNTY.
- 6.5.3) The rights and remedies of the COUNTY provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 6.5.4) Nothing in the above intends or implies that this warranty shall apply to Work that has been abused or neglected by the COUNTY or other public body, utility or entity to which ownership has been transferred.
- 6.5.5) MATERIAL: Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product or patented process by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at its option, use any equipment, material, article or process which is equivalent to that named, subject to the requirements of Article 6.5.6 below.
- 6.5.6) The COUNTY shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by the COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER'S expense.
- 6.5.6.1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial Work and completed Work, shall be at the DESIGN-BUILDER'S expense, and no additional time of performance will be allowed.
- 6.5.6.2) No action relating to the approval of alternative materials will be taken by the COUNTY until the request for substitution is made in writing by the DESIGN-BUILDER accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least thirty (30) days before the early start date of the activity provided in the DESIGN-BUILDER'S approved construction schedule. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.
- 6.5.6.3) Where classification, rating, or other certification by a body such as, but not limited to, UL, NSF, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body or equivalent

independent testing laboratory, indicating compliance with Contract requirements. The equivalence of a classification, rating or certification, or the equivalence of the independent testing laboratory or other testing certifying entity, shall be solely decided by the OWNER or MDWASD, and such decision shall be final. Testing required to prove equality of the material proposed shall be at the DESIGN-BUILDER'S expense.

- 6.5.6.4) Approval of an alternative material will be only for the characteristics and use named in such approval and shall not change or modify any Contract requirement or establish approval for the material to be used on any other Project for MDWASD or the COUNTY.
- 6.5.6.5) SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work, except those designated and specifically named to be furnished by the COUNTY'S REPRESENTATIVE.
- 6.5.6.6) Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled and incorporated to ensure completed Work in accordance with the Contract and its intent.
- 6.5.6.7) Materials furnished by the DESIGN-BUILDER, not conforming to the requirements of the Contract Documents, will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work Site unless otherwise permitted in writing by the COUNTY. All costs of such removal and replacement will be at the sole expense of the DESIGN-BUILDER, and no additional time of performance will be allowed. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the COUNTY. If the DESIGN-BUILDER fails to comply promptly with a request by the COUNTY made under the provisions of this Article, the COUNTY may cause the removal and replacement of rejected material and the cost thereof to be deducted from any monies due or to become due to the DESIGN-BUILDER.
- 6.5.6.8) Materials shall be transported, handled and stored by the DESIGN-BUILDER in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
- 6.5.6.9) The COUNTY will have no responsibility to the DESIGN-BUILDER concerning local material sources other than the responsibility involved in the designations of suitability for intended use. The DESIGN-BUILDER shall make all necessary arrangements with the owners of material sources. The DESIGN-BUILDER shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the COUNTY expressly agrees in writing to assume.

6.5.7) DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE: Unless otherwise specified in the Contract Documents, the DESIGN-BUILDER shall make its own arrangements for legally disposing of waste and excess materials outside the Work Site and shall pay all costs thereof.

6.5.7.1) Prior to disposing of material outside the Work Site, the DESIGN-BUILDER shall provide the Department proof of legal disposal. The DESIGN-BUILDER shall file with the COUNTY said permission, or a certified copy thereof, together with a written release from the property owner absolving the COUNTY from any and all responsibility in connection with the disposal of material on said property.

6.5.7.2) The DESIGN-BUILDER shall obtain and pay for all permits for such disposal from all governing authorities. The direct cost of such permits without overhead or other additional charges will be reimbursed by MDWASD out of the dedicated allowance established for that purpose. Permits obtained for the DESIGN-BUILDER'S convenience or unnecessary permits shall not be reimbursed. Should the question of the necessity or non-necessity of a permit arise, said question shall be decided by the COUNTY and that decision shall be final. The cost of compliance with any permit conditions shall rest solely with the DESIGN-BUILDER and will not be reimbursed.

6.5.7.3) The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil or after payment has been made by the COUNTY to the DESIGN-BUILDER for materials delivered to the Site of the Work or stored subject to or under the control of the COUNTY, as provided in Article 11, "BASIS OF COMPENSATION". However, the DESIGN-BUILDER shall be responsible for the security of the material on-Site until the material is incorporated into the Work and accepted by the COUNTY.

**ARTICLE 7
SUBCONSULTANTS**

7.1) In the event that the DESIGN-BUILDER plans, or its Subconsultants plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and Subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to MDWASD for examination and approval prior to the DESIGN-BUILDER'S or subconsultant's execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those Subconsultants approved in writing by MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its Subconsultants at any tier for any portion of the Project, whichever is deemed to be in the COUNTY'S best interest.

7.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subconsultants for the Project:

Firm Name:

FEIN No:

1. A.D.A. Engineering, Inc. (SBE)	86-0899222
2. Axioma 3, Inc. (SBE)	65-0028948
3. Bello and Bello Land Surveying Corporation (SBE)	13-4219102
4. Carollo Engineers, Inc.	86-0899222
5. Chen Moore and Associates, Inc.	59-2739866
6. Fraga Engineers, LLC (SBE)	20-4038436
7. Gamboa Engineers, LLC (SBE)	45-4509337
8. Gresham, Smith and Partners	62-0794126
9. Longitude Surveyors, LLC (SBE)	36-4551726
10. Nutting Engineers of Florida Inc. (SBE)	59-1159182
11. Terracon Consultants, Inc.	42-1249917
12. Vital Engineering, Inc. (SBE)	65-0386897

- 7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any subconsultant without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.
- 7.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" "Certificate of Assurance and Utilization Plan" as presented in the DESIGN-BUILDER'S proposal for the Project.

The Miami-Dade Small Business Enterprise (SBE) goals and Workforce goal are as follows:

- a) 14.00% SBE - A/E Goal (Design portion only) (Refer to — Small Business Enterprise (SBE-A/E) Program for Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order 3-32)

ARTICLE 8 SUBCONTRACTORS

- 8.1) In the event that the DESIGN-BUILDER plans, or its Subcontractors plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and Subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project, which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval, prior to the DESIGN-BUILDER'S or subcontractor's execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those Subcontractors approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its Subcontractors at any tier for any portion of the Project, whichever it deems to be in the COUNTY'S best interest.
- 8.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subcontractors for the Project:

Firm Name:	FEIN No:
1. Corcel Corp. (SBE)	65-0246259
2. Dodec, Inc. (SBE)	65-0789455
3. Eli's Mechanical Corp. (SBE)	46-0935348

- | | | |
|----|---|------------|
| 4. | Lehman Pipe and Plumbing Supply, Inc. (SBE) | 59-0576183 |
| 5. | Mar's Contractors, Inc. | 65-0301526 |
| 6. | Sunshine State Air Conditioning, Inc. (SBE) | 65-0404002 |

- 8.3) **REPLACEMENT OF FIRMS:** The DESIGN-BUILDER shall not change any Subcontractor without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justification for the proposed change.
- 8.4) **CONTRACT MEASURES:** The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "C" "Certificate of Assurance and Utilization Plan" as presented in the DESIGN-BUILDER'S proposal for the Project.
- a) 9.43% SBE - Construction Goal (Construction portion only) (Refer to Small Business Program for Construction Services Implementing Order 3-22)
 - b) 2.00% SBE - G&S Goal (Refer to - Small Business Enterprise (SBE) Program for the Purchase of Goods and Services Implementing Order 3-41)
 - c) 10.00% CWP - Workforce Goal (Refer to - Community Workforce Program (CWP) Implementing Order 3-37)

**ARTICLE 9
SUBCONTRACTS**

- 9.1) **DESIGN-BUILDER PARTICIPATION:** Except as otherwise provided, the DESIGN-BUILDER shall perform not less than twenty-five percent (25%) of the Work with its own organization. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the MDWASD determines that such request is not a disadvantage to MDWASD, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the MDWASD. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER'S own forces.
- 9.2) **SUBCONTRACT DOCUMENTS:** The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings, shall not control the DESIGN-BUILDER in dividing the Work among Subcontractors, nor in establishing the extent of Work to be performed by any trade.

**ARTICLE 10
THE COUNTY'S RESPONSIBILITIES**

- 10.1) **INFORMATION FURNISHED:** The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:
- 10.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the Work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any, and all plans and data not furnished which the DESIGN-BUILDER

knows or should know is necessary or appropriate for the rendition of the services described herein.

10.2) PROJECT MANAGEMENT

10.2.1) The DIRECTOR shall designate the COUNTY'S REPRESENTATIVE to act as liaison and point of contact between the DESIGN-BUILDER and the MDWASD. The DESIGN-BUILDER shall have general responsibility for management of the Work in accordance with the Contract Documents. The DESIGN-BUILDER shall meet with the COUNTY'S REPRESENTATIVE at periodic intervals throughout the Project to assess progress of the DESIGN-BUILDER'S Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. The DESIGN-BUILDER'S design Subconsultants shall visit the Site periodically during the design and construction phases to assess existing conditions and verify that completed Work is in accordance with the Contract Documents. The DESIGN-BUILDER shall communicate with the COUNTY'S REPRESENTATIVE in the most efficient manner and, as approved by MDWASD, using electronic means to the greatest extent possible.

10.3) CHANGED OR ADDITIONAL WORK

10.3.1) In the case of any required additional Work or services required and directed by the COUNTY, the COUNTY shall issue written authorizations to proceed to the DESIGN-BUILDER for the added Work or services to be performed. In case of an emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER. The written confirmation shall follow in a reasonable time thereafter.

10.3.2) The COUNTY'S REPRESENTATIVE shall act on behalf of MDWASD in all matters pertaining to this Contract as authorized by MDWASD and shall issue written authorizations to proceed to the DESIGN-BUILDER for any approved changed or additional Work to be performed hereunder. These authorizations are referred to as Change Orders. In case of an emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation to proceed shall follow immediately thereafter, and authorized by the County Mayor or the County's Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

10.3.3) If the COUNTY'S REPRESENTATIVE requests a proposal for any change or additional Work or Services to be performed by the DESIGN-BUILDER, the DESIGN-BUILDER shall submit a proposal within fourteen (14) days or, if extensive investigation or design is required, in a reasonable time period as agreed by the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE, in a form acceptable to the COUNTY'S REPRESENTATIVE. No payment shall be made for the DESIGN-BUILDER'S services in connection with the preparation of any such proposal unless, in the case of a COUNTY directed change, there is a defined and mutually agreed amount for engineering and/or design and related professional services and MDWASD does not proceed with the changed or additional Work.

The COUNTY'S REPRESENTATIVE shall confer with the DESIGN-BUILDER before any request for proposal is issued by the DIRECTOR or the DIRECTOR'S designee to discuss and agree upon the scope, time required for completion and

compensation method for Work and/or services to be rendered pursuant to this Contract. No payment shall be made by MDWASD until the Work completed is included in a duly submitted invoice in accordance with this Contract.

**ARTICLE 11
BASIS OF COMPENSATION**

11.1) **CONTRACT PRICE:** The COUNTY agrees to pay the DESIGN-BUILDER and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Contract, the fixed lump sum amount stipulated under this Article called the DESIGN-BUILD CONTRACT PRICE, as shown below and as attached hereto as "Exhibit C, Contract Schedule of Values."

11.1.1) **Agreed Design-Build Contract Price (Lump Sum)**

11.1.1.1) Under this compensation basis, the DESIGN-BUILDER agrees to perform the Work and provide the Design-Build Services described in this Contract for an agreed fixed lump sum dollar amount of compensation.

11.1.1.2) The aggregate fixed Lump Sum for all payments to the DESIGN-BUILDER for Design-Build Services authorized on this Project is as follows:

DESIGN-BUILD SERVICES	
Engineering, Design and Permitting, Technical Support During Construction and other Professional Services:	
	\$ 14,856,000.00
Construction, Testing and Commissioning:	
	\$163,116,000.00
CONTRACT PRICE (Lump Sum):	
	\$177,972,000.00

11.2) **CONTINGENCY ALLOWANCE ACCOUNT**

11.2.1) This Project is under a Design-Build Contract for the design and construction of the South District Wastewater Treatment Plant and the Central District Wastewater Treatment Plant Sludge Thickening and Dewatering Buildings; therefore, a Contingency Allowance Account is permissible, per Ordinance No. 00-65. This Contingency Allowance Account, computed as ten percent (10%) of the design-related portion of the Contract value, is one million four hundred eighty-five thousand six hundred dollars (\$1,485,600.00), plus five percent (5%) of the construction-related portion of the Contract value, which is eight million one hundred fifty-five thousand eight hundred dollars (\$8,155,800.00), and will be used by MDWASD, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is nine million six hundred forty-one thousand four hundred dollars (\$9,641,400.00).

11.2.2) The DESIGN-BUILDER shall obtain prior authorization from the COUNTY'S REPRESENTATIVE for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

11.3) DEDICATED ALLOWANCE ACCOUNT

11.3.1) At the discretion of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER may be authorized to perform services outside the basic services described in Article 5 above, under a Dedicated Allowance Account specifically established for said purpose. Compensation to the DESIGN-BUILDER for any of these services will be subject to the Design-Build Contract terms and conditions and shall not exceed the individual amount authorized by the COUNTY'S REPRESENTATIVE through direct negotiation with the DESIGN-BUILDER prior to the performance of the Work. Amounts provided in the allowance are as follows:

11.3.1.1)	Permit Fees	\$4,893,480.00
11.3.1.2)	Permit Prep Utility Coordination	\$ 148,560.00
11.3.1.3)	Change of Soils Condition	\$ 500,000.00
11.3.1.4)	Utility Relocations	\$ 800,000.00
11.3.1.5)	Environmental Investigations	\$1,000,000.00
11.3.1.6)	Fire Suppression System	\$ 100,000.00
11.3.1.7)	Furnishing	\$ 500,000.00

Total amount of Dedicated Allowance Account items above is \$7,942,040.00

11.3.2) The DESIGN-BUILDER shall obtain prior authorization from the COUNTY'S REPRESENTATIVE for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

11.4) TOTAL CONTRACT AMOUNT: If at any time the DESIGN-BUILDER believes he is entitled to any part or parts of the Contingency Account or the Dedicated Allowance Account, the DESIGN-BUILDER will request such payment with all supporting documentation and justification, including applicable Contract terms and conditions, and the COUNTY will evaluate the DESIGN-BUILDER'S submittal and advise the DESIGN-BUILDER of its findings. The COUNTY is under no obligation to assign any monies from either of these accounts to the DESIGN-BUILDER. If the DESIGN-BUILDER is not in agreement with the COUNTY'S findings, the DESIGN-BUILDER may refer to the "Dispute" provisions of the Contract.

11.4.1) The sum of the Contingency Account and the Dedicated Allowance Account is seventeen million five hundred eighty-three thousand four hundred forty dollars (\$17,583,440.00) for all payments to the DESIGN-BUILDER for any Additional Services authorized by the COUNTY'S REPRESENTATIVE on this Project.

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to one hundred ninety-five million five hundred fifty-five thousand four hundred forty dollars (\$195,555,440.00). Any further amounts required for this Contract must be authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

11.4.2) The parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and may only be

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authorized under such terms and conditions and that the DESIGN-BUILDER shall not be entitled to any compensation beyond those specified and authorized through the agreed applicable lump sum of the Design-Build Contract Price of the Contract, according to the items listed in Article 11.1.

- 11.5) DESIGN-BUILDER MARKUP FOR EXTRA WORK: In the case of any Extra Work authorized pursuant to this CONTRACT, the DESIGN-BUILDER is authorized to receive markups for all overhead and profit as indicated below. Overhead includes both corporate (home office) and Site overhead, including but not limited to, construction offices, office equipment and utilities, management and supervision, and local transportation and expenses.
- 11.5.1) For Work and services directly performed by the DESIGN-BUILDER, the DESIGN-BUILDER may add up to a ten percent (10%) mark-up.
- 11.5.2) For Work and services directly performed by a subconsultant or Subcontractors, the subconsultant or subcontractor may add up to a ten percent (10%) mark-up, and the DESIGN-BUILDER may provide a markup on all Subcontractor and Subconsultant costs of five percent (5%).
- 11.5.3) No markups by the DESIGN-BUILDER are allowed for services performed by sub-subconsultants or sub-subcontractors.
- 11.5.4) No markups by the DESIGN-BUILDER are allowed on the sales tax for material and equipment provided by the DESIGN-BUILDER and its Subconsultants and Subcontractors.

ARTICLE 12 PARTIAL AND FINAL PAYMENT

- 12.1) PROGRESS PAYMENTS: Subsequent to Contract award, and prior to Contract execution, MDWASD and the DESIGN-BUILDER will mutually establish a Schedule of Values that defines the Work items for the basis of progress payments, as indicated in the Design-Criteria Package. A separate Schedule of Values shall be established for each work order (S-884 or S-888). The DESIGN-BUILDER will be paid each month for the value of the Work completed, less retainage and other authorized deductions, as agreed by the COUNTY'S REPRESENTATIVE during the preceding month and the invoiced cost, including applicable sales taxes and shipping value, less retainage of materials not already used, but which have been furnished by the DESIGN-BUILDER under the Contract Documents, provided that such materials have been delivered, properly stored and inspected by the COUNTY'S REPRESENTATIVE and that payment therefore has been satisfactorily certified by the DESIGN-BUILDER to the COUNTY'S REPRESENTATIVE.

The DESIGN-BUILDER may request, in writing, the value of labor, equipment and/or materials supplied by Subcontractors, vendors or manufacturers to the DESIGN-BUILDER, that the COUNTY pay this portion of the DESIGN-BUILDER'S monthly progress payment as a joint check, payable to the DESIGN-BUILDER and such Subcontractors, suppliers, vendors or manufacturers. Such request must be made monthly and shall accompany the DESIGN-BUILDER'S monthly pay application for labor, equipment and/or materials furnished. The DESIGN-BUILDER'S request shall indicate the breakdown of costs for design services and construction services and shall include the corresponding Monthly Utilization Reports. Direct payment by the COUNTY, by joint check to the DESIGN-BUILDER'S Subcontractors or material and equipment vendors or

suppliers or any other second party, must be agreeable to and so stated in writing by the DESIGN-BUILDER'S Surety.

For the purpose of processing progress payment applications, the DESIGN-BUILDER will be assigned a specific pay application period ending date by MDWASD, which will apply to each calendar month throughout the course of the Contract until the final application. The DESIGN-BUILDER will be notified of their Contract's pay application period ending date at the Post Award meeting.

The Partial Affidavit and Release forms will be modified to state that all labor, material, equipment and supplies have been paid the full proportionate share, less applicable retainage, in accordance with Miami-Dade County Code Section 10-35, through the assigned pay application period ending date of the previous pay application period.

Before the DESIGN-BUILDER can receive any payment or draw hereunder, except the first partial payment for monies due the DESIGN-BUILDER as a result of a percentage of the Work completed, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with an affidavit of payment and a release due ten (10) days after the release of their check by MDWASD, duly executed by each subcontractor and supplier of material or equipment for any Work performed for the Project up through the pay application period ending date of the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full through the pay application period ending date of the previous month and that the subcontractor or supplier releases all known claims for labor, material, equipment and supplies up through the pay application period ending date of the previous month. In addition, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with a duly executed affidavit (Certification of DESIGN-BUILDER) stating that all Subcontractors and suppliers of material and equipment have been paid their full proportionate share of all draws including the last or previous draw for Work performed for the Project up through the pay application period ending date of the previous month. This does not apply to the first payment. The failure of the DESIGN-BUILDER to provide the foregoing affidavit and release from each subcontractor and supplier shall result in the COUNTY withholding the current pay application until the affidavit and release is provided or a Consent of Surety is provided to the MDWASD in an approved form for the amount in dispute.

If applicable, the COUNTY will notify the DESIGN-BUILDER and Surety by certified letter informing them of the DESIGN-BUILDER'S non-compliance with the Contract Documents.

As a prerequisite for the acceptance of monthly payment applications for completed construction work, the DESIGN-BUILDER shall submit redlines, partially completed as-built plan sheets and fully completed as-built plan sheets, all as required by and satisfactory to, the COUNTY'S REPRESENTATIVE. From NTP through one hundred eighty (180) days, the DESIGN-BUILDER will utilize and submit the approved Mobilization and Engineering Schedule to indicate progress in accordance with the Schedule of Values to support request for progress payments. Once the Final Baseline Project Schedule is approved for compliance by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall prepare a progress update to the current Project cost-loaded Final Baseline Project Schedule and submit six (6) complete print copies and three (3) complete electronic copies to the COUNTY'S REPRESENTATIVE for review and support for the requested progress payment applications for Work completed after one hundred eighty (180) days from NTP through to Final Completion.

Such schedules shall show the progress of the Work to date and schedule to completion of the Project. In the event that the DESIGN-BUILDER is forecasting that completion will occur after the date(s) specified in the Contract, the DESIGN-BUILDER shall submit a recovery plan and schedule showing its planned actions and resources to meet the Contract date(s). The COUNTY may accept such recovery schedule as fulfilling the requirement needed for monthly payment; however, such payment or acceptance shall not constitute adoption of such schedule or a modification of the Contract time, nor shall such payment or acceptance preclude the COUNTY from exercising any right granted it herein in the event that the DESIGN-BUILDER does not finish the Work within the Contract Completion Dates.

For the purpose of preparing a monthly pay application, the DESIGN-BUILDER jointly with the COUNTY'S REPRESENTATIVE shall prepare the application and MDWASD will produce a computer print out to be signed by the DESIGN-BUILDER. The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE at the time of preparing the monthly application on MDWASD'S form a list of Subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the application is being prepared. The DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall, as a part of the preparation of the application, agree and sign off on the DESIGN-BUILDER'S list of required releases. The COUNTY'S REPRESENTATIVE will evaluate the application of the value of all Work done and materials furnished up to the pay application period ending date of each calendar month and will deduct therefrom the retainage, all liquidated damages assessed during that month in accordance with this Article, if any, and all previous payments and charges and the balance will be paid by the COUNTY to the DESIGN-BUILDER on or before the fifteenth (15th) day after the DESIGN-BUILDER signs the pay application. The retainage deducted from each progress payment is reserved by the COUNTY as partial guarantee of the faithful execution of the Contract by the DESIGN-BUILDER.

When the computer printout of the application has been prepared, the COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER that the application is ready for its signature. Signature of the DESIGN-BUILDER on the computer printout of the application shall constitute acceptance by MDWASD of the DESIGN-BUILDER'S invoice for Project Work and services performed. When the DESIGN-BUILDER comes in to sign the application, the DESIGN-BUILDER must submit all required documentation, i.e., two (2) copies of the current updated final Baseline Project Schedule, Certified Payroll, reports for the DESIGN-BUILDER and each subcontractor that provided labor on the Project during that pay period, the Monthly Utilization and Monthly Employment Data Reports and a DESIGN-BUILDER'S Invoice on the format provided by MDWASD with all required documentation. Additionally, the affidavit and all releases for the previous application shall be submitted in acceptable form. When a complete package of all required submittals has been turned in and any applicable as-built drawings have been produced to the satisfaction of the COUNTY'S REPRESENTATIVE, and the updated Project Schedule has been received by MDWASD, the DESIGN-BUILDER will be allowed to sign the application and the application will be processed for payment.

As a consideration for such payment, the COUNTY shall have the right to enter upon and put into proper service, any or all parts of the Work which may be in condition for use. No claim or charge is to be made by the DESIGN-BUILDER for such use, nor is such use to be construed as an acceptance by the COUNTY of any part of the Work so used; however, the one (1) year warranty period shall commence from the date of final acceptance by the County.

12.2) RETAINAGE: In making such progress payments, a maximum of ten-percent (10%) of the estimated amount shall be retained from each progress payment made to the DESIGN-BUILDER until Fifty-Percent (50%) Completion of the work has been established. Fifty-Percent (50%) completion is defined as the point in time when at least 50% of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the Architect/Engineer. At this point, the retainage amount withheld from each subsequent progress payment shall be reduced five-percent (5%), unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the OWNER or DESIGN-BUILDER. This retainage is based on the separate Schedule of Values and progress which shall be established for each work order (S-884 or S-888).

Upon certification that the project (work order) has reached substantial completion pursuant to the Contract and the DESIGN-BUILDER receives an interim Performance Evaluation of 3.3 or higher (on a scale of 1 to 4), the DESIGN-BUILDER may present to the COUNTY a payment request to reduce the retainage held by the COUNTY to two percent (2%). The COUNTY shall promptly make payment to the DESIGN-BUILDER, unless the COUNTY has grounds, such as subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statutes 255.05, or otherwise the subject of a claim or demand by the COUNTY or DESIGN-BUILDER, for withholding the payment of retainage. If the COUNTY makes payment of retainage to the DESIGN-BUILDER under this subsection which is attributable to the labor, services, or materials supplied by one or more Subcontractors or suppliers, the DESIGN-BUILDER shall timely remit payment of such retainage to those Subcontractors and suppliers.

- 12.3) FINAL PAYMENT: As soon as the COUNTY'S REPRESENTATIVE is notified of the Final Completion of the Work and can be assured by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out satisfactorily, the COUNTY'S REPRESENTATIVE will make a final application of the value of all Work completed and will deduct therefrom all previous payments which have been made. The amount of the pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency account funds remaining, will be paid.

When the computer printout of the final pay application has been prepared, MDWASD will notify the DESIGN-BUILDER in writing that the final application is ready for the DESIGN-BUILDER'S signature. Prior to being permitted to sign the final application, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with the DESIGN-BUILDER'S Invoice and all required documentation, i.e., one (1) original and one (1) copy of the Certified Payroll, two (2) original and one (1) copy of the Monthly Utilization and Employment Data Reports, three (3) Certificates of the DESIGN-BUILDER for the previous application and a Final Certificate of the DESIGN-BUILDER and an Affidavit and Final Release from all Subcontractors and suppliers.

Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all the required documentation cited above within thirty (30) days from the date of written notification that the final pay application is ready for signature, the DESIGN-BUILDER may be held in default due to such delay.

The COUNTY may withhold from payment under this Contract any money the COUNTY believes is owed by the DESIGN-BUILDER pursuant to any other contract or other claim.

12.4) PAYMENT FOR ADDITIONAL WORK AND SERVICES/ADJUSTMENT FOR DELETION OF WORK (Approved Change Orders):

12.4.1) Payment for approved change orders may be requested monthly in proportion to the Work and services performed.

12.4.2) Pursuant to the Ordinance pertaining to Small Business Enterprise Programs; amending sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, 2-8.9 and 10-34 of the Code requires the use of Miami-Dade County's web-based system for the COUNTY contracts, the DESIGN-BUILDER is responsible for reporting all payments made to each subconsultant and subcontractors participating on a COUNTY project and payments received must be confirmed by the sub-consultants via Miami-Dade County's Business Management Workforce System (BMWS) at <https://mdcsbd.gob2g.com>.

12.4.3) EXTRA WORK/DELETION OF WORK AND PAYMENT THEREOF:

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, delete any part of the design and construction from the Contract Scope of Work. In the event this occurs, the DESIGN-BUILDER will submit a cost breakdown of the Work to be reduced and, with the concurrence of the COUNTY'S REPRESENTATIVE, the amount paid to the DESIGN-BUILDER will be reduced by that amount.

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, direct Extra Work to the Contract Scope of Work. The DESIGN-BUILDER shall perform Extra Work, for which there is no price included in the Schedule of Values, where directed by the COUNTY'S REPRESENTATIVE. No Extra Work shall be paid for unless requested or directed in writing by the COUNTY'S REPRESENTATIVE.

Extra Work will be paid at lump sum or at unit prices as agreed in writing by the COUNTY'S REPRESENTATIVE and the DESIGN-BUILDER, before the Extra Work is performed. Extra Work shall be based on the following:

The DESIGN-BUILDER shall submit to the COUNTY'S REPRESENTATIVE a proposal containing a complete breakdown of costs for the Extra Work, whether increases or decreases on the Contract Scope of Work, including overhead and profit. Overhead and profit includes all home office expenses, field office expenses, for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the Extra Work. In addition, the DESIGN-BUILDER shall include the cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, pension plans, vacations, and insurance and the DESIGN-BUILDER'S public liability and property damage insurance involved in such Extra Work, based on the wages paid for such labor. Specific items to be included in this proposal shall be included on the following basis:

- a) For all materials to be utilized, the DESIGN-BUILDER shall include the cost of such materials, including freight charges and applicable sales taxes.

- b) **COMPENSATION FOR RENTED EQUIPMENT:** Rental for special equipment and machinery, already mobilized to the site for original work or obtained and mobilized to the Site specifically for change order work, shall be an amount equal to the amount charged by the equipment rental company excluding fuel, maintenance and any other operating costs. The COUNTY reserves the right to require the DESIGN-BUILDER to provide up to two additional competitive equipment rental quotations to validate and approve proposed rental costs. If verifiable competitive quotations are not provided, the COUNTY shall determine the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of the "Rental Rate Blue Book" published by EquipmentWatch for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the work. Fuel, maintenance, and any other operating costs for special equipment and machinery shall be paid at the estimated amount established by the "Rental Rate Blue Book". The rental of such equipment shall cease when the use thereof is no longer necessary for the work

COMPENSATION FOR CONTRACTOR OWNED EQUIPMENT: Payment for DESIGN-BUILDER owned special equipment and machinery already mobilized to the site, or mobilized to the Site specifically for change order work, shall not exceed the monthly rate stated in the "Rental Rate Blue Book", published by EquipmentWatch, divided by one hundred and seventy-six (176) to establish a per hour rate that the special equipment and machinery is in use on the Work. Fuel, maintenance, or any other operating costs for special equipment and machinery shall be paid at the estimated amount established by the "Rental Rate Blue Book".

- c) For estimating all labor, the DESIGN-BUILDER may charge a sum equal to the current local rate of wages for every hour that the labor is performed. For a working foreman who performs labor, the DESIGN-BUILDER may charge one hundred percent (100%) of his/her hourly wage rate; for a foreman who only directs workers in the performance of their work, the DESIGN-BUILDER may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of salary for directing up to four workers in their work; seventy-five percent (75%) for directing five (5) workers in their work; and one hundred percent (100%) for directing six (6) workers or more in their work.

If Extra Work is directed, it shall be included in the DESIGN-BUILDER'S monthly application for payment. The DESIGN-BUILDER is required to include a statement certifying that the requested payment for Extra Work is consistent with the Contract Documents, and he has reviewed such requested payments for Extra Work and found them to be accurate, fair and reasonable.

As an alternative to the consideration of a proposal as indicated above, the COUNTY'S REPRESENTATIVE may direct that Work be performed at the unit price provided for in the Contract, in the event that Work is of like character and susceptible of classification under a unit price item of the Contract.

All Extra Work performed hereunder will be subject to all the provisions of the Contract.

If the DESIGN-BUILDER performs Work which it contends is Extra Work, but which has not been authorized by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall keep daily records of all amounts expended by the DESIGN-BUILDER in the performance of such Work. At the request of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall provide certified statements showing the cost of such alleged Extra Work to which shall be attached the original receipted bills covering the costs of the materials, applicable sales taxes and freight charges on all materials used in such Work.

If required, the DESIGN-BUILDER shall produce any books, vouchers, other records, or memoranda which will assist the COUNTY'S REPRESENTATIVE in determining the true, necessary cost of Work and materials to be paid for on a cost-plus basis.

In no case will the DESIGN-BUILDER be entitled to compensation pursuant to this Article unless the DESIGN-BUILDER has first provided notice, as described below in this section, that the Work is outside the requirements of the Contract, in which case no Extra Work shall be considered authorized until the COUNTY'S REPRESENTATIVE or MDWASD, as appropriate, makes a final determination that the Work is in fact Extra Work required to be performed by the DESIGN-BUILDER, or unless the Work is denominated by the COUNTY'S REPRESENTATIVE in writing as Extra Work pursuant to this Article. In either circumstance, in the event insufficient funds remain in the Contract to pay for such Extra Work, payment to the DESIGN-BUILDER can only be made upon approval of a change order authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

No additional compensation shall be due to the DESIGN-BUILDER for Extra Work occasioned as a result of differing Site conditions, or as a result of delays, except to the extent specified in Sections 13.15, 13.16 and 13.18 of this Contract.

If the DESIGN-BUILDER believes that an order or directive of the COUNTY'S REPRESENTATIVE calls for the performance of Work outside the requirements of the Contract, the DESIGN-BUILDER shall so notify the COUNTY'S REPRESENTATIVE in accordance with the procedures specified below.

The supervision of the execution of this Contract is vested in the DIRECTOR of MDWASD acting through his representatives, the COUNTY'S REPRESENTATIVE, and his instructions shall be carried into effect promptly and efficiently.

The COUNTY'S REPRESENTATIVE shall in all cases determine the amount, quality, fitness and acceptability of the Work and materials to be paid for and shall decide all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the COUNTY'S REPRESENTATIVE is to be a condition precedent to the DESIGN-BUILDER'S right to receive any money for the Work or the materials to which the question or difference of opinion relates except as otherwise explicitly provided for herein.

If the DESIGN-BUILDER considers any Work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the COUNTY'S REPRESENTATIVE to be unfair, he shall immediately, upon such Work being demanded or such decision or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or conform to the decision or ruling. Beginning with the first day of this Work, the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall fill out daily records for this Work at the end of each day, and said record shall be signed by both Parties, one copy being submitted to the COUNTY'S REPRESENTATIVE and the other being retained by the DESIGN-BUILDER. This documentation does not constitute acknowledgment of authorization to pay for this Work. In the event that a claim for this Work is approved by MDWASD subsequent to the commencement of Work, an accurate accounting for Work will be agreed upon by both parties upon completion of this Work and will be paid for as Work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

The Work will be paid for either by a unit price item in the Contract or as Extra Work for labor, material and equipment which shall be full compensation to the DESIGN-BUILDER for all overhead and profit and as specified above in this Article in paragraphs (a), (b), and (c).

Failure of the DESIGN-BUILDER'S representatives to meet with the COUNTY'S REPRESENTATIVE and to maintain daily records for this Work shall be deemed that the DESIGN-BUILDER does not wish to pursue its claim and has waived all grounds for making a claim.

Unless the DESIGN-BUILDER files such written protest with the COUNTY'S REPRESENTATIVE within ten (10) days of receipt of said written instructions or decisions, the DESIGN-BUILDER shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the COUNTY'S REPRESENTATIVE as just and reasonable and as being within the scope of the DESIGN-BUILDER'S obligations under the Contract Documents, and no further documentation will be required by the COUNTY'S REPRESENTATIVE. No payment for this claim will be made in the event that a timely written protest by the DESIGN BUILDER to the COUNTY'S REPRESENTATIVE is formally denied.

If the decision of the DIRECTOR or the DIRECTOR'S designee would result in the Contract Price exceeding that approved by the Board of County Commissioners, the DIRECTOR shall request and receive approval for additional funding from the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

**ARTICLE 13
GENERAL PROVISIONS**

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY

- 13.1.1) DESIGN-BUILDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the DESIGN-BUILDER or its employees, agents, servants, partners principals or Subcontractors. DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided. This provision for indemnification shall survive expiration or termination of the Contract.
- 13.1.2) Notwithstanding any provision herein to the contrary, the DESIGN-BUILDER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the COUNTY in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER, Subconsultants, the registered professionals (architects and/or engineers) and Subcontractors under this Contract.
- 13.1.3) CONTRACT SECURITY: The DESIGN-BUILDER agrees to execute and deliver within fourteen (14) days after the execution of the Contract, the DESIGN-BUILDER'S Performance and Payment Bonds prepared on the applicable bond forms included in Volume I of the RDBS and attached as Exhibit "D" "Performance and Payment Bonds". The Surety Performance and Payment Bonds shall be in the amount of one hundred percent (100%) of the TOTAL CONTRACT AMOUNT covering all sums under the Contract. The Bonds must be in the form of a Surety Bond written through a local surety bond agency, rated as to management and strength as set forth below.
- 13.1.4) SURETY BOND QUALIFICATIONS: The following specifications shall apply to bid, performance, payment, maintenance and all other types of bonds. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
Over \$10,000,000	A IX

- 13.1.5) The DESIGN-BUILDER may, in lieu of a surety performance bond and a surety payment bond, submit two (2) cash bonds, conditioned upon the faithful performance of the Work, in strict accordance with this Contract and with the RDBS and the completion of the Work, free from all liens and within the time limit herein specified; said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits. Said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if the DESIGN-BUILDER were the obligee or obligees therein specifically mentioned and all such persons shall be held or deemed to the obligee thereof.
- 13.1.6) The DESIGN-BUILDER shall provide a Performance and Payment Bond in accordance with state law. Section 255.05, Florida Statutes, provides for the following conditions to be made in all Performance and Payment Bonds relating to public projects.
- 13.1.6.1) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnish the Principal with a notice that he intends to look to the bond for protection.
- 13.1.6.2) A claimant who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 13.1.6.3) No action for the labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Completion.
- 13.1.7) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:
- 13.1.7.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses,

sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.

13.2) ERRORS AND OMISSIONS

13.2.1) The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Contract, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by Subconsultants and Subcontractors), within the specified time period and specified cost. The DESIGN-BUILDER shall exercise the degree of care and skill customarily exercised by other professionals performing similar services with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for and represents that the Work conforms to COUNTY'S requirements as set forth in the Contract. The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages to the COUNTY caused by the DESIGN-BUILDER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its Subconsultants and Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by any failure of the DESIGN-BUILDER or its Subconsultants and Subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER'S or Subconsultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by Subconsultants and Subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness and coordination of Subconsultants' and Subcontractors' Work.

13.2.2) The DESIGN-BUILDER shall be responsible to re-perform any deficient, defective Work and/or services identified by the COUNTY within twelve (12) months following Substantial Completion and shall be subject to further re-performance, repair and replacement for twelve (12) months from Final Completion or the date of initial corrective measures, whichever is later.

13.3) INSURANCE

13.3.1) Within fourteen (14) days after the date of the execution of this Contract and prior to commencement of Work, the DESIGN-BUILDER shall obtain all insurance required under this Section. All insurance shall be maintained until the Work has

been completed and accepted by the COUNTY. The DESIGN-BUILDER shall furnish to the COUNTY:

- 13.3.1.1) Certificate(s) of Insurance: which clearly indicate that the Contractor has obtained the insurance coverage as required below.
- 13.3.1.2) Worker's Compensation Insurance: for all employees of the DESIGN-BUILDER, as required by Chapter 440, Florida Statutes.
- 13.3.1.3) Commercial General Liability Insurance: in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily injury and Property Damage. **Miami-Dade COUNTY must be shown as an additional insured with respect to this coverage.**
- 13.3.1.4) Automobile Liability Insurance: covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 13.3.1.5) Professional Liability Insurance in the name of the DESIGN-BUILDER will provide or cause its Engineer to provide in an amount not less than \$1,000,000 per claim.
- 13.3.1.6) **Prior to occupying the site provide:** Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Miami-Dade County and the Design-Builder.

Note: DESIGN-BUILDER may obtain separate policies for Work Order (S-884 and S-888).

13.3.2) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

13.3.2.1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

13.3.2.2) The DESIGN-BUILDER shall furnish Certificates of Insurance to the COUNTY, prior to commencing any operations under this Contract, which certificates shall clearly indicate that the DESIGN-BUILDER has obtained insurance, in the type, amount and classifications, in

strict compliance with this Section. All insurance required by the Contract shall stay in force until construction of the Project is complete to a point where no construction personnel of the DESIGN-BUILDER or any subcontractor are required to be on the Work Site and all survey work for as-built drawings is completed to the satisfaction of the COUNTY'S REPRESENTATIVE. At that point, the DESIGN-BUILDER shall make a written request to the COUNTY'S REPRESENTATIVE to discontinue all or portions of the insurance coverage for the Project (as appropriate), and upon receipt of written permission from the COUNTY'S REPRESENTATIVE, may discontinue said insurance. In any instance where Work must be resumed after a pause, the DESIGN-BUILDER shall obtain all insurance as required above, prior to performing the Work.

Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.

CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W. 1 STREET,
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the DESIGN-BUILDER of this liability and obligation under this Article or under any other Article of this Contract.

13.3.3) The DESIGN-BUILDER shall not commence the Work until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Contract unless discontinued in accordance with section 13.3.2.2 above.

13.3.4) The DESIGN-BUILDER shall name the COUNTY, MDWASD and their officers, employees, agents, and consultants as additional insureds on all insurance policies, except for Professional Insurance Liability.

13.4) PERFORMANCE

13.4.1) PERFORMANCE AND DELEGATION: The performance of this Contract shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of the COUNTY and such consent shall be in the COUNTY'S sole discretion and shall not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Contract. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff and any Subcontractors and Subconsultants specifically indicated in the DESIGN-BUILDER'S proposals, provided in response to the RDBS and accepted by the COUNTY, unless otherwise approved in writing by the COUNTY. The employment of, contract with or use of services of any other person or firm by the DESIGN-BUILDER

as subconsultant or subcontractor or otherwise is subject to written approval by the COUNTY.

13.4.2) CONSEQUENCE FOR NONPERFORMANCE: Should the DESIGN-BUILDER fail to perform its services within the time agreed to by the COUNTY and the DESIGN-BUILDER, and such failure causes a delay in the progress of the services, the DESIGN-BUILDER shall be liable for any direct damages to the COUNTY resulting from such delay. Such damages may include stipulated penalties imposed against the COUNTY under the Consent Decree. Notwithstanding anything to the contrary, DESIGN-BUILDER'S aggregate liability under this Contract for damages shall be limited to the value of the applicable task order(s).

13.4.3) TIME FOR PERFORMANCE: The DESIGN-BUILDER agrees to start all Work hereunder upon the date indicated in the Notice to Proceed (NTP), issued by MDWASD, and complete the Work within the time specified in the Contract.

13.4.3.1) Each time any portion of the Schedule prepared by the DESIGN-BUILDER is not met for unapproved/unjustified causes (other than COUNTY caused) the COUNTY may notify the Internal Services Department, Division of Small Business Development, and any other entity established by the COUNTY for tracking the unsatisfactory performance and may notify the DESIGN-BUILDER'S Surety.

13.4.4) PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Contract shall be performed by the COUNTY and shall be utilized as evaluation criteria for future solicitations.

13.4.5) UNFINISHED OR INCOMPLETE WORK: If at any time before Final Completion of the Project the COUNTY'S REPRESENTATIVE finds there is unmanned or unfinished or incomplete Work, or Work delay or Work stoppages, it shall notify the DESIGN-BUILDER in writing to finish or complete the Work at the DESIGN-BUILDER'S expense forthwith using whatever professional services and construction labor, materials and equipment necessary to perform the Work in accordance with the Contract Documents.

When the activity duration for any items shown on the approved Baseline Project Schedule do not appear sufficient to be completed in the time provided, and the affected activities are likely to delay completion of the Project in the sole opinion of the COUNTY'S REPRESENTATIVE, or if the COUNTY'S REPRESENTATIVE otherwise determines that the Work is not progressing in a timely manner towards completion in a timely manner, and the DESIGN-BUILDER fails to make good faith efforts for completing any of the above Work activities as specified, the COUNTY'S

REPRESENTATIVE shall give notice to the DESIGN-BUILDER, in writing, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to take the measures necessary to perform the Work. If the DESIGN-BUILDER does not begin to correct such conditions within five (5) days of such notice or provide a plan satisfactory to the COUNTY'S REPRESENTATIVE to correct such conditions, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to place the DESIGN-BUILDER in default and notify its surety of same.

13.5) PROJECT SUSPENSION OR ABANDONMENT

13.5.1) If the Project is suspended for the convenience of the COUNTY for more than six (6) months or abandoned in whole or in part for the convenience of the COUNTY under any phase, the COUNTY shall give seven (7) days' notice to the DESIGN-BUILDER of the Project's abandonment or suspension. If it is known that the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Contract and compensated as agreed by the DESIGN-BUILDER and the COUNTY for direct labor, equipment and materials and rates for overhead and profit as applicable for Extra Work. The COUNTY will not be liable for stand-by, overhead or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with this Project. If the Project is to be suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY during any phase, the DESIGN-BUILDER shall be paid for Work which was performed prior to such suspension or abandonment, and any specific Work as directed by the COUNTY to secure and/or abandon the Work, and the COUNTY shall have no further obligation or liability to the DESIGN-BUILDER under this Contract. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S compensation to complete the Project may be renegotiated due to the suspension delay, but the COUNTY will have no obligation to complete the Project under this Contract and may hire or contract with another DESIGN-BUILDER to complete the Project. The COUNTY will have no further obligation or liability to the DESIGN-BUILDER.

13.6) TERMINATION OF CONTRACT

13.6.1) By COUNTY For Convenience: The COUNTY may terminate for the COUNTY'S convenience, at its sole discretion, performance of Work under this Contract in whole or in part, if the COUNTY determines that a termination is in the COUNTY'S interest. The COUNTY shall terminate by delivering to the DESIGN-BUILDER and its Surety a written Notice of Termination at least ten (10) calendar days prior to the effective date of such termination, specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Contract and may be issued without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on Work done as of the date of the Notice of Termination and the reasonable costs of demobilizing its owned or rented equipment, materials, tools and labor forces and preparing its final invoice to the COUNTY. The DESIGN-BUILDER shall immediately provide the COUNTY with all drawings, plans and documentation related to the Project. Upon payment

COUNTY will have no further obligation or liability to the DESIGN-BUILDER under this Contract. The DESIGN-BUILDER shall not be entitled to any other compensation under this Contract.

In the event of such termination without cause, the DESIGN-BUILDER will be paid for all labor performed, all materials and equipment furnished by the DESIGN-BUILDER and its Subcontractors, material men and suppliers and manufacturers of equipment, less all authorized partial payments made prior to the date of cancellation. Specific Work shall be paid for as follows:

The value of all items of Work, completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown), satisfactory to the COUNTY'S REPRESENTATIVE.

The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the Work Site or irrevocably ordered prior to the date of receipt of the Notice of Termination. Said irrevocably ordered materials or equipment must be delivered to a MDWASD storage yard designated by the COUNTY'S REPRESENTATIVE, prior to payment being authorized.

Items from the Schedule of Values or unit price items that are partially completed will be paid as specified below in this Section. In the event of termination or cancellation under this Section, the DESIGN-BUILDER shall not be entitled to any anticipated profits or for extended general conditions, for any Work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract will be considered, nor shall the DESIGN-BUILDER or the COUNTY be entitled to any consequential damages.

The COUNTY shall have the right to cancel those portions of the Contract relating to the Work of any item provided for therein. Where that portion of the Work contains completed payment items as called out in the Schedule of Values or unit price items which have been completed, they will be paid for as specified above in this Section. Where items of Work are not complete, the DESIGN-BUILDER will be allowed a profit percentage on the materials used and on construction performed, at the same rates as provided for "Extra Work", but as above, no allowance will be made for future anticipated profits on the balance of such Work.

- 13.6.2) By the COUNTY for Cause: In the event the DESIGN-BUILDER fails to comply with the provisions of this Contract, the COUNTY may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification by the COUNTY'S REPRESENTATIVE, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of the COUNTY, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed Work found acceptable to the COUNTY. In the event partial payment has been made for such Work not completed, the DESIGN-BUILDER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Any dispute arising out of this Article shall be resolved in accordance with Article 13.12 "DISPUTE RESOLUTION". The DESIGN-BUILDER shall remain liable for any liabilities and claims related to the DESIGN-BUILDER'S default.

As an alternative to termination, the COUNTY may bring suit or proceedings for specific performance or for an injunction. If a court of competent jurisdiction determines the COUNTY erroneously terminated the Contract for default, the termination shall be converted to a Termination for Convenience and the DESIGN-BUILDER shall have no further recourse of any nature for wrongful termination.

A default in any contract with Miami-Dade County shall constitute a default in this Contract and shall allow Miami-Dade County all remedies for default.

If the DESIGN-BUILDER fails to begin the Work under the Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work, or performs the Work unsatisfactorily, or neglects or refuses to remove materials or to perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, in addition to any other right specified above or held by the COUNTY, the COUNTY'S REPRESENTATIVE may give notice in writing to the DESIGN-BUILDER and to its surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. This notification shall be a formal Notice to Cure provided to the DESIGN-BUILDER and its surety by Certified mail.

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, 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 its 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.

Nothing contained herein shall limit the availability of any other remedy the COUNTY may have in the event of a default, whether such remedy arises by contract or by operation of law, and the choice by the COUNTY to proceed with one remedy shall not limit the ability of the COUNTY to pursue additional remedies.

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS

- 13.7.1) For any Work performed on a reimbursable time and materials basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to, audited financial statements, balance sheets, and other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.
- 13.7.2) The COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records for purposes of verifying certified costs or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Contract or any modification/change order to this Contract. The DESIGN-BUILDER shall, for a period of three (3) years after the date of Final Completion under this Contract:
- 13.7.2.1) Maintain such certified costs or pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified costs or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
- 13.7.2.2) Permit authorized representatives of the COUNTY and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.
- 13.7.3) Unless governed elsewhere in the Contract, in the event any information provided by the DESIGN-BUILDER during initial Contract negotiations or any supplemental Contract negotiations is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, an appropriate reduction in the total compensation amount will be made to the Contract. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds, including withholding funds due the DESIGN-BUILDER on other COUNTY contracts. The DESIGN-BUILDER agrees to insert these audit clauses in all of its subcontracts.

13.8) OWNERSHIP AND REUSE OF THE DOCUMENTS

- 13.8.1) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Work and Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for use and reproduction, shall become the property of the COUNTY. DESIGN-BUILDER

shall not disclose, release, or make available any document to any third party, without prior written approval from the COUNTY. The DESIGN-BUILDER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any copyrighted standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.8.2) If the COUNTY elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the COUNTY'S sole risk and the COUNTY will hold the DESIGN-BUILDER harmless for any liability arising out of any reuse of documents.

13.8.3) The DESIGN-BUILDER shall bind all Subconsultants and Subcontractors to the Contract requirements for re-use of plans and specifications.

13.9) CONSENT DECREE DOCUMENT RETENTION REQUIREMENTS

13.9.1) As stated in paragraph 64 of the Consent Decree, "Until five (5) years after the termination of the Consent Decree, the COUNTY shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, and that relate in any manner to the COUNTY'S performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or FDEP, the COUNTY shall provide copies of any document, records, or other information required to be maintained under this paragraph." The DESIGN-BUILDER is instructed to comply with Paragraph 64 of the Consent Decree regarding retention of documents.

13.10) COMPLIANCE WITH LAWS

13.10.1) The Contract shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

13.10.1.1) In accordance with Florida Statutes 119.07(3)(b)1, "building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned and operated by an agency" are exempt from the Florida public records law to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the COUNTY, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or DESIGN-BUILDER who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information

- 13.10.1.2) Each employee of the DESIGN-BUILDER and its Subconsultants and Subcontractors that will be involved in the Project shall sign an agreement stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their Work under this Contract, unless authorized by the COUNTY.
- 13.10.1.3) The DESIGN-BUILDER and its Subconsultants and Subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.
- 13.10.2) In addition to the above requirements in this Article, the DESIGN-BUILDER shall, during the term of this Contract, be governed by all federal, State of Florida and Miami-Dade County laws, regulatory orders, county codes and resolutions, and MDWASD operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project. MDWASD will assist the DESIGN-BUILDER in obtaining copies of the laws, orders, codes, resolutions, or procedures not readily available on the internet, including, but not limited to, the following:
- Ordinance No. 03-107 – Amending Section 2-11.1(s) of the Conflict of Interest and Code of Ethics;
 - Ordinance No. 09-68 – Local Certified Services for Disabled Veterans Preference;
 - Ordinance No. 02-68 – MDWASD Security Ordinance;
 - Ordinance No. 73-77 - Art in Public Places;
 - Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender;
 - Ordinance No. 90-143 - Responsible Wages and Benefits;
 - Ordinance No. 91-142 - Family Leave, as amended by Ordinance No. 92-91- Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00;
 - Ordinance No. 92-15 - Drug-free Workplace, as amended by Ordinance No. 00-30;
 - Ordinance No. 94-73 - Value Analysis and Life-Cycle Costing;
 - Ordinance No. 95-178 - Proposers are to Verify that all Delinquent and Currently Due Fees or Taxes have been Paid as a Condition of Award;
 - Ordinance No. 97-35 - Fair Subcontracting Policies ISD Form No. 9 as amended by Ordinance No. 98-124, attached as Exhibit "E";
 - Ordinance No. 97-104 – Subcontractor/Supplier Listing, ISD Form 7, attached as Exhibit "F";
 - Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services;
 - Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services;
 - Ordinance No. 97-215 - Inspector General;
 - Ordinance No. 98-30 – County Contractors Employment and Procurement Practices;
 - Ordinance No. 99-5 - Domestic Violence Leave;
 - Ordinance No. 99-152 - False Claim Ordinance;

- Ordinance No. 99-162 - Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders;
- Ordinance No. 00-18 – Debarment;
- Ordinance No. 00-67 - Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R-531-00;
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance;
- Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code;
- Ordinance No. 01-103 and Administrative Order 3-32 – Small Business Enterprise Program;
- Ordinance No. 07-65 – Sustainable Buildings Program;
- Resolution R-385-95 - Policy Prohibiting Contracts with Firms Violating the A.D.A. and other Laws Prohibiting Discrimination on the Basis of Disability A.D.A. Requirements, are a condition of Award, as amended by Resolution R-182-00;
- Resolution R-994-99 - Code of Business Ethics;
- Resolution R-185-00 - Domestic Violence Leave Requirements are a Condition of Award;
- Resolution R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project;
- Administrative Order-3-26 - Ordinance amending Section 2-10.4 requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the DESIGN-BUILDER'S obligation hereunder;
- Administrative Order-3-39 - Acquisition of Professional Services;
- Administrative Order 3-27 – Cone of Silence;
- Ordinance No. 14-79 –Sea Level Rise;
- Resolution R531-00-Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project; and
- Miami-Dade County Code Section 2.11.17- Residents First Training and Employment Program.

13.10.3) The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance 77-13 (County Code Section 2-11.1) by filing within thirty (30) days of the execution date of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

- A Source of Income Statement
- A Statement of Financial Interests
- A copy of the DESIGN-BUILDER'S current federal income tax return

13.10.4) AFFIRMATIVE ACTION

13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted, pursuant to Ordinance 82-37, as approved by the Department of Internal Services Department and any approved update thereof, are

hereby incorporated as contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative action specified herein. The DIRECTOR may declare the DESIGN-BUILDER in default of this Contract for failure of the DESIGN-BUILDER to comply with the requirements of this Paragraph.

13.10.5) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS AND SUBCONTRACTORS

13.10.5.1) The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40 and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the prime DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business Subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

13.10.6) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

13.10.6.1) According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County contracts or Public Health Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the DESIGN-BUILDER under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The DESIGN-BUILDER shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid price form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing

projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, bid specifications, (bid/proposal) submittals, activities of the DESIGN-BUILDER, its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with Contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the DESIGN-BUILDER shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the DESIGN-BUILDER'S possession, custody or control which, in the Inspector General's sole judgment, pertain to performance of the Contract, including but not limited to, original estimate files, change order payment application files, worksheets, proposals and contracts from and with successful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The DESIGN-BUILDER shall make available at its office, at all reasonable times, the records, materials and other evidence regarding the acquisition (bid preparation) and performance of this Contract, for examination, audit or reproduction, until three (3) years after final payment under this Contract or for any longer period required by statute or by other clauses of this Contract. In addition:

- If this Contract is completely or partially terminated, the DESIGN-BUILDER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and
- The DESIGN-BUILDER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation or claims are finally resolved.

The provisions in this Article shall apply to the DESIGN-BUILDER, its officers, agents, employees, Subcontractors and suppliers. The DESIGN-BUILDER shall incorporate the provisions in this Article in all subcontracts and all other contracts executed by the DESIGN-BUILDER, in connection with the performance of this Contract.

Nothing in this Article shall impair any independent right of the COUNTY to conduct audits or investigative activities. The provisions of this Article are neither intended, nor shall they be construed to impose any liability on the COUNTY by the DESIGN-BUILDER, or third parties.

Exception: The above application of one-quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental contracts; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an independent private-sector inspector general (IPSIG) is assigned at the time the contract is approved by the Board of County Commissioners; (j) professional service agreements under one thousand dollars (\$1,000.00); (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Board of County Commissioners contracts, including but not limited to, those contracts specifically exempted above.

13.10.6.2) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of A.O. 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an IPSIG who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and the COUNTY in connection with this Contract. The scope of services performed by an IPSIG may include, but is not limited to, monitoring and investigating compliance with Contract specifications, project costs and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals and activities of the DESIGN-BUILDER, its officers, agents and employees, lobbyists, COUNTY staff and elected officials.

Upon ten (10) days written notice to the DESIGN-BUILDER from an IPSIG, the DESIGN-BUILDER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the DESIGN-BUILDER'S possession, custody or control, which in the IPSIG'S sole judgment pertain to performance of the Contract,

including but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and Contracts from and with successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

- 13.10.7) MONTHLY UTILIZATION REPORT (MUR): Pursuant to the Ordinance pertaining to Small Business Enterprise Programs; amending sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, 2-8.9 and 10-34 of the Code requires the use of Miami-Dade County's web-based system for the COUNTY contracts, the DESIGN-BUILDER is responsible for reporting all payments made to each Subconsultants and Subcontractors participating on a County project and payments received must be confirmed by the Subconsultants and Subcontractors via Miami- Dade County's Business Management Workforce System (BMWS) at <https://mdcsbd.gob2g.com>.
- 13.10.8) CERTIFICATION OF WAGE RATES: Attached hereto as Exhibit "G" is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes, the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided, are accurate, complete and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the Contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such Contract compensation adjustments shall be made within one (1) year following the end of the Contract, the date of final billing or acceptance of the Work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the DESIGN-BUILDER payroll at any time during the term of this Contract.

13.11) MISCELLANEOUS PROVISIONS

- 13.11.1) The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which Proposals may be publicly solicited by the COUNTY, outside of this Contract.
- 13.11.2) Other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services, the DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure of persons to hazardous materials or contaminants in any form at the Project Site, except for any such materials that the DESIGN-BUILDER brings into the Site.
- 13.11.3) FORCE MAJEURE: For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the DESIGN-BUILDER, which prevents the DESIGN-BUILDER from performing and fulfilling its obligations under this Contract, and includes,

without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due to a force majeure event, provided that the DESIGN-BUILDER verbally notifies the COUNTY within forty-eight (48) hours of such force majeure event and provides the COUNTY written notice that includes justification for extension of the Contract within ten (10) days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.

- 13.11.4) STANDARD OF CARE: In the performance of its services, the DESIGN-BUILDER shall exercise the degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period, including the degree of care and skill required by the Florida Department of Professional Regulation and various construction licensing boards in the State of Florida or Miami-Dade County.
- 13.11.5) RESPONSIBILITY FOR OTHERS: The DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER Subconsultants and Subcontractors. The DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by the COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 13.11.6) RIGHT OF ENTRY: The COUNTY grants to the DESIGN-BUILDER, if the Work-Site is owned by the COUNTY, permission for a right of entry from time to time by the DESIGN-BUILDER, its employees, agents and Subconsultants and Subcontractors, upon the Work-Site for the purpose of providing the services. If the Work-Site is not owned by the COUNTY, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by the DESIGN-BUILDER, its employees, agents and Subconsultants and Subcontractors, upon the Work-Site for the purpose of providing the services. The COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Work-Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Work-Site conditions have been altered, the DESIGN-BUILDER shall restore the Work-Site to original condition.

13.12) SUCCESSORS AND ASSIGNS:

- 13.12.1) The DESIGN-BUILDER and the COUNTY each bind themselves, their partners, successors, legal representatives and assigns to the other party of the Contract and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Contract. The DESIGN-BUILDER shall afford the COUNTY'S REPRESENTATIVE the opportunity to approve or reject all proposed assignees, successors, or other changes in the ownership structure and composition of the DESIGN-BUILDER in writing. Failure to do so constitutes a breach of this Contract by the DESIGN-BUILDER.

13.13) DISPUTE RESOLUTION:

13.13.1) Except as otherwise provided in the Contract, any dispute arising under this Contract, which is not disposed of by agreement, shall be decided by the DIRECTOR or the DIRECTOR'S designee for dispute resolution. The DIRECTOR or the DIRECTOR'S designee shall reduce his or her decision to writing and furnish a copy thereof to the DESIGN-BUILDER. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the DIRECTOR or the DIRECTOR'S designee's interpretation. Any claim by the DESIGN-BUILDER shall be certified in accordance with the County's False Claims Ordinance.

13.14) CERTIFICATION:

13.14.1) The DESIGN-BUILDER certifies that no companies or persons, other than bona fide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S Subconsultants and Subcontractors, approved by the COUNTY, have been retained or employed to solicit or secure this Contract or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations, contingent upon or resulting from the award or making of this Contract. The DESIGN-BUILDER also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S COUNTY-approved Subconsultants and Subcontractors, to accomplish the Work contemplated under the terms of this Contract. For breach or violation of this Certification, the COUNTY shall have the right to annul this Contract without liability.

13.15) HAZARDOUS CONDITIONS:

Unless otherwise expressly provided in the Contract Documents to be part of the Work, the DESIGN-BUILDER is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, the DESIGN-BUILDER will stop work immediately in the affected area and duly notify the COUNTY'S REPRESENTATIVE and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

Upon receiving notice of the presence of suspected Hazardous Conditions, the COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include the COUNTY retaining qualified independent experts to: (i) ascertain whether Hazardous Conditions have been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the COUNTY must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the DESIGN-BUILDER construct through or remove the hazardous material as part of the Project Work. In such instance, the Work involved will be Extra Work and treated with the methods provided in Article 12.4.3 Extra Work and Payment thereof.

The DESIGN-BUILDER shall be obligated to resume work at the affected area of the Project only after the COUNTY'S expert provides written certification that: (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the affected Work-Site.

The DESIGN-BUILDER will be entitled, in accordance with these General Provisions of Contract, to an adjustment in its Contract Time(s), to the extent the DESIGN-BUILDER'S time of performance has been adversely impacted by the presence of Hazardous Conditions.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the DESIGN-BUILDER, design consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the affected Work-Site.

Notwithstanding the preceding provisions of this Section, the COUNTY is not responsible for Hazardous Conditions introduced to the Site by the DESIGN-BUILDER, Subcontractors or anyone for whose acts they may be liable. The DESIGN-BUILDER shall indemnify, defend and hold harmless the COUNTY and the COUNTY'S officers, Commissioners, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by the DESIGN-BUILDER, Subcontractors or anyone for whose acts they may be liable.

13.16) TIME EXTENSIONS AND DELAY:

Where the progress of the DESIGN-BUILDER is delayed, and such delay is beyond the control of the DESIGN-BUILDER, and if such delay affects the critical path of the Project, based on the approved Baseline Project Schedule, the DESIGN-BUILDER shall, within five (5) days of the start of the delay, notify the COUNTY'S REPRESENTATIVE in writing of the delay and, if justified, request an extension of the Contract time. Said notice shall specifically detail the nature and cause of the delay and shall include sufficient, credible and complete documentation, including but not limited to, approved schedules and analysis, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S Baseline Project Schedule, as approved by the COUNTY'S REPRESENTATIVE. If the COUNTY'S REPRESENTATIVE finds that the delay is beyond the control of the DESIGN-BUILDER and affects the critical path schedule of the Project, based on the approved Baseline Project Schedule, the COUNTY'S REPRESENTATIVE will grant the DESIGN-BUILDER a non-compensable time extension, as approved by the COUNTY'S REPRESENTATIVE.

Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided for above, is a condition precedent to any obligation on the part of the COUNTY to grant a non-compensable time extension and/or associated change order, and the failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on the maintenance or litigation of any claim related for additional time arising out of the delay and shall serve as a waiver by the DESIGN-BUILDER of any and all such claims.

A non-compensable time extension shall be the sole remedy available to the DESIGN-BUILDER for delays beyond the control of the DESIGN-BUILDER. UNLESS OTHERWISE

PROVIDED HEREIN, IN NO EVENT SHALL A CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. The DESIGN-BUILDER shall not be entitled to an increase in the Contract Sum or payment of compensation of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery of damages, in the liquidated amount specified herein, by the DESIGN-BUILDER as available in law through a court of competent jurisdiction for hindrances or delays caused solely by the bad faith, fraud, or active interference of the COUNTY or its agents. Otherwise, the DESIGN-BUILDER shall be entitled only to non-compensable extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

If the DESIGN-BUILDER contends that it is entitled to a compensable time extension as stipulated in the COUNTY'S Standard Construction General Terms and Conditions Article 8.C, the DESIGN-BUILDER shall, within three (3) days of the start of the action alleged to furnish justification for the compensable time extension, notify the COUNTY'S REPRESENTATIVE in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the COUNTY which renders this delay compensable, and shall include sufficient and credible documentation, including but not limited to, approved schedules, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S critical path. Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided above, is a condition precedent to any obligation on the part of the COUNTY to grant a compensable time extension and failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages arising out of the delay and shall serve as a waiver by the DESIGN-BUILDER of any and all such claims.

The DESIGN-BUILDER shall maintain, for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the COUNTY as to any compensable time extension. For each day for which said confirmed records are lacking, the COUNTY shall have no obligation to the DESIGN-BUILDER as to extra time or compensation, and the lack of such records shall preclude the DESIGN-BUILDER from maintaining any action for damages of any sort or extra time with respect to such delay.

In the event the COUNTY'S REPRESENTATIVE shall grant any time extension, the DESIGN-BUILDER shall submit a revised schedule, compliant with the terms of the General Terms and Conditions; said revised schedule shall reflect all delays which previously impacted the Work, including delays as may have been caused by the DESIGN-BUILDER, and will reflect all time extensions granted to the date of the revised schedule.

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 four thousand dollars (\$4,000.00) per day as liquidated damages for each Work Order (S-884 or S-888) 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.

Where a delay for which the DESIGN-BUILDER would be entitled to compensation occurs concurrently with a delay for which the DESIGN-BUILDER would not be entitled to any time extension, the DESIGN-BUILDER shall be entitled to no compensation for the period of such concurrent delay.

The DESIGN-BUILDER shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the COUNTY, except insofar as the DESIGN-BUILDER may be due liquidated damages for delay, and this Article shall be the sole vehicle for recovery of the following items:

1. Home office expenses or any direct costs allocated from the headquarters of the DESIGN-BUILDER
2. Loss of anticipated profits on this or any other project
3. Loss of bonding capacity
4. Losses due to projects not bid on
5. Loss of business opportunities
6. Loss of productivity on this or another project
7. Loss of interest on funds not paid
8. Costs to prepare, negotiate or prosecute claims
9. Costs spent to achieve compliance with applicable laws and regulations
10. Increased bonding or insurance costs
11. Loss of efficiency
12. Acceleration costs
13. Loss of opportunity
14. All other indirect and consequential costs not listed herein.

13.17) VALUE ENGINEERING PROPOSALS AFTER CONTRACT AWARD (VEPs):

13.17.1) General. The DESIGN-BUILDER may, at its sole option and its sole expense, develop, prepare and submit a Value Engineering Proposal ("VEP") to modify the requirements of the Contract Documents, provided that it does so in accordance with the following requirements. The DESIGN-BUILDER'S VEP shall clearly demonstrate that modifying the requirements of the Contract Documents would: (a) result in a net reduction in the Contract Price; (b) not impair, in any manner, the essential functions or characteristics of the Project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, design and safety standards; and (c) not adversely impact the Project Schedule or the Contract Time(s). The COUNTY shall have the right, at its sole option and discretion, to accept or reject any VEP.

13.17.2) Definitions. For purposes of this Section, the following terms shall have the following meanings:

"Collateral Costs" means Owner's costs of operation, maintenance, logistic support or Owner-furnished property, as defined by Owner.

"Collateral Savings" means those measurable net reductions resulting from a VEP in Owner's overall projected Collateral Costs, exclusive of acquisition savings, whether or not the acquisition cost may change.

"DESIGN-BUILDER'S Development and Implementation Costs" means those costs the DESIGN-BUILDER and any Subcontractor incurs on a VEP, specifically in developing, testing, preparing and submitting the VEP, as well as those costs the DESIGN-BUILDER incurs to make the modifications to the Contract Documents in the event the Owner accepts the VEP.

"Owner's Costs" means those Owner costs that result directly from developing and implementing the VEP, such as any net increase in the cost of training, testing, operations, maintenance, and logistic support. The term does not include normal Owner administrative costs of processing the VEP.

"Instant Contract Savings" means the estimated reduction in the DESIGN-BUILDER'S cost of performance of the Contract that result from Owner's acceptance of the VEP, minus the DESIGN-BUILDER'S Development and Implementation Costs.

13.17.3) VEP Preparation and Submission. At a minimum, the DESIGN-BUILDER shall include in each VEP the information described in Subparagraphs (A) through (F) below:

- A. A description of the difference between the existing requirements under the Contract Documents and that proposed, including the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of that alteration on performance, reliability, operability or durability.
- B. A list and analysis of the requirements to the Contract Documents that must be modified if the VEP is accepted by Owner, as well as specific suggested language.
- C. A separate, detailed cost estimate for: (i) the affected portions of the existing requirements of the Contract Documents; and (ii) the cost reduction associated with the VEP which shall take into account: (a) the DESIGN-BUILDER'S Development and Implementation Costs, all of which shall be separately and clearly detailed; and (b) a description and estimate of the Owner Costs associated with the VEP.
- D. An estimate, to the extent practical, of any effects the VEP would have on Collateral Costs.
- E. A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction.
- F. A statement of the effect acceptance of the VEP will have on the Contract Time(s).

The DESIGN-BUILDER shall submit VEPs to Owner with a signed original, ten (10) paper copies and two (2) electronic copies.

13.17.4) Owner's Action

- A. Owner shall notify the DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after its receipt of the VEP. If additional time is required for evaluation, Owner shall notify the DESIGN-BUILDER within the thirty (30) day period and provide the expected date of the decision. Unless Owner's notification specifically states otherwise, the DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract Documents.
- B. Owner shall not be liable for any delay in acting upon, or failing to act upon, a VEP.
- C. If the VEP is not accepted, Owner shall notify the DESIGN-BUILDER in writing, explaining the reasons for rejection. The DESIGN-BUILDER may withdraw any VEP, in whole or in part, at any time before it is accepted or rejected by Owner.
- D. Any VEP may be accepted, in whole or in part, by Owner issuing a Change Order. Owner may accept the VEP, even though an agreement on price reduction has not been reached, by issuing DESIGN-BUILDER a notice to proceed with the change.
- E. Owner shall have the sole and absolute discretion to accept or reject all or part of any VEP, and its decision shall be final, binding and not subject to review through the disputes process set forth in Article 13.13 or in any other manner.
- F. The DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract until a notice to proceed is issued or a Change Order is issued by Owner incorporating the VEP into the Contract. If a VEP has not been approved by the date upon which the DESIGN-BUILDER'S VEP submission specifies that a decision should be made, or such other date as DESIGN-BUILDER may subsequently have requested in writing, such VEP shall be deemed rejected.

13.17.5) Sharing

- A. Owner's share of savings is determined by subtracting Owner's Costs from Instant Contract Savings and multiplying the result by fifty percent (50%). The Contract Price will be reduced by the amount of Owner's share of the savings.
- B. Payment of any share due the DESIGN-BUILDER shall be as provided in the Change Order authorizing the VEP, which Change Order will modify the Contract Price and will revise any other affected provisions of the Contract Documents, including, if applicable, the Contract Time(s).

13.17.6) Contractual Obligations

- A. Owner shall be the sole judge of the acceptability of any VEP and of the estimated net savings from the adoption of all or any part of such proposal.

- B. The submission of a VEP by the DESIGN-BUILDER to Owner shall not in itself affect the rights or obligations of either party under this Contract.
- C. Owner acceptance of a VEP and performance of the cost-reduction Work shall not extend the time of completion of the Contract unless specifically provided for in the Change Order.
- D. The DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by Owner.

13.18) SITE CONDITIONS:

- 13.18.1) The COUNTY makes no representations or warranties as to Site conditions at the Work-Site ("Site Conditions"), including but not limited to, the nature or amount of any kind of soil material, the location of any utilities or structures on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage or the amount of water to be expected. Any information provided herein relating to Site Conditions is provided as advisory only and is the COUNTY'S best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the COUNTY and that the COUNTY cannot guarantee that the DESIGN-BUILDER will encounter Site Conditions similar to those observed by the COUNTY.
- 13.18.2) The DESIGN-BUILDER shall, prior to beginning design and construction activities, make whatever Site investigations the DESIGN-BUILDER deems diligent or prudent, and shall take into account all Site Conditions which are known to the DESIGN-BUILDER, or which could be known to the DESIGN-BUILDER with reasonable, diligent investigation, in planning or executing the Work. Where Site conditions delay the Project and said delay could have been avoided by reasonable investigations of the Site by the DESIGN-BUILDER, such delay will not be beyond the control of the DESIGN-BUILDER, and no time extension shall be granted pursuant to Article 13.16 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.
- 13.18.3) In the event that Site Conditions differ from those reasonably expected or foreseeable by the DESIGN-BUILDER, the DESIGN-BUILDER shall immediately within twenty-four (24) hours, and before such conditions are further disturbed, notify the COUNTY'S REPRESENTATIVE in writing of: (1) subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents, or other information and data that the DESIGN-BUILDER should have known or could have reasonably discovered prior to the proposal submittal date, or (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The COUNTY'S REPRESENTATIVE will promptly investigate the conditions, and if the COUNTY'S REPRESENTATIVE determines that such conditions materially differ from those reasonably expected or foreseeable by the data and information set forth in the geotechnical baseline conditions included in the Design-Criteria Package, the Contract Documents or other data and information reasonably available to the DESIGN-BUILDER prior to the

proposal date, and such conditions cause an increase or decrease in the DESIGN-BUILDER'S cost of, or the time required for, the performance of any part of the Work under the Contract, an adjustment, excluding loss of anticipated profits, may be made and the Contract modified in writing accordingly by the COUNTY'S REPRESENTATIVE. The COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER whether or not an adjustment of the Contract is warranted.

- 13.18.4) No claim of the DESIGN-BUILDER under this Article will be allowed unless the DESIGN-BUILDER has given the notice required in Article 13.18.3 of this Article and Article 13.19, NOTICE OF POTENTIAL CLAIM.
- 13.18.5) No claim by the DESIGN-BUILDER for a change hereunder will be allowed if asserted after final payment under this Contract.
- 13.18.6) If the COUNTY'S REPRESENTATIVE is not given written notice prior to the conditions being further disturbed after the initial discovery by the DESIGN-BUILDER, the DESIGN-BUILDER will be deemed to have waived its right to assert a claim for additional time and compensation arising out of such changed conditions.

13.19) NOTICE OF POTENTIAL CLAIM:

- 13.19.1) The DESIGN-BUILDER will not be entitled to additional compensation otherwise payable for any act or failure to act by the COUNTY, the happening of any event or occurrence, or any other cause, unless he shall have given the COUNTY'S REPRESENTATIVE a written notice of potential claim therefore as specified in this Article. The DESIGN-BUILDER understands and agrees that the filing of a notice of potential claim in accordance with this Article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the COUNTY and that the failure of the DESIGN-BUILDER to strictly comply is deemed a waiver of all claims.
- 13.19.2) The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE 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.
- 13.19.3) It is the intention of this Article, that differences between the Parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 13.19.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.

- 13.19.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.
- 13.19.6) If the COUNTY decides to pay all or part of a claim for which notice was not timely made, the COUNTY does not waive the right to enforce the notice requirements in connection with any other claim.

13.20) INSPECTING AND TESTING MATERIALS:

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test pieces of materials as the COUNTY'S REPRESENTATIVE may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not specification requirements are met shall be borne by the DESIGN-BUILDER. The DESIGN-BUILDER shall not incorporate any material or finished article into the Work until the results of the inspections or tests are known and he has been notified by the COUNTY'S REPRESENTATIVE that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the COUNTY'S REPRESENTATIVE shall be promptly removed from the Work-Site.

13.21) CORRECTIONS OF WORK OR MATERIAL:

If at any time before the Final Completion of the Project, defects in the Work or materials, unsatisfactory Work or material, poor workmanship, damaged, destroyed, or incorrect Work, are found by the COUNTY'S REPRESENTATIVE, or any other Governmental Agency having jurisdiction over the Work, the DESIGN-BUILDER so notified shall immediately correct such Work at its expense using whatever material and labor necessary in accordance with the plans and specifications.

Previous inspection of such Work or prior approval of any design submittals for compliance will not relieve the DESIGN-BUILDER of its responsibility for any of the above deficiencies, although they may have been overlooked by the COUNTY'S REPRESENTATIVE or may have been the results of damage from any cause. Neglect to make good for any of the above Work shall result in the COUNTY'S REPRESENTATIVE giving notice in writing to the DESIGN-BUILDER specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. If the DESIGN-BUILDER does not correct such conditions within five (5) days after receipt of such notice, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to order the subject Work discontinued and have the Work completely remedied at the expense of the DESIGN-BUILDER.

All materials are to be inspected before use, and the DESIGN-BUILDER shall notify the COUNTY'S REPRESENTATIVE in time to enable it to inspect any inaccessible Work or materials before being covered. The DESIGN-BUILDER shall furnish at its expense necessary personnel and facilities for inspection of such Work or materials after being covered, if so required. If, in the opinion of the COUNTY'S REPRESENTATIVE, the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the COUNTY'S REPRESENTATIVE shall notify the DESIGN-BUILDER in writing, specifying the Work or materials which shall not be incorporated in the Work without replacement or corrective

Work sufficient to obtain the COUNTY'S REPRESENTATIVE'S approval. All costs for the correction of said Work or materials shall be borne by the DESIGN-BUILDER.

If, in the opinion of the COUNTY'S REPRESENTATIVE, the structural, mechanical, or electrical integrity of installed Work or materials on Site is questionable, the COUNTY'S REPRESENTATIVE may direct the DESIGN-BUILDER to perform necessary tests to determine the acceptability of the item in question. The DESIGN-BUILDER shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the Work if required. Engineering, testing and any required corrective Work shall be performed immediately to minimize delays to the Project. If the tested Work or materials are found to have deficiencies or not be in accordance with the best practices of the trade, even if the COUNTY for its convenience elects to accept the Work or materials, all engineering, testing, and corrective costs shall be borne by the DESIGN-BUILDER. Should the Work or material in question be found to be without deficiencies and in accordance with the best practices of the trade, said costs will be borne by the COUNTY to the extent of actual costs for said services. Any office overhead or other charges will remain with the DESIGN-BUILDER. A non-compensable time extension will be granted if no corrective measures are required by the COUNTY'S REPRESENTATIVE.

In all cases of corrective Work, including tests, prior to performing any Work, the DESIGN-BUILDER must submit its method of correction and obtain approval from the COUNTY'S REPRESENTATIVE prior to correcting, removing, or replacing this Work. The COUNTY'S REPRESENTATIVE will only approve the completed Work when it is satisfactorily performed. All costs for this Work, including testing, shall be borne by the DESIGN-BUILDER.

13.22) SOVEREIGNTY:

13.21.1) COUNTY'S Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the COUNTY'S status thereunder:

(1) The COUNTY retains all of its sovereign prerogatives and rights as a COUNTY under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project and the Site or the operation thereof, or be liable for the same; and

(2) The COUNTY shall not by virtue of this Contract be obligated to grant the DESIGN-BUILDER any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project and the Site.

13.22.2) No liability for exercise of police power. Notwithstanding and prevailing over any contrary provision in this Contract or in any of the Contract Documents, any COUNTY covenant or obligation that may be contained in this Contract or any of the Contract Documents, including but not limited to the following:

(1) To cooperate with or provide good faith, diligent, reasonable or other similar efforts to assist the DESIGN-BUILDER regardless of the purpose required for such cooperation;

(2) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(3) To apply for or assist the DESIGN-BUILDER in applying for any County, City or third-party permit or needed approval; or

(4) To contest, defend against or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature;

shall not bind the Board, the Department, Regulatory and Economic Resources (RER) or any other County, City, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power; and the COUNTY shall be released and held harmless, by the DESIGN-BUILDER from any liability, responsibility, claims, consequential or other damages or losses to the DESIGN-BUILDER or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of permits may require the COUNTY to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Contract, the COUNTY shall have no obligation to approve, in whole or in part, any application by the DESIGN-BUILDER. The COUNTY'S obligation to use reasonably good faith efforts in the processing and obtaining of such permits shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the COUNTY to adopt any of the permits be construed as a breach or default of this Contract.

13.23) ENTIRETY OF CONTRACT:

This Contract represents the entire and integrated Contract between the COUNTY and the DESIGN-BUILDER and supersedes all prior negotiations, representations or Contracts, written or oral. This Contract may not be amended, changed, modified or otherwise altered in any particular manner, at any time after the execution hereof, except by approved change order issued by the COUNTY.

13.24) SEVERABILITY:

If any provision of this Contract is deemed illegal or unenforceable by a court of law, such portion shall be deemed to be of no effect and shall be deemed stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

13.25) GOVERNING LAWS; SUBMISSION TO JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation between the parties shall be conducted in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and the parties hereby submit to the jurisdiction of such court. The Parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction, including any objection to the laying of venue based on grounds of *forum non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction.

13.26) SURVIVAL:

The Parties acknowledge that any of the obligations in the Contract, which by nature would continue beyond the termination, cancellation or expiration of the Contract including, indemnification, shall survive termination, cancellation or expiration thereof.

13.27) NO WAIVER:

No acceptance, order, measurement, payment or certificate of or by the COUNTY or its employees or agents shall either stop the COUNTY from asserting any right or operate as a waiver of any provision hereof or of any power herein reserved to the COUNTY or of any right to damages provided herein.

13.28) REMEDIES:

The COUNTY and the DESIGN-BUILDER may avail themselves of each and every remedy herein specifically given to it now or existing at law or in equity and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the COUNTY and the DESIGN-BUILDER. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The COUNTY'S and the DESIGN-BUILDER'S rights and remedies as set forth in the Contract are not exclusive and are in addition to any other remedies.

13.29) NO THIRD PARTY BENEFICIARIES:

Nothing under the Contract Documents shall afford any third party to this Contract, including members of the public, third-party beneficiary status hereunder.

13.30) AMENDMENTS:

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

13.31) HEADINGS:

The headings used in these General Provisions of the Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.32) COUNTERPARTS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.33) PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY:

The DESIGN-BUILDER shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the DESIGN-BUILDER upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Contract and shall be enforced in accordance with the terms of the Contract.

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

13.34) EMPLOYEES ARE THE RESPONSIBILITY OF THE DESIGN-BUILDER/ INDEPENDENT CONTRACTOR RELATIONSHIP:

The DESIGN-BUILDER is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the Work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the DESIGN-BUILDER'S sole direction, supervision and control. The DESIGN-BUILDER shall exercise control over the means and manner in which it and its employees perform the Work and in all respects the DESIGN-BUILDER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The DESIGN-BUILDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract or a Work Order. The DESIGN-BUILDER shall supply competent employees. The COUNTY may require the DESIGN-BUILDER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific

employees through a written task order authorization. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by the DESIGN-BUILDER without prior approval from the Director or his designee. All employees engaged in this Project will be required to submit the attached Exhibit "H" "Conflict of Interest Affidavit".

13.35) ACCOUNTS RECEIVABLE ADJUSTMENTS:

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the DESIGN-BUILDER to the COUNTY, whether under this Contract or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by the COUNTY to the DESIGN-BUILDER under this Contract. Such retained amount shall be applied to the amount owed by the DESIGN-BUILDER to the COUNTY. The DESIGN-BUILDER shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the DESIGN-BUILDER for the applicable payment due herein.

13.36) NON-DISCRIMINATION:

The DESIGN-BUILDER agrees not to discriminate against any employee, applicant, tenant, or person on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking or veterans' status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the DESIGN-BUILDER attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the DESIGN-BUILDER or any owner, subsidiary or other firm affiliated with or related to the DESIGN-BUILDER is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the DESIGN-BUILDER submits a false affidavit pursuant to this Resolution or the DESIGN-BUILDER violates the Act or the Resolution during the term of this Contract, even if the DESIGN-BUILDER was not in violation at the time it submitted its affidavit.

13.37) ASPIRATIONAL POLICY REGARDING DIVERSITY:

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the COUNTY. This policy shall not be a condition of contracting with the COUNTY, nor will it be a factor in the evaluation of solicitations unless permitted by law.

13.38) AUDIT RIGHTS:

The DESIGN-BUILDER shall, during the term of this Contract and for a period of five (5) years thereafter, allow for the OWNER and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, job cost ledgers, Project correspondence and Project-related files and all relevant records pertinent to the Contract.


The OWNER retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The OWNER shall be provided full access upon request to all documents, including those in possession of Subcontractors/Subconsultants or suppliers during the work and for a period of five (5) years after the completion of the Work. In case of any litigation regarding this Project, such rights shall extend until final settlement or confusion of such litigation. Failure to allow the OWNER access shall be deemed a waiver of DESIGN-BUILDER'S claims.

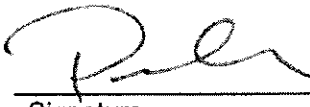
13.39) SECURITY RESTRICTIONS:

Access to certain COUNTY property is restricted. The DESIGN-BUILDER is subject to Article IX, Chapter 32 of the Miami-Dade County Code Ordinance No. 02-68 "Security Ordinance". In the event the DESIGN-BUILDER needs access to such COUNTY property, the DESIGN-BUILDER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to COUNTY property. The photo identification badges and associated costs are not reimbursed. Prior to commencing Work at any COUNTY property, the DESIGN-BUILDER shall meet with Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project. Subconsultants and Subcontractors are also required to comply with the restrictions, and it shall be the responsibility of the DESIGN-BUILDER to ensure that the Subconsultants and Subcontractors comply with security ordinance and all restrictions.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officials as of the date first above written.

ATTEST: 
Secretary: _____
Signature
David A. Strickland, Assistant Secretary
Poole & Kent Company of Florida
Legal Name of Corporation

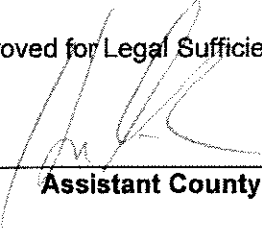
By: _____
Legal Name of Corporation

Signature

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

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Risk Management Division

Approved for Legal Sufficiency:


Assistant County Attorney

Date: _____

Date: 12/9/19

IN WITNESS WHEREOF MIAMI-DADE COUNTY, FLORIDA has caused this Contract to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

**FOR:
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

**HARVEY RUVIN
Clerk of the Court**

**CARLOS A. GIMENEZ
County Mayor**

By: Clerk of the Board

By:

Signature

Signature

Date: _____

Date: _____

EXHIBIT A

1 of 3

Activity ID	Activity Name	Original Duration	Set	Final	Total
SOUTH DISTRICT WWTP SLUDGE THICKENING AND DEWAT					
GENERAL CONDITIONS		735	01-Apr-20	24-Jan-23	0
G1000	NOTICE TO PROCEED	0	01-Apr-20	24-Jan-23	0
G1010	MOBILIZATION ON SITE	30	01-Apr-20	12-May-20	115
G1020	DESIGN COMMENCEMENT	0	01-Apr-20		0
G1030	SITE PREP COMMENCEMENT	0	13-Sep-20		33
G1040	FOUNDATION COMMENCEMENT	0	13-Nov-20		48
G1050	CONSTRUCTION COMMENCEMENT	0	13-Feb-21		0
G1060	RESIDENT WEATHER ALLOWANCE	8	14-Sep-22	28-Sep-22	0
G2000	SUBSTANTIAL COMPLETION	0	26-Sep-22		0
G3000	CONSTRUCTION COMPLETION FOR CD 1.08 (06-JAN-2023)	0	26-Sep-22	102	102
G3010	CONSTRUCTION COMPLETION FOR CD 1.09 (06-JAN-2023)	0	26-Sep-22	102	102
G3020	PROJECT CLOSEOUT	120	27-Sep-22	24-Jan-23	0
G3030	FINAL COMPLETION	0	24-Jan-23		0
DESIGN		193	01-Apr-20	28-Oct-20	33
D000	PREPARE & SUBMIT 80% DESIGN SUBMITTAL	120	01-Apr-20	28-Jul-20	0
D100	PREPARE & SUBMIT 30% DESIGN SUBMITTAL	30	01-Apr-20	30-Apr-20	85
D1010	REVIEW & APPROVE 30% DESIGN SUBMITTAL	20	30-Apr-20	29-May-20	86
D200	REVIEW & APPROVE 60% DESIGN SUBMITTAL	20	29-Jul-20	28-Aug-20	24
D300	PREPARE & SUBMIT 100% IFC DESIGN SUBMITTAL	60	30-Jul-20	27-Sep-20	0
D400	REVIEW & APPROVE 100% IFC DESIGN SUBMITTAL	20	28-Sep-20	23-Oct-20	2
D4010	PREPARE & SUBMIT 100% PERMIT READY / IFC DESIGN SUBMITTAL	30	29-Oct-20	28-Nov-20	0
D4020	REVIEW & APPROVE 100% PERMIT READY / IFC DESIGN SUBMITTAL	30	27-Nov-20	29-Oct-20	45
PERMITTING		194	30-Jul-20	09-Feb-21	0
PH000	PROCURE CLASS V DEWATERING PERMIT	30	30-Jul-20	28-Aug-20	123
PH010	PROCURE SITE PREP PERMIT	45	30-Jul-20	13-Sep-20	28
PH020	FOUNDATION PERMIT REVIEW	45	30-Jul-20	12-Sep-20	49
PH030	ISSUE FOUNDATION PERMIT	60	13-Sep-20	11-Nov-20	48
PH100	BUILDING PERMIT PRELIMINARY REVIEW	30	28-Sep-20	27-Oct-20	0
PH1010	BUILDING PERMIT REVIEW	60	27-Nov-20	25-Jan-21	0
PH200	PROCURE PUMP PERMITS	60	27-Nov-20	25-Jan-21	15
PH300	PROCURE MAINT CANOE DOH PERMIT	60	27-Nov-20	25-Jan-21	15
PH1020	ISSUE BUILDING PERMIT	15	28-Jan-21	09-Feb-21	0
PROCESSEQUIP		480	01-Apr-20	24-Mar-21	90
P1000	PREPARE & SUBMIT PROCESS EQUIPMENT	75	01-Apr-20	14-Jan-20	17

Pool & Kent Company of Florida
South District Wastewater Treatment Plant
Sludge Thickening and Dewatering Building

CONDENSED BASELINE SCHEDULE

Pool & Kent
Contractors
AN EMCOR COMPANY

Rev Desc: 08-Oct-19
Start Date: 01-Apr-20
Finish Date: 24-Mar-21
Data Date: 01-Apr-20

Actual Work
Remaining Work
Critical Remaining Work
Milestone

151

Activity	Quantity	Start Date	End Date	Notes
P1010	120	01-Apr-20	29-Mar-20	PREPARE & SUBMIT ELECTRICAL EQUIPMENT
P1020	150	01-Apr-20	27-Sep-20	PREPARE & SUBMIT INSTRUMENTATION & CONTROL SYSTEMS
P1040	60	01-Apr-20	30-Mar-20	PREPARE & SUBMIT PROCESS MATERIALS
P1050	90	01-Apr-20	29-Jun-20	PREPARE & SUBMIT ELECTRICAL MATERIALS
P2040	30	21-Mar-20	29-Jun-20	REVIEW & APPROVE PROCESS MATERIALS
P2000	60	15-Jun-20	13-Aug-20	REVIEW & APPROVE PROCESS EQUIPMENT
P2050	30	30-Jun-20	29-Mar-20	REVIEW & APPROVE ELECTRICAL MATERIALS
P2060	60	20-Mar-20	27-Sep-20	FABRICATE & DELIVER PROCESS MATERIALS
P2010	60	30-Mar-20	27-Sep-20	REVIEW & APPROVE ELECTRICAL EQUIPMENT
P2020	60	30-Mar-20	27-Sep-20	FABRICATE & DELIVER ELECTRICAL MATERIALS
P2030	345	14-Aug-20	24-Mar-21	FABRICATE & DELIVER ELECTRICAL MATERIALS
P2080	60	25-Sep-20	25-Oct-20	REVIEW & APPROVE INSTRUMENTATION & CONTROL SYSTEMS
P2090	30	25-Sep-20	27-Oct-20	REVIEW & APPROVE GENERAL CONSTRUCTION MATERIALS
P2010	270	28-Sep-20	24-Jun-21	FABRICATE & DELIVER ELECTRICAL EQUIPMENT
P2020	30	28-Oct-20	29-Nov-20	FABRICATE & DELIVER GENERAL CONSTRUCTION MATERIALS
P2030	180	27-Oct-20	24-Jun-21	FABRICATE & DELIVER ELECTRICAL MATERIALS
P2040	56	14-Sep-20	19-Sep-20	FABRICATE & DELIVER INSTRUMENTATION & CONTROL SYSTEMS
P2050	5	21-Sep-20	18-Oct-20	INSTALL SWAPP MEASURES AND SECURE SITE
P2060	20	19-Oct-20	20-Nov-20	DEMO SLUDGE DRYING BED AND EXCAVATE
P2070	25	12-Nov-20	15-Apr-21	BACKFILL & COMPACT TO FOUNDATION SUBGRADE
P2080	111	13-Nov-20	05-Mar-21	PROCESS YARD PILING
P2090	60	13-Nov-20	05-Mar-21	ELECTRICAL DUCTBANKS & MANHOLES
F1000	30	28-Nov-20	07-Jan-21	PREP SPREAD FOOTERS
F1010	10	07-Jan-21	21-Jan-21	BACKFILL TO SLAB SUBGRADE
F2000	15	21-Jan-21	11-Feb-21	UNDER SLAB PROCESS UTILITIES
F2000	30	21-Jan-21	04-Mar-21	UNDER SLAB ELECTRICAL UTILITIES
C1050	30	04-Mar-21	15-Apr-21	PREP LEVEL 1 SLAB
CONSTRUCTION	285	10-Feb-21	02-Aug-22	
C1000	40	10-Feb-21	08-Apr-21	PREP LEVEL 1 COLUMNS AND WALLS
C1010	24	07-Apr-21	25-May-21	PREP LEVEL 2 ELEVATED SLAB
C1020	30	25-May-21	08-Jul-21	PREP LEVEL 2 COLUMNS
C1030	30	07-Jul-21	17-Aug-21	PREP ROOF BEAMS
C2010	40	25-Jul-21	17-Sep-21	INSTALL LEVEL 1 PROCESS EQUIPMENT
C1040	10	18-Aug-21	31-Aug-21	SET PRECAST DOUBLE TIEES
C1050	15	01-Sep-21	21-Sep-21	PREP & POLY 2 TOPPING
C2000	15	01-Sep-21	21-Sep-21	INSTALL LEVEL 2 PRECAST WALL PANELS
C2000	20	15-Sep-21	13-Oct-21	INSTALL ROOM MASONRY WALLS
C1060	20	25-Sep-21	18-Oct-21	INSTALL LEVEL 1 ELECTRICAL & INSTRUMENTATION EQUIPMENT
C1060	10	22-Sep-21	05-Oct-21	INSTALL ROOFING SYSTEM
C3000	25	08-Oct-21	09-Nov-21	INSTALL LEVEL 2 PROCESS EQUIPMENT

Activity Name	Quantity	Start	Finish	Cost
C200	60	08-Oct-21	28-Oct-21	85
C300	60	08-Oct-21	28-Oct-21	95
C320	30	13-Oct-21	23-Nov-21	90
C340	20	13-Oct-21	09-Nov-21	148
C400	40	18-Oct-21	04-Feb-22	17
C320	110	10-Nov-21	12-Apr-22	0
C400	20	10-Nov-21	07-Dec-21	10
C200	60	24-Nov-21	15-Feb-22	10
C240	40	24-Nov-21	18-Jun-22	98
C340	30	24-Nov-21	04-Jun-22	100
C340	30	08-Dec-21	18-Mar-22	80
C200	20	19-Jan-22	15-Feb-22	90
C400	60	02-Feb-22	28-Apr-22	10
C200	40	18-Mar-22	10-May-22	0
C340	50	13-Apr-22	21-Jun-22	0
C200	50	28-May-22	02-Aug-22	8
COMMISSIONING	81	11-May-22	14-Sep-22	0
C0100	20	11-May-22	07-Jun-22	0
C0101	24	08-Jun-22	11-Jul-22	0
C0102	15	12-Jul-22	01-Aug-22	0
C0103	10	02-Aug-22	16-Aug-22	0
C0104	30	16-Aug-22	14-Sep-22	0

EXHIBIT A

1 of 3

Project Name: CENTRAL DISTRICT WWTP SLUDGE THICKENING AND DEWATERING
 Start Date: 01-Apr-20
 Finish Date: 28-Mar-21
 Total Budget: 776
 Budget Used: 0

Activity	Start	Finish	Total Budget	Budget Used
CENTRAL DISTRICT WWTP SLUDGE THICKENING AND DEWATERING	01-Apr-20	28-Mar-21	776	0
GENERAL CONDITIONS				
GC1000 NOTICE TO PROCEED	01-Apr-20	28-Mar-21	776	0
GC1010 MOBILIZATION ON SITE	01-Apr-20	28-Mar-21	0	0
GC1020 DESIGN COMMENCEMENT	01-Apr-20	28-Mar-21	0	1
GC1030 DEMOLITION COMMENCEMENT	01-Apr-20	28-Mar-21	0	113
GC1040 FOUNDATION COMMENCEMENT	01-Apr-20	28-Mar-21	0	1
GC1050 CONSTRUCTION COMMENCEMENT	13-Oct-20	28-Mar-21	0	6
GC1060 INDEPENDENT WEATHER ALLOWANCE	01-Apr-20	28-Mar-21	0	18
GC1070 SUBSTANTIAL COMPLETION	13-Oct-20	28-Mar-21	0	5
GC1080 CONSTRUCTION COMPLETION FOR CD 2.1.9 (13-JAN-2022)	10-Nov-22	28-Mar-21	0	0
GC1090 CONSTRUCTION COMPLETION FOR CD 2.1.10 (13-JAN-2022)	23-Nov-22	28-Mar-21	0	0
GC1100 CONSTRUCTION COMPLETION FOR CD 2.1.12 (13-JAN-2022)	23-Nov-22	28-Mar-21	0	0
GC1110 CONSTRUCTION COMPLETION FOR CD 2.1.16 (13-JAN-2022)	23-Nov-22	28-Mar-21	0	0
GC1120 PROJECT CLOSEOUT	120	23-Nov-22	28-Mar-21	0
GC1130 FINAL COMPLETION	213	01-Apr-20	28-Mar-21	37
DESIGN				
D0000 PREPARE & SUBMIT 60% DESIGN SUBMITTAL	150	01-Apr-20	28-Jul-20	1
D1000 PREPARE & SUBMIT 30% DESIGN SUBMITTAL	30	01-Apr-20	30-Apr-20	131
D2000 REVIEW & APPROVE 30% DESIGN SUBMITTAL	20	30-Apr-20	28-May-20	83
D3000 PREPARE & SUBMIT 100% IFC DESIGN SUBMITTAL	20	28-Aug-20	28-Sep-20	27
D4000 REVIEW & COMMENT 100% IFC DESIGN SUBMITTAL	90	28-Aug-20	27-Oct-20	5
D5000 PREPARE & SUBMIT 100% PERMIT READY IFC DESIGN SUBMITTAL	20	27-Oct-20	24-Nov-20	5
D6000 REVIEW & APPROVE 100% PERMIT READY IFC DESIGN SUBMITTAL	20	28-Dec-20	26-Dec-20	5
PERMITTING				
PP4000 PROCURE CLASS V DEWATERING PERMIT	180	28-Aug-20	11-Mar-21	37
PP5000 PROCURE SITE PREP PERMIT	30	28-Aug-20	27-Sep-20	61
PP6000 FOUNDATION PERMIT REVIEW	45	28-Aug-20	12-Oct-20	6
PP7000 ISSUE FOUNDATION PERMIT	45	28-Aug-20	12-Oct-20	16
PP8000 BUILDING PERMIT PRELIMINARY REVIEW	80	13-Oct-20	11-Dec-20	16
PP9000 BUILDING PERMIT REVIEW	30	28-Oct-20	28-Nov-20	5
PP1000 PROCURE PREP PERMITS	80	27-Dec-20	24-Feb-21	5
PP1100 PROCURE MAIN DRAINAGE PERMIT	60	27-Dec-20	24-Feb-21	20
PP1200 ISSUE BUILDING PERMIT	60	27-Dec-20	24-Feb-21	20
PP1300	15	28-Feb-21	11-Mar-21	5

Pooler & Kent
Contractors
An EMCOR Company

Pooler & Kent Company of Florida
Central District Wastewater Treatment Plant
Sludge Thickening and Dewatering Building

CONDENSED BASELINE SCHEDULE

Rev Date: 08-Oct-19
 Start Date: 01-Apr-20
 Finish Date: 28-Mar-21
 Due Date: 01-Apr-20

Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone

154

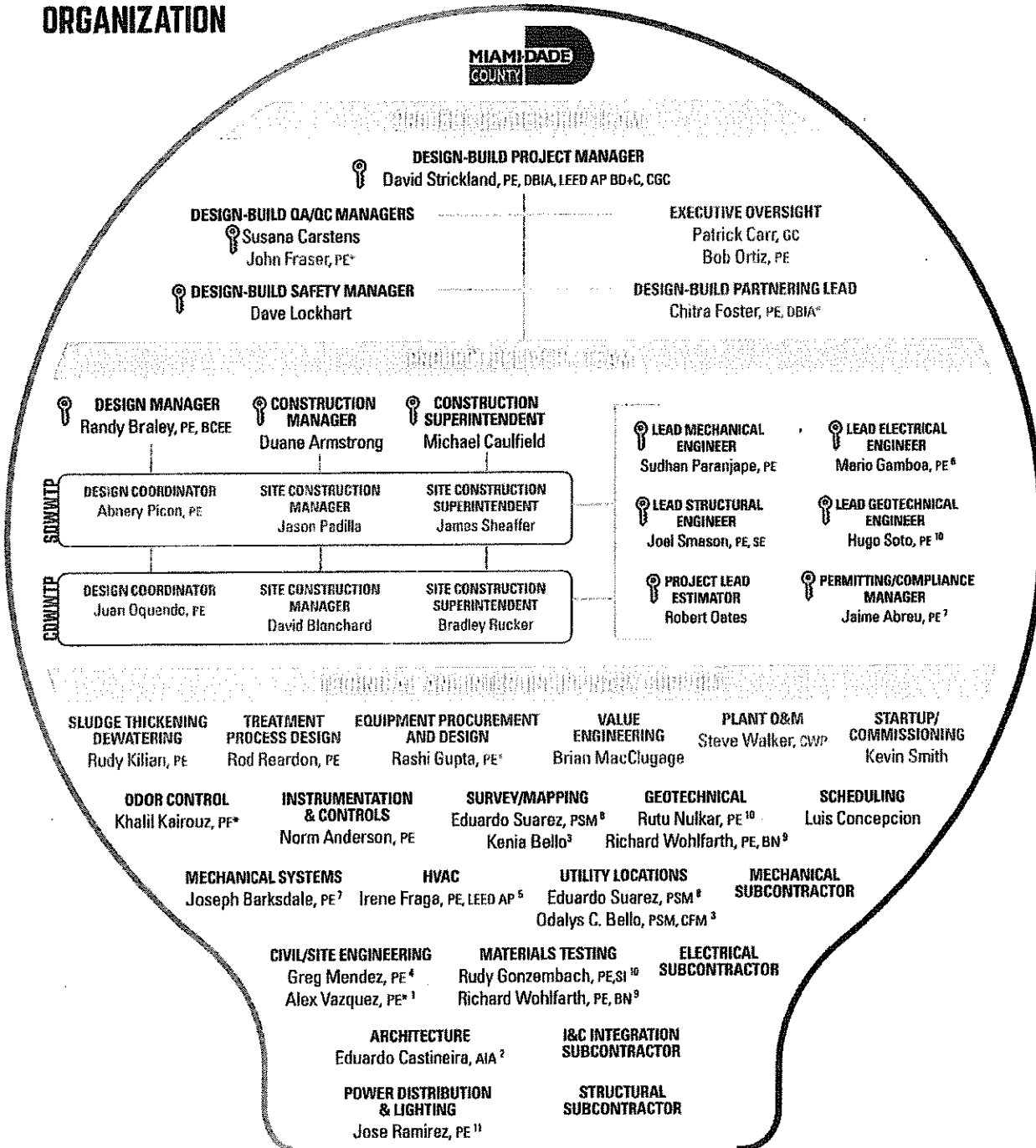
PROUREMENT	QTY	UNIT	DATE	DESCRIPTION	STATUS	REMARKS
P1000	75	01-Apr-20	24-Jun-21	159	PREPARE & SUBMIT PROCESS EQUIPMENT	
P1010	120	01-Apr-20	14-Jun-20	80	PREPARE & SUBMIT ELECTRICAL EQUIPMENT	
P1020	180	01-Apr-20	29-Jul-20	159	PREPARE & SUBMIT INSTRUMENTATION & CONTROL SYSTEMS	
P1030	80	01-Apr-20	27-Sep-20	159	PREPARE & SUBMIT PROCESS MATERIALS	
P1040	90	01-Apr-20	20-May-20	312	PREPARE & SUBMIT PROCESS MATERIALS	
P1050	30	01-Apr-20	29-Jun-20	281	PREPARE & SUBMIT ELECTRICAL MATERIALS	
P1060	30	01-Apr-20	29-Jun-20	312	REVIEW & APPROVE PROCESS MATERIALS	
P1070	30	01-Apr-20	13-Jun-20	80	REVIEW & APPROVE PROCESS EQUIPMENT	
P1080	30	01-Apr-20	28-Jul-20	281	REVIEW & APPROVE ELECTRICAL MATERIALS	
P1090	30	01-Apr-20	28-Jul-20	312	REVIEW & APPROVE ELECTRICAL EQUIPMENT	
P1100	30	01-Apr-20	27-Sep-20	159	REVIEW & APPROVE PROCESS MATERIALS	
P1110	30	01-Apr-20	27-Sep-20	281	REVIEW & APPROVE ELECTRICAL MATERIALS	
P1120	310	01-Apr-20	18-Jun-21	80	REVIEW & APPROVE ELECTRICAL EQUIPMENT	
P1130	80	29-Aug-20	27-Oct-20	1	PREPARE & SUBMIT GENERAL CONSTRUCTION MATERIALS	
P1140	80	29-Aug-20	26-Oct-20	159	REVIEW & APPROVE INSTRUMENTATION & CONTROL SYSTEMS	
P1150	270	28-Sep-20	24-Jun-21	159	REVIEW & APPROVE ELECTRICAL EQUIPMENT	
P1160	30	28-Oct-20	24-Nov-20	1	REVIEW & APPROVE GENERAL CONSTRUCTION MATERIALS	
P1170	30	27-Nov-20	26-Dec-20	1	REVIEW & APPROVE GENERAL CONSTRUCTION MATERIALS	
P1180	150	27-Dec-20	24-Jun-21	159	REVIEW & APPROVE INSTRUMENTATION & CONTROL SYSTEMS	
P1190	50	13-Oct-20	21-Oct-20	4	PREP AND DEMOLITION	
P1200	5	13-Oct-20	18-Oct-20	4	INSTALL SWAPP MEASURES AND SECURE SITE	
P1210	20	20-Oct-20	18-Nov-20	4	DEMO SLOPE DRIVING BED AND ERODATE	
P1220	25	17-Nov-20	21-Dec-20	4	BACKFILL & COMPACT TO FOUNDATION SURFACE	
P1230	107	14-Dec-20	11-May-21	240	BUILDING FOUNDATION AND UTILITIES	
P1240	80	14-Dec-20	03-Aug-21	287	PROCESS PIPING	
P1250	80	14-Dec-20	03-Aug-21	287	ELECTRICAL DUCTWORKS & MANHOLES	
P1260	67	28-Dec-20	18-Mar-21	0	ALUMINUM CAST PILES, PILE CAPS AND FOOTERS	
P1270	10	17-Mar-21	30-Mar-21	55	BACKFILL TO SLAB SURFACE	
P1280	15	31-Mar-21	24-Apr-21	70	UNDER SLAB PROCESS UTILITIES	
P1290	30	31-Mar-21	11-May-21	55	UNDER SLAB ELECTRICAL UTILITIES	
P1300	285	17-Mar-21	28-Sep-21	15	CONSTRUCTION	
C1000	40	17-Aug-21	11-May-21	0	FRP LEVEL 1 COLUMNS AND WALLS	
C1010	35	12-May-21	29-Jun-21	0	FRP LEVEL 2 ELEVATED SLAB	
C1020	30	13-May-21	28-Jun-21	65	FRP LEVEL 1 SLAB	
C1030	50	23-Jun-21	31-Aug-21	55	INSTALL LEVEL 1 PROCESS EQUIPMENT	
C1040	30	30-Jun-21	14-Aug-21	0	FRP LEVEL 3 COLUMNS	
C1050	30	11-Aug-21	21-Sep-21	0	FRP ROOF BEAMS	
C4000	20	01-Sep-21	28-Sep-21	85	INSTALL LEVEL 2 ELECTRICAL & INSTRUMENTATION EQUIPMENT	
C1060	10	22-Sep-21	05-Oct-21	0	SET PRECAST DOUBLE TEES	
C4020	80	28-Sep-21	18-Jun-22	85	INSTALL LEVEL 1 CONDUIT & CABLE TRAY	
C1080	10	08-Oct-21	19-Oct-21	10	PREP & POUR 2' TOPPING	
C1070	20	08-Oct-21	02-Nov-21	0	INSTALL LEVEL 2 PRECAST WALL PANELS	
C3000	15	08-Oct-21	29-Oct-21	15	INSTALL BRIDGE CRANE	

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Code	Description	Quantity	Start Date	End Date	Unit	Notes
C0010	PAVING, GRADING, AND DRAINAGE	80	08-Oct-21	28-Jun-22	135	
C0020	ELECTRICAL ROOM MASONRY WALLS	20	20-Oct-21	19-Nov-21	40	
C1000	INSTALL ROOFING SYSTEM	10	03-Nov-21	16-Nov-21	0	
C0030	INSTALL LEVEL 2 PROCESS EQUIPMENT	20	17-Nov-21	14-Dec-21	0	
C0020	INTERIOR GYPSUM WALLS	30	11-Nov-21	24-Dec-21	113	
C0060	SPECIALTY COATINGS & LININGS	80	17-Nov-21	08-Feb-22	110	
C0090	INSTALL ELEVATOR	20	17-Nov-21	14-Dec-21	186	
C0020	INSTALL PROCESS PIPING	130	15-Dec-21	14-Jun-22	0	
C4010	INSTALL LEVEL 2 ELECTRICAL & INSTRUMENTATION EQUIPMENT	20	16-Dec-21	11-Jan-22	20	
C4030	INSTALL LEVEL 2 CONDUIT & CABLE TRAY	80	26-Dec-21	23-Feb-22	20	
C0020	INTERIOR FINISHES IN PERSONNEL AREAS	40	29-Dec-21	24-Feb-22	113	
C0040	INSTALL DOORS & WINDOWS	30	24-Dec-21	04-Feb-22	125	
C0050	INSTALL HVAC SYSTEMS	30	13-Jan-22	24-Feb-22	80	
C0010	INSTALL MISCELLANEOUS METALS & PIP SUBROOFINGS	20	23-Feb-22	22-Mar-22	80	
C4040	PULL & TERMINATE CABLES & WIRES	70	04-Mar-22	14-Jun-22	20	
C0020	PROCESS SYSTEMS CONTINGES	40	14-May-22	19-Jul-22	0	
C0040	INSTALL SECONDARY MECHANICAL SYSTEMS	40	15-Jun-22	09-Aug-22	15	
C0070	ARCHITECTURAL PAINTING	80	13-Jul-22	20-Sep-22	16	
COMMISSIONING						
C01000	EQUIPMENT CERTIFICATIONS	87	13-Jul-22	10-Nov-22	0	
C01010	STARTUP & TEST EQUIPMENT	15	13-Jul-22	03-Aug-22	0	
C01020	PRE-COMMISSIONING & TRAINING	25	03-Aug-22	08-Sep-22	0	
C01030	COMMISSIONING	10	28-Sep-22	11-Oct-22	0	
C01040	INSTRUMENTATION & CONTROLS PERFORMANCE TEST	30	12-Oct-22	10-Nov-22	0	

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TEAM ORGANIZATION



KEY PERSONNEL
2 page resumes in Section E

ADDITIONAL FEATURED STAFF
2 page resumes in Appendix 1

OTHER TEAM MEMBERS

*Denotes registration in a state other than FL

A/E SUBCONSULTANTS

- 1 ADA Engineers
- 2 Axioma 3 Architects
- 3 Bello & Bello Land Surveying
- 4 Chen Moore and Associates
- 5 Fraga Engineering
- 6 Gamboa Engineers
- 7 Gresham Smith
- 8 Longitude Surveying
- 9 Nutting Engineers
- 10 Terracon Consultants
- 11 Vital Engineering

Miami-Dade County // WASTD South and Central WWTFS Sludge and Dewatering Buildings

Five primary enhancements have been incorporated into the Base Bid without changing the building layout or any of the design and performance requirements. These include:

→] Design Enhancement

1

Spread footing foundations without piles.

→] Design Enhancement

2

All wet wells constructed at-grade.

→] Design Enhancement

3

Cast-in-place lower level and precast upper level walls.

→] Design Enhancement

4

Double tee and hollow core roof structure.

→] Design Enhancement

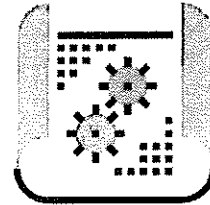
5

Electrical room optimization.



“...Carollo Engineers fostered a team approach which built a strong partnership through trust and cooperation with all parties. This teaming approach has delivered a high quality project for the City in every aspect of the project. Carollo Engineers has continued to provide design enhancements throughout the construction process to ensure the final product meets the City’s needs. Carollo has also provided the City an excellent design plan to facilitate ease for future expansions at the plant...”

DAVID E. COX, PE, Utilities Engineering Manager
Water Treatment Plant 2 DB Expansion, City of Olathe, KS



These are NOT alternates. These enhancements are fully compliant with the conditions of the DCP and are incorporated in our Base Bid. Each of these is described in more detail below.



→] Design Enhancement

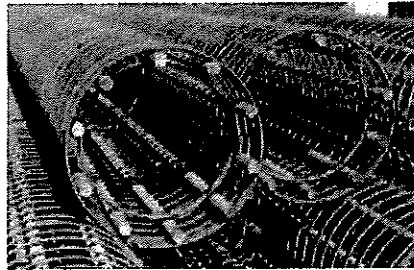
1

Spread footing foundations without piles.

- ✓ **CHALLENGE:** Installation of drilled piles is labor intensive, time consuming, and expensive.
- ✓ **SOLUTION:** Spread footers are an efficient, cost-effective option to providing a sound building foundation.

✓ **BENEFITS TO PROJECT:**

- Eliminates high cost of piles
- Faster construction
- Safer method of construction
- Consistent with other structures constructed at SDWWTP and CDWWTP



→] Design Enhancement

2

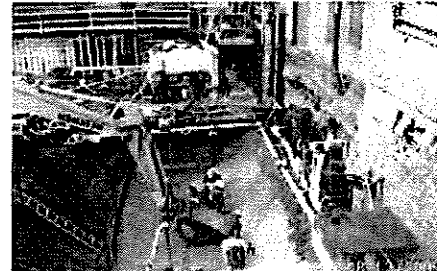
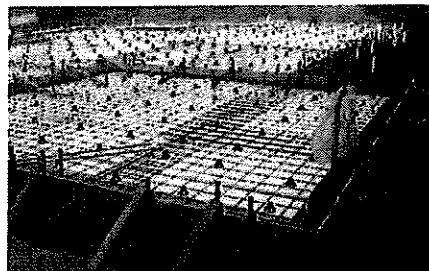
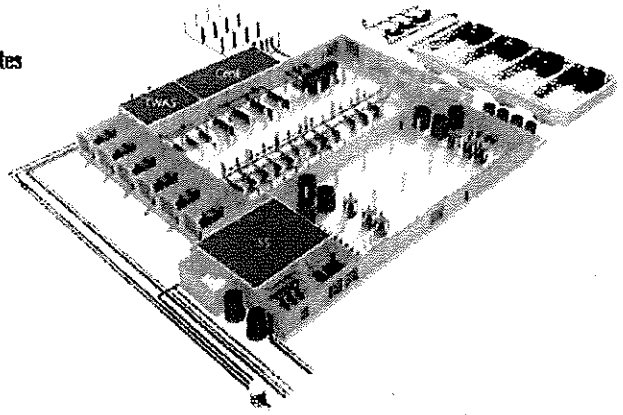
All wet wells constructed at-grade.

- ✓ **CHALLENGE:** Below-grade construction creates constructability challenges.

- ✓ **SOLUTION:** At-grade construction is easier, safer, and more operationally efficient.

✓ **BENEFITS TO PROJECT:**

- Improves pumping efficiencies
- Reduces groundwater dewatering costs
- Faster method of construction



→] Design Enhancement

3

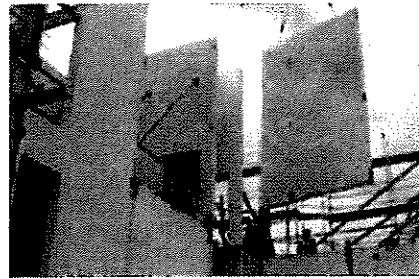
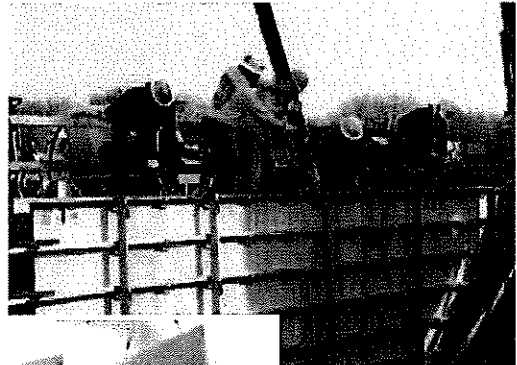
Cast-in-place lower level and precast upper level walls.

✓ **CHALLENGE:** Cast-in-place construction is easier at grade but more difficult and riskier above grade.

✓ **SOLUTION:** A combination of cast-in-place and precast panels is most efficient.

✓ **BENEFITS TO PROJECT:**

- Reduces capital costs vs. cast-in-place
- Faster method of construction
- Provides additional stiffness for centrifuge torsional load



→] Design Enhancement

4

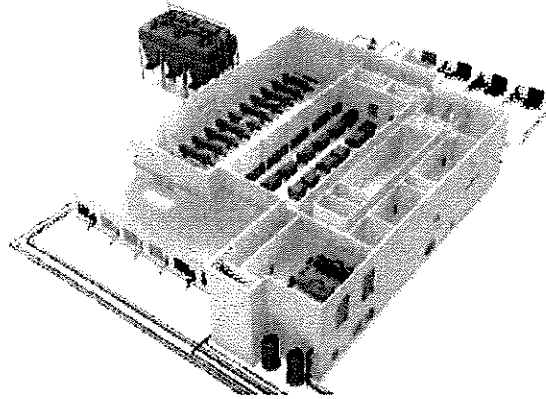
Double tee and hollow core roof structure.

✓ **CHALLENGE:** Roof construction and building dry-in is a critical milestone for schedule.

✓ **SOLUTION:** Engineered lightweight, pre-fabricated materials accelerate construction.

✓ **BENEFITS TO PROJECT:**

- Provides required support with lighter weight
- Reduces cost of roof structure
- Roof elements cast off-site reduces construction schedule



→] Design Enhancement

5

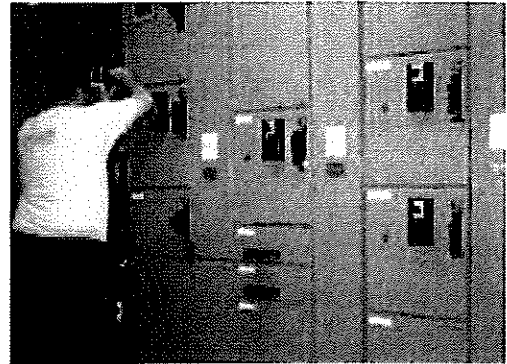
Electrical room optimization.

✔ **CHALLENGE:** Sensitive electrical equipment in process areas has reduced reliability.

✔ **SOLUTION:** Relocating sensitive equipment and reconfiguring equipment room

✔ **BENEFITS TO PROJECT:**

- Panels and cabinets are easier to access
- Reduced cost for wiring electrical components
- Increase expected service life of sensitive equipment
- More comfortable work environment for maintenance



**SDWWTP AND CDWWTP SLUDGE THICKENING AND DEWATERING BUILDING
ISD PROJECT DB18-WASD-02, MDWASD CONTRACTS S-884/S-888**

Operation and Maintenance Driven Enhancements

Effective O&M is an overarching principle that will guide completion of the design; therefore, we are presenting two design enhancements that offer short and long-term O&M benefits to MDWASD.

6 SDWWTP Thickened Waste Activated Sludge Conveyance

The Design Criteria Package (DCP) shows two thickened waste activated sludge (TWAS) wet wells at SDWWTP that receive thickened sludge from the six thickening centrifuges. TWAS flows by gravity from each centrifuge through 10-inch diameter lines that discharge into a common 16-inch diameter header. The header has one discharge point to each wet well. Our concern is that TWAS at solids concentrations at 4.5% or higher will plug sludge lines due to the viscosity of the sludge coupled with relatively flat sloped pipelines and numerous directional changes due to bends and tees.

Our recommendation is to match one progressing cavity pump with each individual thickening centrifuge and locate the pump directly beneath the centrifuge to significantly reduce the possibility of sludge plugging. The discharge from each individual sludge transfer pump would connect to the planned single sludge transfer line to deliver TWAS to the digester complex. The TWAS wet wells would no longer be needed. The process O&M advantages are significant including;

- Dramatically reduced potential of line plugging.
- Eliminate TWAS wet well maintenance.
- Reduction of foul air to be treated due to TWAS wet well removal.

Under the enhancement, six, 70 gpm transfer pumps would be needed in place of the three 200 gpm pumps (two duty and one standby) proposed under the current concept. This enhancement is similar to the sludge transfer pumping system defined in the DCP for the CDWWTP site. The CDWWTP concept does not need TWAS wet wells as the gravity belt thickeners discharge directly to TWAS sludge transfer pumps that pump to CDWWTP digesters in Plants 1 and 2.

7 Centrate Conveyance

The DCP shows centrate wet wells at SDWWTP receiving centrate from both the thickening and dewatering centrifuges. Centrate would be pumped by three (two duty and one standby) very large progressing cavity pumps through a centrate line for return to the SDWWTP liquid treatment stream. Pumping centrate with the relatively low solids content of approximately 0.5% using progressing cavity pumps is inefficient resulting in higher than necessary electrical costs. We propose using solids handling centrifugal pumps that have been used successfully for similar applications within wastewater treatment plants for decades. Three 1,250 gpm pumps are proposed using the same two duty and one standby arrangement as presented in the DCP. The enhancement reduces energy costs and the relatively high cost of stator maintenance for progressing cavity pumps. Space savings can also be realized with this enhancement.

At CDWWTP the DCP centrate pumping concept is similar to the SDWWTP approach although filtrate from the gravity belt thickeners and centrate from the dewatering centrifuges flow to two centrate wet wells. The DCP presents four large progressing cavity pumps to convey centrate to the liquid treatment stream. We propose using four 1,450 gpm solids handling centrifugal pumps to efficiently pump centrate. Applying DCP recommendations for centrate conveyance redundancy, three pumps would meet peak duty requirements with one unit on standby.

SECTION E
SBD CERTIFICATE OF ASSURANCE FORM



SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE (COA)
SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Design-Build Services for the Construction of
South and Central Wastewater Treatment Plants

Project No.: DB18-WASD-02 Project Title: Sludge Thickening and Dewatering Buildings

Name of Bidder/Proposer: Poole & Kent Company of Florida Contact Person Patrick H. Carr, President & CEO

Address: 1781 N.W. North River Drive City Miami State FL ZIP 33125

Phone Number: 305-325-1930 Email address: patrickc@pkflorida.com

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: 14.00 % SBE-A/E, 9.43 % SBE-Cons, Trade Set-aside SBE-Cons, 2.00 % SBE-G, and/or 2.00 % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

Patrick H. Carr, President & CEO
Print Prime Bidder's Name & Title

Prime Bidder's Signature

January 11, 2019
Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-A/E, SBE-Cons, SBE-G and/or SBE-S measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

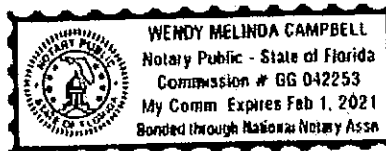
BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Patrick H. Carr, President & CEO, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Signature of Officer

SWORN TO and subscribed before me this 11th day of January, 20 19

Signature of Notary Public-State of Florida

My Commission Expires: February 1, 2021



Revised 6/18

1104

Utilization Plan: View Subcontractor

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$16,410,868**

[Return](#) Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name A.D.A. ENGINEERING, INC.
Vendor Contact Person Ivette Argudin
Phone 305-551-4608 Ext. 304
Fax 305-551-8977
Email largudin@adaeng.net
Address 8550 NW 33RD ST STE 202
 DORAL, FL 33122

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	2/19/2019	2/19/2020	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$328,217
 Percent: 2.000%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - A&E goal
Work Description Civil
Work Codes

- MDC-TCC 06-03 WATER AND SANITARY SEWAGE TREATMENT PLANTS
- MDC-TCC 12 GENERAL MECHANICAL ENGINEERING
- MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING
- MDC-TCC 16 GENERAL CIVIL ENGINEERING
- MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT

Estimated Start Date
Estimated End Date

Confirmation Status

Status Assignment Confirmed
Action Taken By Ivette Argudin on 1/25/2019 ([view eSignature details](#))

Customer Support

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: Open
Estimated Cost: \$16,410,868

Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name: AXIOMA 3, INC.
Vendor Contact Person: EDUARDO CASTINEIRA
Phone: 305-667-6333
Fax: 305-667-6670
Email: EDC@AXIOMA3.COM
Address: 7418 SW 48th St
 Miami, FL 33155

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	5/14/2019	5/14/2020	Miami-Dade County
SBE-A&E	5/14/2019	5/14/2020	Miami-Dade County
SBE-G&S	5/14/2019	5/14/2020	Miami-Dade County

Subcontractor Details

Vendor Type: Subcontractor
Subcontractor Tier: Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent: Amount: \$574,380
 Percent: 3.500%
Type of Participation: Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal: Yes - assigned to SBE - A&E goal
Work Description: Architecture
Work Codes: MDC-TCC 14 ARCHITECTURE
Estimated Start Date:
Estimated End Date:

Confirmation Status

Status: Assignment Confirmed
Action Taken By: EDUARDO CASTINEIRA on 1/28/2019 ([view eSignature details](#))

Customer Support

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Status: **Open**
Estimated Cost: **\$16,410,868**

Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name	BELLO AND BELLO LAND SURVEYING CORPORATION
Vendor Contact Person	Odalys Bello
Phone	305-251-9606
Fax	
Email	odalys@belloland.com
Address	12230 SW 131st Ave 201 Miami, FL 33186

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	10/31/2018	10/31/2019	Miami-Dade County
SBE-G&S	10/31/2018	10/31/2019	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$82,054 Percent: 0.500%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - A&E goal
Work Description	Surveying
Work Codes	<input checked="" type="checkbox"/> MDC-TCC 15 SURVEYING AND MAPPING <input checked="" type="checkbox"/> NAICS 541370 Surveying and Mapping (except Geophysical) Services (More)
Estimated Start Date	
Estimated End Date	

Confirmation Status

Status	<input checked="" type="radio"/> Assignment Confirmed
Action Taken By	Odalys Bello on 1/29/2019 (view eSignature details)

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
 Estimated Cost: **\$149,189,713**

[Return](#) Shown below is the subcontractor's information. Click [Return](#) to return to the plan summary.

Vendor information

Vendor Name: **CORCEL CORP.**
 Vendor Contact Person: **Ray Corona**
 Phone: **305-636-1880**
 Fax: **305-636-1897**
 Email: **ray@corcelcorp.com**
 Address: **2461 NW 23 ST
 MIAMI, FL 33142**

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	5/10/2019	6/30/2020	Miami-Dade County
SBE-G&S	5/10/2019	6/30/2020	Miami-Dade County

Subcontractor Details

Vendor Type: **Subcontractor**
 Subcontractor Tier: **Tier 1 Subcontractor to Poole & Kent Company of Florida**
 Proposed Amount & Percent: Amount: **\$3,012,000**
 Percent: **1.650%**
 Type of Participation: **Supplier - Regular Dealer at 100.0% Participation**
 - An established, regular business that engages, as its principal business, in the purchase, sale, or lease of the products being supplied.
 Count Towards Goal: **Yes - assigned to SBE - Goods goal**
 Work Description: **Furnish Pipe, Valves, Fittings, Pumps & Related**
 Work Codes:

- NIGP 658 PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)
- NIGP 659 Pipe and Tubing Fittings
- NIGP 670 Plumbing Equipment, Fixtures, and Supplies
- NIGP 720 Pumping Equipment and Accessories

 Estimated Start Date:
 Estimated End Date:

Confirmation Status

Status: **Assignment Confirmed**
 Action Taken By: **Ray Corona on 7/10/2019 (view eSignature details)**

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

Return Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor information

Vendor Name	Dodec, Inc.
Vendor Contact Person	Steven Pantry
Phone	305-826-4022 Ext. 104
Fax	305-826-4075
Email	officemanager@dodecinc.com
Address	3140 W 84 St Unit D-2 Hialeah, FL 33018

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-Con	8/15/2018	8/15/2019	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$6,000,000 Percent: 3.288%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - Con goal
Work Description	Mechanical
Work Codes	<input checked="" type="radio"/> NAICS 238220 Mechanical contractors (More)
Estimated Start Date	
Estimated End Date	

Confirmation Status

Status	<input checked="" type="radio"/> Assignment Confirmed
Action Taken By	Diana Child on 7/9/2019 (view eSignature details)

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Status: **Open**
Estimated Cost: **\$149,189,713**

[Return](#)

Shown below is the subcontractor's information. Click [Return](#) to return to the plan summary.

Vendor Information

Vendor Name	ELI'S MECHANICAL CORP.
Vendor Contact Person	FRANCISCO GOMEZ
Phone	786-200-9412
Fax	954-499-1031
Email	ELISCORP7@YAHOO.COM
Address	3434 W 84th Street Hialeah, FL 33018

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-Con	8/17/2018	8/17/2019	Miami-Dade County
SBE-G&S	8/17/2018	8/17/2019	Miami-Dade County

Subcontractor Details

Vendor Type	Subcontractor
Subcontractor Tier	Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent	Amount: \$2,000,000
	Percent: 1.096%
Type of Participation	Subcontractor/Subconsultant at 100.0% Participation - Firm that directly provides services for the contract.
Count Towards Goal	Yes - assigned to SBE - Con goal
Work Description	Mechanical
Work Codes	<input checked="" type="radio"/> NAICS 238220 Mechanical contractors (More)
Estimated Start Date	
Estimated End Date	

Confirmation Status

Status	<input checked="" type="radio"/> Assignment Confirmed
Action Taken By	FRANCISCO GOMEZ on 7/9/2019 (view eSignature details)

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Status: **Open**
Estimated Cost: **\$16,410,868**

Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name Fraga Engineers, LLC
Vendor Contact Person Irene Fraga
Phone 305-444-8210
Fax 305-444-5920
Email ifraga@fragaeng.com
Address 135 SAN LORENZO AVENUE SUITE 890
 CORAL GABLES, FL 33146

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	3/26/2019	3/26/2020	Miami-Dade County
SBE-A&E	3/26/2019	3/26/2020	Miami-Dade County
SBE-G&S	3/26/2019	3/26/2020	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$820,543
 Percent: 5.000%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - A&E goal
Work Description Mechanical/HVAC Engineering
Work Codes

- MDC-TCC 12 GENERAL MECHANICAL ENGINEERING
- MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING
- MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT
- NAICS 541310 Architectural Services ([More](#))
- NAICS 541330 Engineering services ([More](#))

Estimated Start Date
Estimated End Date

Confirmation Status

Status Assignment Confirmed
Action Taken By CRISTINA SANT CRUZ on 1/29/2019 ([view eSignature details](#))

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: Open
Estimated Cost: \$16,410,868

[Return](#)

Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name GAMBOA ENGINEERS LLC
Vendor Contact Person Mario Gamboa
Phone 954-533-1121
Fax
Email ggamboa@gamboainc.com
Address 7035 SW 47 ST
 #B30
 Miami, FL 33155

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	3/13/2019	2/29/2020	Miami-Dade County
SBE-G&S	3/13/2019	2/29/2020	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$574,380
 Percent: 3.500%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - A&E goal
Work Description Electrical Engineering
Work Codes

- MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING
- NIGP 925 Engineering Services, Professional
- NIGP 92500 ENGINEERING SERVICES, PROFESSIONAL

Estimated Start Date
Estimated End Date

Confirmation Status

Status Assignment Confirmed
Action Taken By Mario Gamboa on 1/28/2019 ([view eSignature details](#))

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
 Estimated Cost: **\$149,189,713**

[Return](#) Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name Lehman Pipe and Plumbing Supply Inc.
Vendor Contact Person Heidi Lehman
Phone 786-395-3168
Fax 305-576-3066
Email josh@lehmanpipe.com
Address 3575 Northwest 36th Street
 Miami, FL 33142

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-G&S	6/30/2017	6/30/2018	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$639,000
 Percent: 0.350%
Type of Participation Supplier - Regular Dealer at 100.0% Participation
 - An established, regular business that engages, as its principal business, in the purchase, sale, or lease of the products being supplied.
Count Towards Goal Yes - assigned to SBE - Goods goal
Work Description Furnish Pipe, Valves, Fittings, and Related
Work Codes

- NIGP 658 PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)
- NIGP 659 Pipe and Tubing Fittings
- NIGP 670 Plumbing Equipment, Fixtures, and Supplies

Estimated Start Date
Estimated End Date

Confirmation Status

Status Assignment Confirmed
Action Taken By Heidi Lehman on 7/9/2019 ([View eSignature details](#))

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS Status: **Open**
Estimated Cost: **\$16,410,868**

Return Shown below is the subcontractor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name **LONGITUDE SURVEYORS, LLC**
 Vendor Contact Person **Eduardo Suarez**
 Phone **305-463-0912**
 Fax **305-513-5680**
 Email **esuarez@longitudedefl.com**
 Address **7715 NW 48 St
 310
 Doral, FL 33166**

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
ACDBE	11/29/2018	11/29/2019	Miami-Dade County
DBE	11/29/2018	11/29/2019	Miami-Dade County
SBE-A&E	11/29/2018	11/29/2019	Miami-Dade County
SBE-G&S	11/29/2018	11/29/2019	Miami-Dade County

Subcontractor Details

Vendor Type **Subcontractor**
 Subcontractor Tier **Tier 1 Subcontractor to Poole & Kent Company of Florida**
 Proposed Amount & Percent **Amount: \$82,054
 Percent: 0.500%**
 Type of Participation **Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.**
 Count Towards Goal **Yes - assigned to SBE - A&E goal**
 Work Description **Surveying**
 Work Codes **MDC-TCC 15-01 Surveying and Mapping - Land Surveying
 MDC-TCC 15-03 Underground Utility Location
 NAICS 541370 Surveying and Mapping (except Geophysical) Services (**More**)**
 Estimated Start Date
 Estimated End Date

Confirmation Status

Status **Assignment Confirmed**
 Action Taken By **Jackie Subia on 1/29/2019 ([view eSignature details](#))**

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

Return Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name Mar's Contractors, Inc
Vendor Contact Person BRENDA L HILL RIGGINS
Phone 786-278-2122
Fax 305-278-2125
Email brenda@marscontractors.com
Address 13350 SW 131ST STREET, SUITE #103
 MIAMI, FL 33186

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-Con	2/12/2019	12/31/2020	Miami-Dade County
SBE-G&S	2/12/2019	12/31/2020	Miami-Dade County
LDB	2/12/2019	12/31/2020	Miami-Dade County

Subcontractor Details

Vendor Type Subcontractor
Subcontractor Tier Tier 1 Subcontractor to Poole & Kent Company of Florida
Proposed Amount & Percent Amount: \$4,575,000
 Percent: 2.507%
Type of Participation Subcontractor/Subconsultant at 100.0% Participation
 - Firm that directly provides services for the contract.
Count Towards Goal Yes - assigned to SBE - Con goal
Work Description Mechanical & Plumbing
Work Codes

- NAICS 238220 Mechanical contractors ([More](#))
- NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors ([More](#))

Estimated Start Date
Estimated End Date

Confirmation Status

Status **Assignment Confirmed**
Action Taken By Marcus Riggins on 7/9/2019 ([view eSignature details](#))

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$149,189,713**

Return - Shown below is the subcontractor's information. Click Return to return to the plan summary.

Vendor Information

Vendor Name: **Sunshine State Air Conditioning, Inc.**
 Vendor Contact Person: **MAURICIO CORREA**
 Phone: **305-474-8484**
 Fax: **305-474-7370**
 Email: **mcorrea@stateac.com**
 Address: **4960 NW 165 STREET SUITE B11 MIAMI GARDENS, FL 33014**

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
DBE	11/2/2018	11/30/2019	Miami-Dade County
SBE-Con	11/6/2018	11/30/2019	Miami-Dade County
SBE-G&S	11/6/2018	11/30/2019	Miami-Dade County

Subcontractor Details

Vendor Type: **Subcontractor**
 Subcontractor Tier: **Tier 1 Subcontractor to-Poole & Kent Company of Florida**
 Proposed Amount & Percent: Amount: **\$4,700,000**
 Percent: **2.575%**
 Type of Participation: **Subcontractor/Subconsultant at 100.0% Participation**
 - Firm that directly provides services for the contract.
 Count Towards Goal: **Yes - assigned to SBE - Con goal**
 Work Description: **HVAC**
 Work Codes: **NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors (More)**
 Estimated Start Date:
 Estimated End Date:

Confirmation Status

Status: **Assignment Confirmed**
 Action Taken By: **MAURICIO CORREA on 7/9/2019 (view eSignature details)**

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS Status: Open
Estimated Cost: \$16,410,868

Return Shown below is the subcontractor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name: **Vital Engineering, Inc.**
 Vendor Contact Person: **Jose Ramirez**
 Phone: **305-412-6000**
 Fax: **305-412-6005**
 Email: **gladys@vitaleng.net**
 Address: **7100 S.W. 99th Ave., Ste. 202
 Miami, FL 33173**

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
SBE-A&E	5/4/2018	5/4/2019	Miami-Dade County
SBE-G&S	5/4/2018	5/4/2019	Miami-Dade County

Subcontractor Details

Vendor Type: **Subcontractor**
 Subcontractor Tier: **Tier 1 Subcontractor to Poole & Kent Company of Florida**
 Proposed Amount & Percent: Amount: **\$328,217**
 Percent: **2.000%**
 Type of Participation: **Subcontractor/Subconsultant at 100.0% Participation**
 - Firm that directly provides services for the contract.
 Count Towards Goal: **Yes - assigned to SBE - A&E goal**
 Work Description: **Electrical Engineering**
 Work Codes: **MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING**
 MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT
 Estimated Start Date:
 Estimated End Date:

Confirmation Status

Status: **Assignment Confirmed**
 Action Taken By: **Jose Ramirez on 1/31/2019 (view eSignature details)**

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS Status: **Open**
 Estimated Cost: **\$149,189,713**

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

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Utilization Plan Summary

Proposal	DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Reference	RE: Utilization Plan for Poole & Kent Co. of Florida for DB18-WASD-02 - Step 2, 9.43% SBE-Cons Goal
Phase	Original, version 0
Status	Approved
Notification Date	7/8/2019 by Caesar Suarez
Due Date	7/11/2019 5:00 pm US/Eastern
Submission Date	7/9/2019 by Wendy Campbell
Review Date	7/10/2019 by Caesar Suarez

[Transfer Subcontractors to Contract](#)

Utilization Plan Information

Estimated Bid/Transaction Amount **\$182,494,470**

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
Poole & Kent Company of Florida	No	No	\$182,494,470	\$165,219,470 90.53%		View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc in Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
Dodec, Inc.	1			Sub		\$6,000,000 3.29%	\$6,000,000 3.29%	\$6,000,000 3.29%		View
ELI'S MECHANICAL CORP.	1			Sub		\$2,000,000 1.10%	\$2,000,000 1.10%	\$2,000,000 1.10%		View
Mar's Contractors, Inc	1			Sub		\$4,575,000 2.51%	\$4,575,000 2.51%	\$4,575,000 2.51%		View
Sunshine State Air Conditioning, Inc.	1			Sub		\$4,700,000 2.58%	\$4,700,000 2.58%	\$4,700,000 2.58%		View

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DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: **Open**
Estimated Cost: **\$16,410,868**

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

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Utilization Plan Summary

Proposal	DB18-WASD-02 (DESIGN): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS
Reference	Utilization Plan for Poole & Kent Co. of Florida for DB18-WASD-02 - Step 1 (DESIGN PORTION)
Phase	Original, version 0
Status	<input checked="" type="radio"/> Approved
Notification Date	1/24/2019 by Jhonnatan Escalante
Due Date	2/1/2019 5:00 pm US/Eastern
Submission Date	1/31/2019 by Wendy Campbell
Review Date	1/31/2019 by Jhonnatan Escalante
Reviewer Public Comments	<p>Comments 01/24/2019: Please identify the SBE-A&E certified firm(s) that will be used to meet the measure established for this project. ***IMPORTANT: Please be reminded that only those sub-consultants listed in the Step 1 - Evaluation of Qualifications form submitted with your proposal are eligible to be included in this Utilization Plan***</p> <p>Comments 01/30/2019: The Utilization Plan is returned for re-submission. Please be advised of the following issues: - For sub-consultant Vital Engineering, Inc., revise the assigned work codes that this firm will provide for the project. These must show all applicable "Technical Categories (TCC)".</p> <p>Please revise and resubmit as requested. Any question, please contact me at 305-375-3192 (Jhonnatan Escalante)</p>

Transfer Subcontractors to Contract

Utilization Plan Information

Estimated Bid/Transaction Amount	\$16,410,868
Public Comments	<p>Please identify the SBE-A&E certified firm(s) that will be used to meet the measure established for this project. ***IMPORTANT: Please be reminded that only those sub-consultants listed in the Step 1 - Evaluation of Qualifications form submitted with your proposal are eligible to be included in this Utilization Plan***</p> <p>If you have any question, please contact me at 305-375-3192 (Jhonnatan Escalante)</p>
Vendor Comments	<p>The estimated bid/transaction amount is based upon RDBS, Division 1, Section 1.4 - Project Cost as listed below.</p> <p>\$14,918,971 estimated engineering and architecture services \$1,491,897 engineering contingency fee (10%)</p>

180

This amount is subject to change.

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
P Poole & Kent Company of Florida	No	No	\$16,410,868	\$13,604,610 82.90%	-	View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc in Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
1 A.D.A. ENGINEERING, INC.	1			Sub 100%		\$328,217 2.00%	\$328,217 2.00%	\$328,217 2.00%		View
1 AXIOMA 3, INC.	1			Sub 100%		\$574,380 3.50%	\$574,380 3.50%	\$574,380 3.50%		View
1 BELLO AND BELLO LAND SURVEYING CORPORATION	1			Sub 100%		\$82,054 0.50%	\$82,054 0.50%	\$82,054 0.50%		View
1 Fraga Engineers, LLC	1			Sub 100%		\$820,543 5.00%	\$820,543 5.00%	\$820,543 5.00%		View
1 GAMBOA ENGINEERS LLC	1			Sub 100%		\$574,380 3.50%	\$574,380 3.50%	\$574,380 3.50%		View
1 LONGITUDE SURVEYORS, LLC	1			Sub 100%		\$82,054 0.50%	\$82,054 0.50%	\$82,054 0.50%		View
1 Nutting Engineers of Florida, Inc.	1	No		Sub 100%		\$16,411 0.10%	\$16,411 0.10%	\$16,411 0.10%		View
1 Vital Engineering, Inc.	1			Sub 100%		\$328,217 2.00%	\$328,217 2.00%	\$328,217 2.00%		View

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	14.00%	17.10%	3.10% above goal		
DBE	0.00%	0.00%	Met goal		
SBD Goal	0.00%	0.00%	Met goal		
SBE - A&E	14.00%	17.10%	3.10% above goal		
SBE - Con	0.00%	0.00%	Met goal		
SBE - Goods	0.00%	0.00%	Met goal		
SBE - Services	0.00%	0.00%	Met goal		
Trade Set Aside	0.00%	0.00%	Met goal		

Signature

Signature Patrick H. Carr
Title President & CEO

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7/2/2019

B2Gnow

Organization
Signature Date

Poole & Kent Company of Florida
1/31/2019

Additional Instructions

Additional Instructions to Vendor

Please identify the SBE-A&E certified firm(s) that will be used to meet the measure established for this project. *****IMPORTANT: Please be reminded that only those sub-consultants listed in the Step 1 - Evaluation of Qualifications form submitted with your proposal are eligible to be included in this Utilization Plan***** If you have any question, please contact me at 305-375-3192 (Jhonnatan Escalante)

Special Instructions to Vendor

Customer Support

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Utilization Plan: View Plan

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DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS

Status: Open
Estimated Cost: \$149,189,713

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

[Refresh Actions & Notices](#)

Utilization Plan Summary

<p>Proposal</p> <p>Reference</p> <p>Phase</p> <p>Status</p> <p>Notification Date</p> <p>Due Date</p> <p>Submission Date</p> <p>Review Date</p>	<p>DB18-WASD-02 (BUILD): CONSTRUCTION OF SOUTH AND CENTRAL DISTRICT WASTEWATER TREATMENT PLANTS SLUDGE THICKENING AND DEWATERING BUILDINGS</p> <p>RE: Utilization Plan for Poole & Kent Co. of Florida for DB18-WASD-02 - 2.00% SBE-Goods Goal</p> <p>Original, version 0</p> <p> Approved</p> <p>7/8/2019 by Caesar Suarez</p> <p>7/11/2019 5:00 pm US/Eastern</p> <p>7/9/2019 by Wendy Campbell</p> <p>7/10/2019 by Caesar Suarez</p>
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Transfer Subcontractors to Contract

Utilization Plan Information

Estimated Bid/Transaction Amount \$182,494,470

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
Poole & Kent Company of Florida	No	No	\$182,494,470	\$178,843,470 98.00%	-	View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc in Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
CORCEL CORP.	1			Reg. Dealer SBE - Goods 100%		\$3,012,000 1.65%	\$3,012,000 1.65%	\$3,012,000 1.65%		View
Lehman Pipe and Plumbing Supply Inc.	1			Reg. Dealer SBE - Goods 100%		\$639,000 0.35%	\$639,000 0.35%	\$639,000 0.35%		View

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	2.00%	2.00%	Met goal		

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7/15/2019

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DBE	0.00%	0.00%	Met goal
SBD Goal	0.00%	0.00%	Met goal
SBE - A&E	0.00%	0.00%	Met goal
SBE - Con	0.00%	0.00%	Met goal
SBE - Goods	2.00%	2.00%	Met goal
SBE - Services	0.00%	0.00%	Met goal
Trade Set Aside	0.00%	0.00%	Met goal

Signature

Signature	Patrick H. Carr
Title	President & CEO
Organization	Poole & Kent Company of Florida
Signature Date	7/9/2019

Additional Instructions

Additional Instructions to Vendor

Special Instructions to Vendor

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EXHIBIT C

SCHEDULE OF VALUES
PAYMENT ITEMS

S-884 - CD PROJECT NO. 1.06 AND 1.08 - SDWWTP SLUDGE THICKENING AND DEWATERING BUILDING				
ENGINEERING AND DESIGN COSTS (S-884 SDWWTP)				
1	1	LS	ITEM NO. 1 - FINAL DESIGN - CD 1.06	2,790,000
2	1	LS	ITEM NO. 2 - FINAL DESIGN - CD 1.08	3,250,000
3	1	LS	ITEM NO. 3 - PERMITTING AND UTILITY COORDINATION - CD 1.06	800,000
4	1	LS	ITEM NO. 4 - PERMITTING AND UTILITY COORDINATION - CD 1.08	350,000
CONSTRUCTION COSTS (S-884 SDWWTP)				
6	1	LS	ITEM NO. 6 - MOBILIZATION - CD 1.06	1,600,000
6	1	LS	ITEM NO. 6 - MOBILIZATION - CD 1.06 (PAYMENT DRAW 1 - 35%)	560,000
6	1	LS	ITEM NO. 6 - MOBILIZATION - CD 1.06 (PAYMENT DRAW 2 - 45%)	720,000
6	1	LS	ITEM NO. 6 - MOBILIZATION - CD 1.06 (FINAL 20% FOR DEMOBILIZATION)	320,000
7	1	LS	ITEM NO. 7 - MOBILIZATION - CD 1.08	1,900,000
7	1	LS	ITEM NO. 7 - MOBILIZATION - CD 1.08 (PAYMENT DRAW 1 - 35%)	665,000
7	1	LS	ITEM NO. 7 - MOBILIZATION - CD 1.08 (PAYMENT DRAW 2 - 45%)	855,000
7	1	LS	ITEM NO. 7 - MOBILIZATION - CD 1.08 (FINAL 20% FOR DEMOBILIZATION)	380,000
8	1	LS	ITEM NO. 8 - PERFORMANCE AND PAYMENT BONDS - CD 1.06	525,000
9	1	LS	ITEM NO. 9 - PERFORMANCE AND PAYMENT BONDS - CD 1.08	675,000
10	1	LS	ITEM NO. 10 - FURNISH AND INSTALL WASTE ACTIVATED SLUDGE (WAS) PIPELINES AND TIE-INS - CD 1.06	1,700,000
11	1	LS	ITEM NO. 11 - FURNISH AND INSTALL DIGESTED SLUDGE PIPELINES AND TIE-INS - CD 1.08	1,499,000
12	1	LS	ITEM NO. 12 - FURNISH AND INSTALL THICKENED SLUDGE PIPELINES AND TIE-INS - CD 1.06	980,000
13	1	LS	ITEM NO. 13 - FURNISH AND INSTALL CENTRATE PIPELINES AND TIE-INS - CD 1.08	390,000
14	1	LS	ITEM NO. 14 - FURNISH AND INSTALL THICKENING CENTRIFUGES AND FEED PUMPS - CD 1.06	4,956,000
14	1	LS	ITEM NO. 14 - FURNISH AND DELIVER THICKENING CENTRIFUGES AND FEED PUMPS - CD 1.06 (30% PAYMENT UPON SHOP DRAWING APPROVAL)	1,440,000
14	1	LS	ITEM NO. 14 - FURNISH AND DELIVER THICKENING CENTRIFUGES AND FEED PUMPS - CD 1.06 (70% PAYMENT UPON DELIVERY)	3,360,000
14	1	LS	ITEM NO. 14 - INSTALL THICKENING CENTRIFUGES AND FEED PUMPS - CD 1.06	132,000
14	1	LS	ITEM NO. 14 - START-UP, TEST, AND COMMISSION THICKENING CENTRIFUGES AND FEED PUMPS - CD 1.06	24,000
15	1	LS	ITEM NO. 15 - FURNISH AND INSTALL DEWATERING CENTRIFUGES AND FEED PUMPS - CD 1.08	3,505,000
15	1	LS	ITEM NO. 15 - FURNISH AND DELIVER DEWATERING CENTRIFUGES AND FEED PUMPS - CD 1.08 (30% PAYMENT UPON SHOP DRAWING APPROVAL)	1,020,000
15	1	LS	ITEM NO. 15 - FURNISH AND DELIVER DEWATERING CENTRIFUGES AND FEED PUMPS - CD 1.08 (70% PAYMENT UPON DELIVERY)	2,380,000
15	1	LS	ITEM NO. 15 - INSTALL DEWATERING CENTRIFUGES AND FEED PUMPS - CD 1.08	88,000
15	1	LS	ITEM NO. 15 - START-UP, TEST, AND COMMISSION DEWATERING CENTRIFUGES AND FEED PUMPS - CD 1.08	17,000
16	1	LS	ITEM NO. 16 - FURNISH AND INSTALL CENTRATE PUMPS - CD 1.08	264,000
16	1	LS	ITEM NO. 16 - FURNISH AND DELIVER CENTRATE PUMPS - CD 1.08	240,000
16	1	LS	ITEM NO. 16 - INSTALL CENTRATE PUMPS - CD 1.08	21,000
16	1	LS	ITEM NO. 16 - START-UP, TEST, AND COMMISSION CENTRATE PUMPS - CD 1.08	3,000
17	1	LS	ITEM NO. 17 - FURNISH AND INSTALL DEWATERED CAKE PUMPS AND BIN - CD 1.08	935,000
17	1	LS	ITEM NO. 17 - FURNISH AND DELIVER DEWATERED CAKE PUMPS AND BIN - CD 1.08	890,000
17	1	LS	ITEM NO. 17 - INSTALL DEWATERED CAKE PUMPS AND BIN - CD 1.08	40,000
17	1	LS	ITEM NO. 17 - START-UP, TEST, AND COMMISSION DEWATERED CAKE PUMPS AND BIN - CD 1.08	5,000
18	1	LS	ITEM NO. 18 - FURNISH AND INSTALL DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR - CD 1.08	4,070,000
18	1	LS	ITEM NO. 18 - FURNISH AND DELIVER DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR - CD 1.08	3,800,000
18	1	LS	ITEM NO. 18 - INSTALL DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR - CD 1.08	250,000
18	1	LS	ITEM NO. 18 - START-UP, TEST, AND COMMISSION DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR - CD 1.08	20,000

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SDWWTP AND CDWWTP
SLUDGE THICKENING AND DEWATERING BUILDING
SCHEDULE OF VALUES
PAYMENT ITEMS

19	1	LS	ITEM NO. 19 – FURNISH AND INSTALL BIOFILTER ODOR CONTROL SYSTEM – CD 1.06	1,101,000
19	1	LS	ITEM NO. 19 – FURNISH AND DELIVER BIOFILTER ODOR CONTROL SYSTEM – CD 1.06	1,050,000
19	1	LS	ITEM NO. 19 – INSTALL BIOFILTER ODOR CONTROL SYSTEM – CD 1.06	45,000
19	1	LS	ITEM NO. 19 – START-UP, TEST, AND COMMISSION BIOFILTER ODOR CONTROL SYSTEM – CD 1.06	6,000
20	1	LS	ITEM NO. 20 – FURNISH AND INSTALL BIOFILTER ODOR CONTROL SYSTEM – CD 1.08	1,101,000
20	1	LS	ITEM NO. 20 – FURNISH AND DELIVER BIOFILTER ODOR CONTROL SYSTEM – CD 1.08	1,050,000
20	1	LS	ITEM NO. 20 – INSTALL BIOFILTER ODOR CONTROL SYSTEM – CD 1.08	45,000
20	1	LS	ITEM NO. 20 – START-UP, TEST, AND COMMISSION BIOFILTER ODOR CONTROL SYSTEM – CD 1.08	6,000
21	1	LS	ITEM NO. 21 – FURNISH AND INSTALL THICKENING DRY POLYMER SYSTEM – CD 1.06	2,020,000
21	1	LS	ITEM NO. 21 – FURNISH AND DELIVER THICKENING DRY POLYMER SYSTEM – CD 1.06	1,970,000
21	1	LS	ITEM NO. 21 – INSTALL THICKENING DRY POLYMER SYSTEM – CD 1.06	40,000
21	1	LS	ITEM NO. 21 – START-UP, TEST, AND COMMISSION THICKENING DRY POLYMER SYSTEM – CD 1.06	10,000
22	1	LS	ITEM NO. 22 – FURNISH AND INSTALL THICKENING DRY POLYMER SYSTEM – CD 1.08	1,528,000
22	1	LS	ITEM NO. 22 – FURNISH AND DELIVER DEWATERING DRY POLYMER SYSTEM – CD 1.08	1,500,000
22	1	LS	ITEM NO. 22 – INSTALL DEWATERING DRY POLYMER SYSTEM – CD 1.08	20,000
22	1	LS	ITEM NO. 22 – START-UP, TEST, AND COMMISSION DEWATERING DRY POLYMER SYSTEM – CD 1.08	8,000
23	1	LS	ITEM NO. 23 – ELECTRICAL GEAR AND SITE ELECTRICAL – CD 1.06	3,940,000
23	1	LS	ITEM NO. 23 – SITE ELECTRICAL – CD 1.06	2,640,000
23	1	LS	ITEM NO. 23 – ELECTRICAL GEAR – CD 1.06	1,300,000
24	1	LS	ITEM NO. 24 – ELECTRICAL GEAR AND SITE ELECTRICAL – CD 1.08	6,060,000
24	1	LS	ITEM NO. 24 – SITE ELECTRICAL – CD 1.08	3,160,000
24	1	LS	ITEM NO. 24 – ELECTRICAL GEAR – CD 1.08	2,900,000
25	1	LS	ITEM NO. 25 – SITE CIVIL – CD 1.06	578,000
26	1	LS	ITEM NO. 26 – SITE CIVIL – CD 1.08	610,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06	14,806,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - SUBGRADE	1,125,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - FOUNDATIONS	1,125,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - ARCHITECTURAL	1,800,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - STRUCTURAL	5,000,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - ELECTRICAL	2,000,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - MECHANICAL	2,745,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - PLUMBING	360,000
27	1	LS	ITEM NO. 27 – THICKENING/DEWATERING BUILDING – CD 1.06 - OTHER	651,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08	18,020,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - SUBGRADE	1,375,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - FOUNDATIONS	1,375,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - ARCHITECTURAL	2,200,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - STRUCTURAL	6,000,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - ELECTRICAL	2,500,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - MECHANICAL	3,355,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - PLUMBING	440,000
28	1	LS	ITEM NO. 28 – THICKENING/DEWATERING BUILDING – CD 1.08 - OTHER	775,000
29	1	LS	ITEM NO. 29 – PROCESS SAMPLING LABORATORY WORKING AREA, CONTROL ROOM AND BREAK ROOM FURNISHINGS – CD 1.06 AND CD 1.08	DEDICATED ALLOWANCE
30	1	LS	ITEM NO. 30 – OPERATION AND MAINTENANCE MANUALS AND PROCESS SYSTEM TRAINING – CD 1.06 AND CD 1.08	60,000
31	1	LS	ITEM NO. 31 – RECORD DRAWINGS AND PROJECT CLOSEOUT – CD 1.06 AND CD 1.08	40,000
			CONTINGENCY ALLOWANCE - ENGINEERING AND DESIGN (10% OF ITEM 5)	669,000
			CONTINGENCY ALLOWANCE - CONSTRUCTION (5% OF ITEM 32)	8,642,700
			DEDICATED ALLOWANCE - AGENCY PERMITTING FEES (3% OF ITEM 32)	2,185,620
			DEDICATED ALLOWANCE - ENVIRONMENTAL INVESTIGATIONS	400,000
			DEDICATED ALLOWANCE - UTILITY RELOCATIONS	300,000
			DEDICATED ALLOWANCE - CHANGES IN SOIL CONDITIONS	250,000
			DEDICATED ALLOWANCE - FIRE SUPPRESSION SYSTEM	50,000

			DEDICATED ALLOWANCE - PERMIT PREP UTILITY COORDINATION	66,900
			DEDICATED ALLOWANCE - FURNISHINGS	250,000
S-888 - CD PROJECT NO. 2.12, 2.13, 2.16, 2.18(2) - CDWWTP SLUDGE THICKENING AND DEWATERING BUILDING				
ENGINEERING AND DESIGN COSTS (S-888 CDWWTP)				
1	1	LS	ITEM NO. 1 - FINAL DESIGN - CD 2.12	1,600,000
2	1	LS	ITEM NO. 2 - FINAL DESIGN - CD 2.13	1,800,000
3	1	LS	ITEM NO. 2 - FINAL DESIGN - CD 2.16	4,066,000
4	1	LS	ITEM NO. 4 - PERMITTING AND UTILITY COORDINATION - CD 2.12	170,000
5	1	LS	ITEM NO. 5 - PERMITTING AND UTILITY COORDINATION - CD 2.13	200,000
6	1	LS	ITEM NO. 5 - PERMITTING AND UTILITY COORDINATION - CD 2.16	330,000
CONSTRUCTION COSTS (S-888 CDWWTP)				
8	1	LS	ITEM NO. 8 - MOBILIZATION - CD 2.12	900,000
8	1	LS	ITEM NO. 8 - MOBILIZATION - CD 2.12 (PAYMENT DRAW 1 - 35%)	315,000
8	1	LS	ITEM NO. 8 - MOBILIZATION - CD 2.12 (PAYMENT DRAW 2 - 45%)	405,000
8	1	LS	ITEM NO. 8 - MOBILIZATION - CD 2.12 (FINAL 20% FOR DEMOBILIZATION)	180,000
9	1	LS	ITEM NO. 9 - MOBILIZATION - CD 2.13	1,100,000
9	1	LS	ITEM NO. 9 - MOBILIZATION - CD 2.13 (PAYMENT DRAW 1 - 35%)	385,000
9	1	LS	ITEM NO. 9 - MOBILIZATION - CD 2.13 (PAYMENT DRAW 2 - 45%)	495,000
9	1	LS	ITEM NO. 9 - MOBILIZATION - CD 2.13 (FINAL 20% FOR DEMOBILIZATION)	220,000
10	1	LS	ITEM NO. 10 - MOBILIZATION - CD 2.16	2,500,000
10	1	LS	ITEM NO. 10 - MOBILIZATION - CD 2.13 (PAYMENT DRAW 1 - 35%)	875,000
10	1	LS	ITEM NO. 10 - MOBILIZATION - CD 2.13 (PAYMENT DRAW 2 - 45%)	1,125,000
10	1	LS	ITEM NO. 10 - MOBILIZATION - CD 2.13 (FINAL 20% FOR DEMOBILIZATION)	500,000
11	1	LS	ITEM NO. 11 - PERFORMANCE AND PAYMENT BONDS - CD 2.12	300,000
12	1	LS	ITEM NO. 12 - PERFORMANCE AND PAYMENT BONDS - CD 2.13	315,000
13	1	LS	ITEM NO. 13 - PERFORMANCE AND PAYMENT BONDS - CD 2.16	885,000
14	1	LS	ITEM NO. 14 - FURNISH AND INSTALL WASTE ACTIVATED SLUDGE (WAS) PIPELINES AND TIE-INS - CD 2.12	690,000
15	1	LS	ITEM NO. 15 - FURNISH AND INSTALL WASTE ACTIVATED SLUDGE (WAS) PIPELINE AND TIE-IN - CD 2.13	680,000
16	1	LS	ITEM NO. 16 - FURNISH AND INSTALL DIGESTED SLUDGE PIPELINES AND TIE-INS - CD 2.16	1,200,000
17	1	LS	ITEM NO. 17 - FURNISH AND INSTALL THICKENED SLUDGE PIPELINES AND TIE-INS - CD 2.12	1,480,000
18	1	LS	ITEM NO. 18 - FURNISH AND INSTALL THICKENED SLUDGE PIPELINE AND TIE-IN - CD 2.13	270,000
19	1	LS	ITEM NO. 19 - FURNISH AND INSTALL CENTRATE PIPELINES AND TIE-INS - CD 2.16	1,190,000
20	1	LS	ITEM NO. 20 - FURNISH AND INSTALL GRAVITY BELT THICKENER SYSTEM AND FEED PUMPS - CD 2.12	2,271,000
20	1	LS	ITEM NO. 20 - FURNISH AND DELIVER GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.12 (30% PAYMENT UPON SHOP DRAWING APPROVAL)	660,000
20	1	LS	ITEM NO. 20 - FURNISH AND DELIVER GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.12 (70% PAYMENT UPON DELIVERY)	1,540,000
20	1	LS	ITEM NO. 20 - INSTALL GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.12	60,000
20	1	LS	ITEM NO. 20 - START-UP, TEST, AND COMMISSION GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.12	11,000
21	1	LS	ITEM NO. 21 - FURNISH AND INSTALL GRAVITY BELT THICKENER SYSTEM AND FEED PUMPS - CD 2.13	2,271,000
21	1	LS	ITEM NO. 21 - FURNISH AND INSTALL GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.13 (30% PAYMENT UPON SHOP DRAWING APPROVAL)	660,000
21	1	LS	ITEM NO. 21 - FURNISH AND DELIVER GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.13 (70% PAYMENT UPON DELIVERY)	1,540,000
21	1	LS	ITEM NO. 21 - INSTALL GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.13	60,000
21	1	LS	ITEM NO. 21 - START-UP, TEST, AND COMMISSION GRAVITY BELT THICKENERS SYSTEM AND FEED PUMPS - CD 2.13	11,000
22	1	LS	ITEM NO. 22 - FURNISH AND INSTALL DEWATERING CENTRIFUGES AND FEED PUMPS - CD 2.16	3,404,000

SDWWTP AND CDWWTP
SLUDGE THICKENING AND DEWATERING BUILDING
SCHEDULE OF VALUES
PAYMENT ITEMS

Item No.	Quantity	Unit	Description	Value
22	1	LS	ITEM NO. 22 – FURNISH AND DELIVER DEWATERING CENTRIFUGES AND FEED PUMPS – CD 2.16 (30% PAYMENT UPON SHOP DRAWING APPROVAL)	990,000
22	1	LS	ITEM NO. 22 – FURNISH AND DELIVER DEWATERING CENTRIFUGES AND FEED PUMPS – CD 2.16 (70% PAYMENT UPON DELIVERY)	2,310,000
22	1	LS	ITEM NO. 22 – INSTALL DEWATERING CENTRIFUGES AND FEED PUMPS – CD 2.16	88,000
22	1	LS	ITEM NO. 22 – START-UP, TEST, AND COMMISSION DEWATERING CENTRIFUGES AND FEED PUMPS – CD 2.16	16,000
23	1	LS	ITEM NO. 23 – FURNISH AND INSTALL CENTRATE PUMPS – CD 2.16	264,000
23	1	LS	ITEM NO. 23 – FURNISH AND DELIVER CENTRATE PUMPS – CD 2.16	240,000
23	1	LS	ITEM NO. 23 – INSTALL CENTRATE PUMPS – CD 2.16	21,000
23	1	LS	ITEM NO. 23 – START-UP, TEST, AND COMMISSION CENTRATE PUMPS – CD 2.16	3,000
24	1	LS	ITEM NO. 24 – FURNISH AND INSTALL DEWATERED CAKE PUMPS AND BIN – CD 2.16	950,000
24	1	LS	ITEM NO. 24 – FURNISH AND DELIVER DEWATERED CAKE PUMPS AND BIN – CD 2.16	900,000
24	1	LS	ITEM NO. 24 – INSTALL DEWATERED CAKE PUMPS AND BIN – CD 2.16	45,000
24	1	LS	ITEM NO. 24 – START-UP, TEST, AND COMMISSION DEWATERED CAKE PUMPS AND BIN – CD 2.16	5,000
25	1	LS	ITEM NO. 25 – FURNISH AND INSTALL DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR – CD 2.16	4,570,000
25	1	LS	ITEM NO. 25 – FURNISH AND DELIVER DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR – CD 2.16	4,200,000
25	1	LS	ITEM NO. 25 – INSTALL DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR – CD 2.16	350,000
25	1	LS	ITEM NO. 25 – START-UP, TEST, AND COMMISSION DEWATERED CAKE STORAGE BIN WITH LIVE BOTTOM CONVEYOR – CD 2.16	20,000
26	1	LS	ITEM NO. 26 – FURNISH AND INSTALL BIOFILTER ODOR CONTROL SYSTEM – CD 2.18(2)	2,623,000
26	1	LS	ITEM NO. 26 – FURNISH AND DELIVER BIOFILTER ODOR CONTROL SYSTEM – CD 2.18(2)	2,500,000
26	1	LS	ITEM NO. 26 – INSTALL BIOFILTER ODOR CONTROL SYSTEM – CD 2.18(2)	110,000
26	1	LS	ITEM NO. 26 – START-UP, TEST, AND COMMISSION BIOFILTER ODOR CONTROL SYSTEM – CD 2.18(2)	13,000
27	1	LS	ITEM NO. 27 – FURNISH AND INSTALL THICKENING DRY POLYMER SYSTEM – CD 2.12	1,236,000
27	1	LS	ITEM NO. 27 – FURNISH AND DELIVER THICKENING DRY POLYMER SYSTEM – CD 2.12	1,200,000
27	1	LS	ITEM NO. 27 – INSTALL THICKENING DRY POLYMER SYSTEM – CD 2.12	30,000
27	1	LS	ITEM NO. 27 – START-UP, TEST, AND COMMISSION THICKENING DRY POLYMER SYSTEM – CD 2.12	6,000
28	1	LS	ITEM NO. 28 – FURNISH AND INSTALL THICKENING DRY POLYMER SYSTEM – CD 2.13	1,236,000
28	1	LS	ITEM NO. 28 – FURNISH AND DELIVER THICKENING DRY POLYMER SYSTEM – CD 2.13	1,200,000
28	1	LS	ITEM NO. 28 – INSTALL THICKENING DRY POLYMER SYSTEM – CD 2.13	30,000
28	1	LS	ITEM NO. 28 – START-UP, TEST, AND COMMISSION THICKENING DRY POLYMER SYSTEM – CD 2.13	6,000
29	1	LS	ITEM NO. 29 – FURNISH AND INSTALL DEWATERING DRY POLYMER SYSTEM – CD 2.16	1,236,000
29	1	LS	ITEM NO. 29 – FURNISH AND DELIVER DEWATERING DRY POLYMER SYSTEM – CD 2.16	1,200,000
29	1	LS	ITEM NO. 29 – INSTALL DEWATERING DRY POLYMER SYSTEM – CD 2.16	30,000
29	1	LS	ITEM NO. 29 – START-UP, TEST, AND COMMISSION DEWATERING DRY POLYMER SYSTEM – CD 2.16	6,000
30	1	LS	ITEM NO. 30 – ELECTRICAL GEAR AND SITE ELECTRICAL – CD 2.12	3,440,000
30	1	LS	ITEM NO. 30 – SITE ELECTRICAL – CD 2.12	840,000
30	1	LS	ITEM NO. 30 – ELECTRICAL GEAR – CD 2.12	2,600,000
31	1	LS	ITEM NO. 31 – ELECTRICAL GEAR AND SITE ELECTRICAL – CD 2.13	4,100,000
31	1	LS	ITEM NO. 31 – SITE ELECTRICAL – CD 2.13	1,500,000
31	1	LS	ITEM NO. 31 – ELECTRICAL GEAR – CD 2.13	2,600,000
32	1	LS	ITEM NO. 32 – ELECTRICAL GEAR AND SITE ELECTRICAL – CD 2.16	3,200,000
32	1	LS	ITEM NO. 32 – SITE ELECTRICAL – CD 2.16	1,900,000
32	1	LS	ITEM NO. 32 – ELECTRICAL GEAR – CD 2.16	1,300,000
33	1	LS	ITEM NO. 33 – SITE CIVIL – CD 2.12	450,000
34	1	LS	ITEM NO. 34 – SITE CIVIL – CD 2.13	460,000
35	1	LS	ITEM NO. 35 – SITE CIVIL – CD 2.16	937,000
36	1	LS	ITEM NO. 36 – THICKENING/DEWATERING BUILDING – CD 2.12	10,987,000
36	1	LS	ITEM NO. 36 – THICKENING/DEWATERING BUILDING – CD 2.12 - SUBGRADE	748,000
36	1	LS	ITEM NO. 36 – THICKENING/DEWATERING BUILDING – CD 2.12 - FOUNDATIONS	1,600,000
36	1	LS	ITEM NO. 36 – THICKENING/DEWATERING BUILDING – CD 2.12 - ARCHITECTURAL	1,624,000

SDWWTP AND CDWWTP
SLUDGE THICKENING AND DEWATERING BUILDING
SCHEDULE OF VALUES
PAYMENT ITEMS

36	1	LS	ITEM NO. 36 - THICKENING/DEWATERING BUILDING - CD 2.12 - STRUCTURAL	2,700,000
36	1	LS	ITEM NO. 36 - THICKENING/DEWATERING BUILDING - CD 2.12 - ELECTRICAL	1,100,000
36	1	LS	ITEM NO. 36 - THICKENING/DEWATERING BUILDING - CD 2.12 - MECHANICAL	2,208,000
36	1	LS	ITEM NO. 36 - THICKENING/DEWATERING BUILDING - CD 2.12 - PLUMBING	207,000
36	1	LS	ITEM NO. 36 - THICKENING/DEWATERING BUILDING - CD 2.12 - OTHER	200,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13	10,920,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - SUBGRADE	780,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - FOUNDATIONS	1,700,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - ARCHITECTURAL	1,700,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - STRUCTURAL	2,820,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - ELECTRICAL	1,200,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - MECHANICAL	2,304,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - PLUMBING	216,000
37	1	LS	ITEM NO. 37 - THICKENING/DEWATERING BUILDING - CD 2.13 - OTHER	200,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16	23,647,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - SUBGRADE	1,722,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - FOUNDATIONS	3,500,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - ARCHITECTURAL	3,500,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - STRUCTURAL	6,200,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - ELECTRICAL	2,660,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - MECHANICAL	5,088,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - PLUMBING	477,000
38	1	LS	ITEM NO. 38 - THICKENING/DEWATERING BUILDING - CD 2.16 - OTHER	500,000
39	1	LS	ITEM NO. 39 - INTEGRATED SLUDGE SCREENING FACILITY - CD 2.13	1,050,000
40	1	LS	ITEM NO. 40 - PROCESS SAMPLING LABORATORY WORKING AREA, CONTROL ROOM AND BREAK ROOM FURNISHINGS - CD 2.12, CD 2.13, AND CD 2.16	DEDICATED ALLOWANCE
41	1	LS	ITEM NO. 41 - OPERATION AND MAINTENANCE MANUALS AND PROCESS SYSTEM TRAINING - CD 2.12, CD 2.13, AND CD 2.16	60,000
42	1	LS	ITEM NO. 42 - RECORD DRAWINGS AND PROJECT CLOSEOUT - CD 2.12, CD 2.13, AND CD 2.16	40,000
			CONTINGENCY ALLOWANCE - ENGINEERING AND DESIGN (10% OF ITEM 7)	816,600
			CONTINGENCY ALLOWANCE - CONSTRUCTION (5% OF ITEM 43)	4,513,100
			DEDICATED ALLOWANCE - AGENCY PERMITTING FEES (3% OF ITEM 43)	2,707,860
			DEDICATED ALLOWANCE - ENVIRONMENTAL INVESTIGATIONS	600,000
			DEDICATED ALLOWANCE - UTILITY RELOCATIONS	500,000
			DEDICATED ALLOWANCE - CHANGES IN SOIL CONDITIONS	250,000
			DEDICATED ALLOWANCE - FIRE SUPPRESSION SYSTEM	50,000
			DEDICATED ALLOWANCE - PERMIT PREP UTILITY COORDINATION	81,660
			DEDICATED ALLOWANCE - FURNISHINGS	250,000

EXHIBIT D

PERFORMANCE AND PAYMENT BOND
(Section 255.05, Florida Statutes)

BOND NUMBER _____

CONTRACT NUMBER _____

(Contractor)

(Principal Business Address and Telephone Number)

(Surety)

(Principal Business Address and Telephone Number)

(Owner)

(Principal Business Address and Telephone Number)

By this Bond, We _____ (hereinafter referred to as the "Principal"), as Contractor under the contract dated _____ 20____, between Principal and Miami-Dade County for the Construction of _____ (hereinafter referred to as "Contract") the terms and conditions of which Contract are incorporated herein by reference and in its entirety into this Bond and _____ a corporation (hereinafter referred to as the "Surety"), are bound to Miami-Dade County (hereinafter referred to as the "County") in the sum of _____ U.S. dollars (\$ _____) for payment of which we bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns, jointly and severally for the faithful performance of the Contract.

THE CONDITION OF THIS BOND is that if Principal or successors:

1. Performs all work due and otherwise complies with all terms and conditions of the Contract including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees

**INTERNAL SERVICES DEPARTMENT
PERFORMANCE AND PAYMENT BOND (Continued)**

and warranties or to cure latent defects in its work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the work under the Contract;

Then this bond is void, otherwise it remains in full force.

5. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.
6. The Surety waives notice of and agrees that any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or any changes, do not affect the Surety's obligation under this Bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay, and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant as defined in Section 255.05(1), Florida Statutes, under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes.
9. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____

ATTEST:

CONTRACTOR:

(Secretary)

(Contractor Name)

(Print or type name)

BY: _____
(President) (Managing Partner or Joint Venturer)

(Print or type name)

**INTERNAL SERVICES DEPARTMENT
PERFORMANCE AND PAYMENT BOND (Continued)**

(Official Title)

(SEAL)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

(CORPORATE SEAL)

(Printed Name of Surety)

(Address of Surety)

(Telephone of Surety)

By: _____
(Signature of Attorney-in-Fact)*

By: _____
(Signature of Resident Florida Agent)*

(Printed Name of Attorney-in-Fact)

(Printed Name of Agent)

(Address)

(Address)

(Telephone)

(Telephone)

(Copy of Agent's current
Identification Card as issued by
Commissioner must be attached)

*Power of Attorney must be attached



MIAMI-D

EXHIBIT E

(ISD)

**ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)**

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: 

Title: President & CEO Date: 12/6/2019

Proposer's Name: Patrick H. Carr - Poole & Kent Company of Florida

Subcontracting Policies and Procedures

Poole & Kent Company of Florida recruits, hires, trains, and promotes employees, and conducts its procurement activities without discriminating on the basis of race, color, religion, gender, national origin, marital status, age, disability, or veteran status. And we understand that all of our employees and subcontractors share the responsibility of supporting our policies for a harassment-free and drug-free workplace.

Poole & Kent complies with all federal, state or local laws, rules, regulations, and executive orders which pertain to equal employment opportunities, certification of nonsegregated facilities, and affirmative action requirements of all kinds. Furthermore, Poole & Kent requires that all of its subcontractors agree not to discriminate in employment and procurement activities.

In order to promote diversity among our subcontractors and meet the requirements of the County's Fair Subcontracting Practices, Poole & Kent has adopted the following policies and procedures:

1. Notify subcontractors and suppliers from our internal database of upcoming project opportunities.
2. Obtain current lists of SBE-CONS and SBE- G/S firms from Miami-Dade County's Small Business Development department.
3. Advertise subcontracting opportunities by sending emails to business concerns local to a particular jobsite.
4. Solicit small businesses as early in the acquisition process as practicable to allow them sufficient time to submit a timely offer for the subcontract.
5. Provide interested small businesses with adequate and timely information about the plans, specifications, and requirements for performance of the prime contract to assist them in submitting a timely offer for the subcontract.
6. Meet with local and small business subcontractors and suppliers to discuss project requirements and scope of work.
7. Utilize the available services of small business associations; local, state, Federal small business assistance officers, and other organizations and encouraging small business entities to certify and register with state and local governments.
8. Direct firms that need additional assistance to various programs that can assist them in obtaining bonding capacity, lines of credit, insurance, equipment, supplies, materials, or services, including Miami-Dade County's Small Business Development (SBD) Surety Bond and Financial Assistance Unit and State of Florida Office of Supplier Diversity's Loan Mobilization Program.
9. Keep a level "playing field", allowing all bidders reasonable time to respond and providing the same information to all prospective subcontractors.
10. Break out subcontract scope of work requirements into economically feasible units, as appropriate, to facilitate local and SBE participation.
11. Award subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Project Owner's and Poole & Kent's stated objectives.

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____
Project/Contract Number _____

FEIN # _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

EXHIBIT F

Business Name and Address First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)					Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)										
			Gender		Race/Ethnicity			Gender		Race/Ethnicity								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Internal Services Department at <http://new.miamidadade.gov/business/business-development.asp>.
I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent _____ Print Name _____ Print Title _____ Date _____
SUB 100 Rev. 6/12

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ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Roole & Keat Company of Florida

FEIN # 75-3163466

Project/Contract Number Design-Build Services for the Construction of SDWWTP and CDWWTP Sludge Thickening and Dewatering, DB18-WASD-02, 19PKCOF002

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-80, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner							Employee(s)																				
			Gender		Race/Ethnicity					Gender		Race/Ethnicity																		
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other												
Carollo Engineers, Inc.	Balakrishnan Narayan	Design/Engineering	X					X																						
Dodec, Inc.	Steven Pantry	Mechanical	X					X																						
Eli's Mechanical	Franisco Gomez	Mechanical	X					X																						
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	(Enter the number of male and female owners by race/ethnicity)														(Enter the number of male and female employees by race/ethnicity)													
			Gender		Race/Ethnicity					Gender		Race/Ethnicity																		
Corcel Corp.	Ray Corona	Pumps, valves, pipe	X					X																						
Lehman Pipe and Plumbing Supply	Dennis Lehman	Pipe, valves, fittings	X					X																						
Ferguson Waterworks	Wolsley-Public	Mechanical materials																												

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent Patrick H Carr Print Name Patrick H Carr President & CEO 12/6/2019 Date SUB 100 Rev. 6/12

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ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Pooler & Kent Company of Florida

FEIN # 75-3163466

Project/Contract Number Design-Build Services for the Construction of SDWWTP and CDWWTP Sludge Thickening and Dewatering - DB18-WASD-02, 19PKCOF002

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner						Employee(s)											
			Gender			Race/Ethnicity			Gender			Race/Ethnicity								
			(Enter the number of male and female owners by race/ethnicity)																	
Mar's Contractors, Inc.	Marcus Riggins	Mechanical/Plumbing	X																	
Sunshine State Air Conditioning	Mauricio Correa	HVAC	X				X													
Ebsary Foundation Co.	Scott Alfele	Augercast piles	X				X													
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	(Enter the number of male and female owners by race/ethnicity)												(Enter the number of male and female employees and the number of employees by race/ethnicity)					
			Gender	Race/Ethnicity			Gender	Race/Ethnicity												
TSC Jacobs	Paul Jacobs	Biofilter system	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other		
Carter & Verplanck	Saade Chibani	Pumps	X				X													
Midwestern Fabricators Inc.	David Bevan	FRP Ductwork	X				X													

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent  Patrick H. Carr
 Print Name
 President & CEO
 Print Title
 Date 12/6/2019
 SUB 100 Rev. 6/12

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ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Pool & Kent Company of Florida

FEIN # 75-3163466

Project/Contract Number Design-Build Services for the Construction of SDWWTP and CDWWTP Sludge Thickening and Dewatering, DB18-WASD-02, 19PKCOF002

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County no later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner						Employee(s)									
			(Enter the number of male and female owners by race/ethnicity)						(Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender	Race/Ethnicity					Gender	Race/Ethnicity								
	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other		
Revere Control Systems, Inc.	Bob Adams	Instrumentation	X															
Baker Concrete	Robert Baker	Concrete shell	X			X												
Fisk Electric	Public Co. - Paul Maggi	Electrical	X					X										
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner															
			(Enter the number of male and female owners by race/ethnicity)						(Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender	Race/Ethnicity					Gender	Race/Ethnicity								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Custom Pump & Controls, Inc.	Skip Dorton	FRP Wet well	X			X												
Concrete Prod of the Palm Beaches, Inc.	Jeff Dick	Precast structures	X			X												

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent [Signature] Patrick H. Carr Print Name
 President & CEO Print Title
 12/6/2019 Date
 SUB 100 Rev. 6/12

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ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Pool & Kent Company of Florida

FEIN # 75-3163466

Project/Contract Number Design-Build Services for the Construction of SDWWTP and CDWWTP Sludge Thickening and Dewatering, DB18-WASD-02, 19PKCOF002

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers of the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner						Employee(s)									
			Gender			Race/Ethnicity			Gender			Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Gate Precast Company	Dean Gwin	Precast concrete	X		X													
Cypress Construction & Coatings, Inc.	Jeffrey Westrick	Coatings	X		X													
A-1 Duran Roofing, Inc.	Bernardo Duran	Roofing	X			X												
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner						Employee(s)									
			Gender			Race/Ethnicity			Gender			Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or online to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent 

Patrick H. Carr
Print Name

President & CEO
Print Title

12/6/2019
Date

SUB 100 Rev. 6/12

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Pool & Kent Company of Florida

FEIN # 75-3163466

Project/Contract Number Design-Build Services for the Construction of SDWWTWP and CDWWTWP Sludge Thickening and Dewatering, DB18-WASD-02, 19PKCOF002

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Sub-contractor/ Sub-consultant	Principal Owner						Employee(s)										
			Gender		Race/Ethnicity				Gender		Race/Ethnicity								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	
Weber Glass	Tom Thomas	Doors, windows	X		X														

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent [Signature] Patrick H. Carr Print Name
 President & CEO Print Title
 12/6/2019 Date
 SUB 100 Rev. 6/12

ISD Form 7 – Subcontractor/Supplier Listing Business Addresses



Carollo Engineers, Inc.
703 Waterford Way, Suite 805
Miami, FL 33126

Dodec, Inc.
3140 W. 84th Street, Bay #2
Hialeah, FL 33018

Mar's Contractors, Inc.
13303 SW 135 Avenue
Miami, FL 33186

Sunshine State Air Conditioning Inc.
4960 NW 165 Street, B-11
Miami, FL 33014

Ebsary Foundation Co.
2154 NW North River Drive
Miami, FL 33125

Revere Control Systems, Inc.
2240 Rocky Ridge Road
Birmingham, AL 35216

Baker Concrete Construction, Inc.
900 North Garver Rd.
Monroe, OH 45050

Fisk Electric Company
10125 NW 116th Way, #14
Miami, FL 33178

Gate Precast Company
9540 San Jose Blvd.,
Jacksonville, FL 32257

Cypress Construction & Coating, Inc.
3611 Lee Blvd.,
Lehigh Acres, FL 33971

A-1 Duran Roofing, Inc.
8095 NW 64 Street
Miami, FL 33166

Weber Glass, Inc.
812 S. Line Road
Lecanto, FL 34461

Corcel Corp.
2461 NW 23rd Street
Miami, FL 33142

Lehman Pipe and Plumbing Supply Inc.
3575 NW 36th Street
Miami, FL 33142

Ferguson Waterworks
1950 NW 18th Street
Pompano Beach, FL 33069

TSC-Jacobs, Inc.
11021 Countryway Blvd.,
Tampa, FL 33626

Ell's Mechanical Corp.
16172 SW 2ND Drive
Pembroke Pines, FL 33027

Carter & Verplanck, Inc.
4910 W. Cypress Street
Tampa, FL 33607

Midwestern Fabricators Inc.
1235 South Pioneer Road
Salt Lake City, UT 84104

Custom Pump & Controls, Inc.
1840 River Oaks Rd.
Jacksonville, FL 32207

ISD Form 7 – Subcontractor/Supplier Listing Business Addresses



**Concrete Products of the
Palm Beaches, Inc.**
1491 NW 24th Drive
Okeechobee, FL 34972

Headquarters – Miami-Dade County
1781 N.W. North River Drive
Miami, FL 33125
P:305-325-1930

Hillsborough County
1715 W. Lemon Street
Tampa, FL 33606
P:813-251-2438

Palm Beach County
801 Northpoint Parkway, Suite #64
West Palm Beach, FL 33407
P:561-721-6439

Charlotte County
18245 Paulson Drive, Suite #125
Port Charlotte, FL 33954
P:941-206-2210

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EXHIBIT G

~~Truth-In-Negotiation Certificate~~

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE: Design-Build Services For The Construction Of South District Waste Water Treatment Plant and Central District Wastewater Treatment Plant Sludge Thickening and Dewatering Buildings

PROJECT NUMBER: Project No. DB18-WASD-02, Contract No. 19PKCOF002

Before me the undersigned authority appeared Patrick H. Carr (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

[Signature]
(Signature of Authorized Representative)

Title President & CEO

Date December 6, 2019

STATE OF: Florida
COUNTY OF: Miami-Dade

The above certifications/verifications were acknowledged before me this 6th day of December, 2019,

by Patrick H. Carr, President & CEO,
(Authorized Representative)

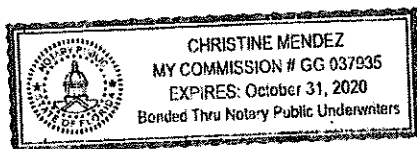
of Poole & Kent Company of Florida,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as _____ identification and who did/did not take an oath.

[Signature]
(Signature of Notary)

Christine Mendez
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: GG 037935
My Commission Expires: October 31, 2020

EXHIBIT H

CONFLICT OF INTEREST

AFFIDAVIT

I, _____, being first duly sworn, state:

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's Project(s) related to: _____ ("Project").
2. I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (WASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to WASD.
5. Neither I nor any of my immediate family (spouse, parents, and children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to WASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

Date

Name of Affiant

Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Notary Public

Print Name

Serial Number

**SECTION F
AFFIDAVITS**

Miami-Dade County
DESIGN-BUILDER'S AFFIDAVIT

Solicitation DB18-WASD-02

Date: January 11, 2019
Design-Build Services for the Construction of South and Central Wastewater Treatment Plants
Project Name: Sludge Thickening and Dewatering Buildings, ISD Project No. DB18-WASD-02

State of Florida

County of Miami-Dade

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

(Legal Name, Corporation, Partnership, Firm)

hereinafter called the bidder or proposer, located at 1781 N.W. North River Drive, Miami, FL 33125 that said proposer visited the site of the work and has carefully examined the documents for said project and checked them in detail before submitting his/her proposal and proposal price; and further, that the proposer or his/her agent, officers, or employees have not either directly or indirectly, made any agreement or participated in any collusion with other bidders, or representatives of Miami-Dade County, or otherwise taken any action in restraint of open competitive bidding in connection with his proposal or proposal price for said project.

Witness: [Signature]
Signature

Poole & Kent Company of Florida
Legal Name of Proposer

Witness: [Signature]
Signature

[Signature]
Signature Patrick H. Carr
President & CEO

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 11th day of January, 20 19.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: Patrick H. Carr having the title of President & CEO

with Poole & Kent Company of Florida

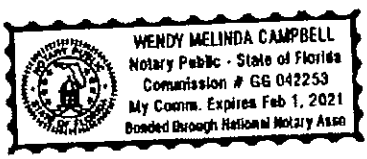
[X] a Delaware corporation [] a partnership [] a joint venture, on behalf of the [] corporation [] partnership [] joint venture.

He/She is [X] personally known to me, or [] has produced _____ as identification

Notary Signature: [Signature]

Type or Print Name: Wendy Campbell

Notary Seal:



11/13/2018 7:53 AM

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

Internal Services Department (ISD)
Strategic Procurement Division
Vendor Outreach and Support Section
 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
 Telephone: 305-375-5773
www.miamidade.gov/procurement

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

FEDERAL EMPLOYER

IDENTIFICATION NUMBER (FEIN)

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

FEIN 75-3163466

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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

NAICS Code _____

VENDOR AFFIDAVITS FORM

Poole & Kent Company of Florida

A) Name of Entity, Individual(s), Partners or Corporation		B) Doing Business As (If same as line A, leave blank)			
1781 N.W. North River Drive		Miami	Florida	USA	33125
Street Address (P.O. Box Number is not permitted)		City	State (U.S.A.)	Country	Zip Code

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

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

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

PRINCIPALS													
FULL LEGAL NAME		TITLE		ADDRESS									
OWNERS				CHECK BOXES BELOW									
FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY							
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan/Native	Other		
If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".													
OTHER CORPORATIONS			% OF OWNERSHIP										
EMCOR Group, Inc.			100%	301 Merritt Seven, Norwalk, CT 06851									

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2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT
 (County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

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

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

		NUMBER OF EMPLOYEES		
		Males	Females	
White		66	9	
Black		23	1	
Hispanic		41	12	
Asian/Pacific Islander		1	0	
Native American/Alaskan Native		0	0	
Other		2		
Total Number of Employees		133	22	155

Total Employees

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION
 (Section 2-8.1.2(b) of the Miami- Dade County Code)

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

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

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

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

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT
 (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

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

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

- The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
- The Rehabilitation Act of 1973, 29 U.S.C. Section 794
- The Federal Transit Act, as amended, 49 U.S.C. Section 1612
- The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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

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5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

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

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

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

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

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

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

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

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

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

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

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

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

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

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

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

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

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

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

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

11. DADE COUNTY E-VERIFY AFFIDAVIT

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. In accordance with Executive Order 11-116, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection.

12. PAYPARITY AFFIDAVIT
(Resolution R-1072-17)

All persons or entities contracting with Miami-Dade County shall provide an affidavit indicating compliance with all requirements stated below.

1. *The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d));*
 2. *Section 448.07 of the Florida Statutes;*
 3. *Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.);*
 4. *Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.);*
 5. *Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.); and*
 6. *Any other laws prohibiting wage rate discrimination based on sex.*
-

13. MIAMI-DADE COUNTY SUSPECTED WORKERS' COMPENSATION FRAUD AFFIDAVIT
(Resolution No. R-919-18)

All persons or entities contracting with Miami-Dade County shall provide an affidavit indicating compliance with all requirements stated below.

I, hereby affirm that this firm pledges to provide written notice and disclosures to all workers, on how to report any suspected workers' compensation fraud to the State of Florida Bureau of Workers' Compensation Fraud, and is in compliance with, agrees to continue to comply with, and assure that any subcontractor or third party contractor shall comply with all applicable requirements.

AFFIRMATION

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

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

Patrick H. Carr
(Signature of Affiant)

December 6, 2019
(Date)

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

NOTARY PUBLIC INFORMATION

Notary Public –
State of: Florida

State

Miami-Dade

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 6th day of December 2019.

by Patrick H. Carr

He or she is personally known to me

Or has produced identification

Type of Identification Produced

Christine Mendez
Signature of Notary Public

GG 037935

(Serial Number)

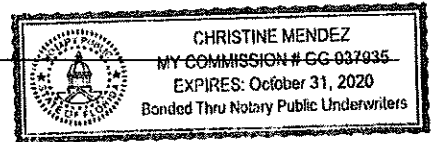
Christine Mendez

Print or Stamp of Notary Public

October 31, 2020

Expiration Date

Notary Public Seal
(When applicable)



210

COLLUSION AFFIDAVIT

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

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

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

I state that the Proposer of this contract:

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

OR

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

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

By: *Patrick H. Carr*
Signature of Affiant

May 10, _____ 20 19
Date

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

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

Poole & Kent Company of Florida
Printed Name of Firm

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

SUBSCRIBED AND SWORN TO (or affirmed) before me this 10th day of May, 2019

He/She is personally known to me or has presented _____ as identification.
(Type of identification)

Wendy Campbell
Signature of Notary

GG 042253
Serial Number

Wendy Campbell
Print or Stamp Name of Notary

February 1, 2021
Expiration Date

Notary Public -- State of Florida



Miami-Dade County

Solicitation DB18-WASD-02

DEBARMENT DISCLOSURE AFFIDAVIT

Date: January 11, 2019

Design-Build Services for the Construction of South and Central Wastewater Treatment Plants
Project Name: Sludge Thickening and Dewatering Buildings, ISD Project No. DB18-WASD-02

State of Florida

County of Miami-Dade

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

Poole & Kent Company of Florida
(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the proposer, located at 1781 N.W. North River Drive, Miami, FL 33125 that said proposer, or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

Witness: [Signature]
Signature

Witness: [Signature]
Signature

Witness: [Signature]

By: [Signature]
Legal Name & Title

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 11th day of January, 2019.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

by Patrick H. Carr having the title of President & CEO

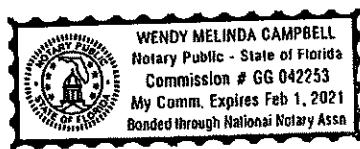
with Poole & Kent Company of Florida
Delaware

a Florida Corporation a partnership a joint venture
on behalf of corporation partnership joint venture

He/She is personally known to me, or
 has produced _____ as identification

Notary Signature: [Signature]

Type or Print Name: Wendy Campbell

Notary Seal: 

Miami-Dade County

Solicitation DB18-WASD-02

CRIMINAL RECORD AFFIDAVIT

Date: January 11, 2019

Design-Build Services for the Construction of South and Central Wastewater Treatment Plants
Project Name: Sludge Thickening and Dewatering Buildings, ISD Project No. DB18-WASD-02

State of Florida

County of Miami-Dade

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

(Legal Name, Corporation, Partnership, Firm, Individual) hereinafter called the bidder or proposer, located at 1781 N.W. North River Drive, Miami, FL 33125 and that said bidder or proposer, as of the date of this bid or proposal submission:

[X] has not been convicted of a felony during the past ten (10) years, nor does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

[] has been convicted of a felony during the past ten (10) years, or does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Witness: [Signature] Signature

Witness: [Signature] Signature

Witness: [Signature] Signature

By: Patrick H. Carr President & CEO Legal Name & Title

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 11th day of January, 2019.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Patrick H. Carr having the title of President & CEO

with Poole & Kent Company of Florida Delaware

[X] a Florida Corporation [] a partnership [] a joint venture on behalf of [] corporation [] partnership [] joint venture

He/She is [x] personally known to me, or [] has produced _____ as identification.

Notary Signature: [Signature]

Type or Print Name: Wendy Campbell

Notary Seal: WENDY MELINDA CAMPBELL Notary Public - State of Florida Commission # GG 042253 My Comm. Expires Feb 1, 2021 Bonded through National Notary Assn

11/13/2018 7:53 AM

p. 112

Miami-Dade County

Solicitation DB18-WASD-02

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. DB18-WASD-02 for Miami-Dade County.
2. This sworn statement is submitted by Poole & Kent Company of Florida whose (name of entity submitting sworn statement) business address is 1781 N.W. North River Drive, Miami, FL 33125 and (if applicable) its Federal Employer Identification Number (FEIN) is 75-3163466. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Patrick H. Carr and my relationship with the entity named (please print name of individual signing) above is President & CEO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), "Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

Page 1 of 3

Miami-Dade County

Solicitation DB18-WASD-02

employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)



 (Signature)

Date: January 11, 2019

Miami-Dade County

Solicitation DB18-WASD-02

SUBSCRIBED AND SWORN TO (or affirmed) before me on January 11, 2019 (Date)

by Patrick H. Carr, President & CEO He/She is personally known to me or has presented
(Affiant)

as identification.

(Type of Identification)

W.C.
(Signature of Notary)

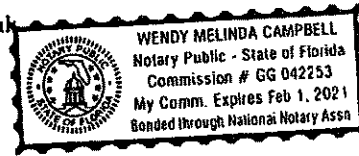
GG 042253
(Serial Number)

Wendy Campbell
(Print or Stamp Name of Notary)

February 1, 2021
(Expiration Date)

Notary Public Florida
(State)

Notary Seal



W.C.

Miami-Dade County
Miami-Dade County

Solicitation DB18-WASD-02


Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : DB18-WASD-02 Federal Employer Identification Number (FEIN): 75-3163466
 Contract Title: Design-Build Services for the Construction of South and Central Wastewater Treatment Plants Sludge Thickening and Dewatering Buildings

Patrick H. Carr President & CEO 
 Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Poole & Kent Company of Florida January 11, 2019
 Name of Firm Date
1781 N.W. North River Drive, Miami Florida 33125
 Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 11th day of January 2019

by Patrick H. Carr, President & CEO He or she is personally known to me or has produced identification

Type of identification produced _____

 GG 042253
 Signature of Notary Public Serial Number

Wendy Campbell February 1, 2021
 Print or Stamp of Notary Public Expiration Date

