

Memorandum



Date: October 6, 2020

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", is written over the printed name of the Mayor.

Agenda Item No. 8(O)(4)

Resolution No. R-1011-20

Subject: Resolution Ratifying Action Related to Miami-Dade Water and Sewer
Department's Consent Decree and Capital Improvement Programs Acceleration
Ordinance pursuant to Section 2-8.2.12 of the Miami-Dade County Code

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the action of the County Mayor or County Mayor's designee, as authorized under Section 2-8.2.12 of the Miami-Dade County Code related to Miami-Dade Water and Sewer Department's (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance (WASD's Acceleration Ordinance) for the funded project identified below and on Exhibit A, as attached.

Capital Improvement Project

Item 1 – Recommendation awarding Construction Contract to Furnish and Install 36-inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements, Contract No. W-947. This item requests ratification of a contract in the total amount not to exceed \$12,802,729.51 with a total contract period 501 days to Acosta Tractors, Inc.

Scope

The commission district of the project location is noted in Exhibit A. The projects awarded through WASD's Acceleration Ordinance have a countywide impact.

Fiscal Impact/Funding Source

The fiscal impact and funding source for this project is detailed in Exhibit A and the other accompanying attachments.

Track Record/Monitoring

WASD's Deputy Director, Capital Improvement Program, Hardeep Anand will oversee the implementation of this project.

Due Diligence/Safety Information

Due diligence was conducted by WASD and the Internal Services Department in accordance with ISD's Procurement Guidelines to determine responsibility, including verifying corporate status, performance, safety record including Occupational Safety and Health Administration (OSHA) records, 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 related to the contractor's responsibility. This information is being provided pursuant to Resolution No. R-187-12.

Background

On September 3, 2014, the Board approved Ordinance No. 14-77 authorizing the County Mayor or County Mayor's designee to award contracts for funded capital projects and related goods and services, and to accelerate the approval of WASD's (1) Consent Decree projects and (2) projects identified in WASD Multi-Year Capital Plan's Capital Improvements Program without the need for prior Board approval but subject to ratification by the Board.

Exhibit A includes the details of the competitively bid award for which ratification is being requested. Exhibit A contains the information bulleted below for the contract award:

- Item Number
- Department Name
- Type of Solicitation
- Contract Type
- Contract No. / Project No.
- Project Name
- Firm Awarded
- Commission District
- Contract Amount
- Funding Source(s)
- Operations and Maintenance Costs
- Estimated Start Date/Estimated End Date
- Contract Measures: SBE Goods & Services; SBE-A/E; SBE-Construction; and CWP Program
- Brief Project Description

Attached as Exhibit B is the recommendation to award of the contract referenced in Item No. 1 in this memorandum. The contract listed is executed by the County Mayor or County Mayor's designee in accordance with WASD's Acceleration Ordinance. A copy is available from the Intergovernmental Affairs Division of the Miami-Dade Water and Sewer Department upon request.

Attachments



Jack Osterholt
Deputy Mayor

Exhibit A

Ratification of Contract Awards Authorized by the WASD Accelerate Ordinance

Item No.	Dept. Name	Type of Solicitation	Contract Type	Contract No. Project No.	Project Name	Firm Awarded	Commission District	Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date Est. End Date	Contract Measures				Brief Project Description
												SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	
1	WASD	County Bid Process	Construction Contract	Contract No. W-947	Furnish and Install 36-Inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements	Acosta Tractors, Inc.	District 2 (Jean Monestime)	\$12,802,729.51	Future WASD Revenue Bonds; WASD Revenue Bonds Sold; Water Renewal and Replacement Fund; Water Special Construction Fund (Project #: 967190 Water - Pipes and Infrastructure Projects)	Operations Cost: \$300,000 per year; and Maintenance Cost: \$300,000 per year	Estimated Notice to Proceed Date: 06/21/2020 Completion Date: 11/04/2021 (total contract period is 501 days)	N/A	N/A	N/A	N/A	This project consists of roadway improvements along State Road (SR) 916, which extends from NW 6 Avenue to SR 5/Biscayne Boulevard (the "FDOT" Portion), and installation of 13,210 linear feet (LF) of 36-inch Ductile Iron Pipe (DIP) water main and 1,300 LF of High-Density Polyethylene (HDPE) via Horizontal Directional Drilling (HDD) along the vicinity of NW 135 Street from NW 7 Avenue to NE 16 Avenue, including the Biscayne Canal crossing (the "Utility Portion").

Total Dollar Value of Award: \$12,802,729.51

Exhibit B

Memorandum



Date:

To: Kevin Lynskey, Director
Water and Sewer Department

From: *Alissa Penalosa*
Alissa Penalosa, Assistant Director
Intergovernmental and Internal Operations

Subject: Recommendation Approving Award of a Construction Contract for Furnish and Install 36-Inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements, Contract No. W-947

CLERK OF THE BOARD
2020 MAY 22 PM 12:09
CLERK, CIRCUIT & COUNTY
MIAMI-DADE COUNTY, FLA.
#1

RECOMMENDATION:

Pursuant to the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Code of Miami-Dade County, it is recommended that the County Mayor or County Mayor's designee approve this contract award recommendation to Acosta Tractors, Inc. (hereafter, "Acosta Tractors") for Contract No. W-947 to construct a 36-inch ductile iron pipe water main ("DIP") along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and Florida Department of Transportation (FDOT) State Road 916/NW/NE 135 Street Improvements. The total compensation amount is \$12,802,729.51 with a total contract term of 501 days. This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

DELEGATION OF AUTHORITY:

Pursuant to Section 2-8.2.12 of the Code of Miami-Dade County, the County Mayor or County Mayor's designee is authorized to amend and execute the Contract. Pursuant to the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee will have the authority to amend and/or extend the Contract to complete any unfinished work, waive liquidated damages, negotiate and settle claims, and execute change orders that do not exceed ten percent (10%) of the base contract amount.

PROJECT NAME:

Furnish and Install 36-Inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements

PROJECT DESCRIPTION:

This project is one in a series of projects that are being processed under Section 2-8.2.12 of the Code, entitled Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance. It includes a utility installation portion for WASD and a roadway improvements portion for FDOT, identified as Financial Project Number 429346-1-58-01, being done pursuant to a Joint Participation Agreement between Miami-Dade County and FDOT (See EXHIBIT "A", as attached).

The scope of work consists of: (1) roadway improvements along State Road (SR) 916, which extends from NW 6 Avenue to SR 5/Biscayne Boulevard (the "FDOT Portion"), and (2) installation of 13,210 linear feet (LF) of 36-inch Ductile Iron Pipe (DIP) water main and 1,300 LF of High-Density

Polyethylene (HDPE) via Horizontal Directional Drilling (HDD) along the vicinity of NW 135 Street from NW 7 Avenue to NE 16 Avenue, including for the Biscayne Canal crossing (the "Utility Portion").

The FDOT Portion of the work involves milling and resurfacing along SR 916/NW 135 Street from NW 6 Avenue to SR 5/Biscayne Blvd. The roadway component also includes but is not limited to Type SP overbuild of varying thickness from STA 15+00 to STA. 36+21.79 and from STA. 37+81.85 to STA. 132+00; bridge expansion joint replacement/rehabilitation; construction of new curb ramps, medians, concrete islands, concrete pad and sidewalks; signalization, including pedestrian signal heads and loop detectors; signing and pavement markings; maintenance of traffic; and other relevant tasks required for the successful completion of the project.

The Utility Portion of the work consists of furnishing and installing approximately 13,210 LF of 36-inch DIP water main along 135 Street from NW 7 Avenue to NE 16 Avenue, including 1,300 LF of HDPE via HDD for the Biscayne Canal crossing, valves and fittings. It also includes the furnishing and installation of 25 LF of 24-inch DIP, 35 LF of 8-inch DIP, 70 LF of 6-inch DIP, valves and fittings for water mains. In addition, the Utility Portion includes, but is not limited to, furnishing and installing the 36-inch, 24-inch, 8-inch and 6-inch pipes with restrained joints where required; valves; automatic air release valve assemblies; and making a connection to an existing 24-inch water main at the intersection of NW 135th Street and NW 6th Court. This connection will be made by installing a 24-inch mechanical joint solid sleeve restrained. It also includes a connection at the intersection of NW 135th Street and NE 16th Avenue to an existing 48-inch Prestressed Concrete Cylinder Pipe (PCCP). This connection will be performed using a 48 x 36 inches tapping sleeve with a 36-inch tapping valve. Ductile iron pipe sections will be installed via Open Cut method. Work also includes all cleaning, disinfecting and testing of the proposed water mains. The use of commercial divers will be required for the HDD installation of the proposed pipe.

The overall project requires preparation of Maintenance of Traffic (MOT) plans; providing off-duty police for traffic control as may be required by WASD or governing authorities; permanent pavement restoration and full width milling and asphalt overlay of existing roadways; and replacement of pavement markings. Ancillary work includes, among other things, all permitting; dewatering; storm water pollution prevention; removal of unsuitable soils and installation of suitable backfill material where required; replacement of sod and shrubs; tree protection, trimming, and root pruning; dewatering; and site restoration.

PROJECT LOCATION:

Along SR 916/NW 135 Street from NW 6 Avenue to SR 5/Biscayne Blvd, Section 19, 20, 23-26, 29 & 30, Township 52 S., Range 41 & 42 E., in Miami-Dade, Florida.

SMALL BUSINESS DEVELOPMENT (SBD)

SUBMITTAL DATE: 05/10/2019

SIGNOFF DATE: 05/17/2019

SBD REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES: (See EXHIBIT "B", as attached)

TYPE	GOAL	COMMENT
SBE – Construction	N/A	No measure is appropriate for this contract due to the funding source, because this project is federally funded.

SBE - Goods and Services	N/A	No measure is appropriate for this contract due to the funding source because this project is federally funded.
CWP	N/A	CWP is not applicable because the project is being partially funded with federal funds.

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

General Engineering Contractor, State Underground Utility, Pipeline and/or other categories as applicable by Chapter 489 of the Florida Statutes or Chapter 10 of Miami-Dade County Code.

SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):

(See EXHIBIT "C", as attached)

FIRM NAME	SUBCONTRACTOR OR SUPPLIER	SCOPE OF WORK OR MATERIALS & SERVICES
General Asphalt, Inc.	Subcontractor	Asphalt Paving
Centerline Drilling, Inc.	Subcontractor	Horizontal Direction Drilling
P&J Stripping, Inc.	Subcontractor	Signage & Pavement Markings
Jack's Concrete	Subcontractor	Concrete Flat Work
Ferguson Waterworks	Supplier	Piping Supplier
Reyes Electric, Inc.	Subcontractor	Street Lighting

APPLICABLE WAGES: Yes

MANDATORY CLEARING HOUSE: No

PRIMARY COMMISSION DISTRICT: District 2, Jean Monestime

APPROVAL PATH:

Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance Section 2-8.2.12 of the Code of Miami-Dade County.

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

FISCAL IMPACT / FUNDING SOURCE: (See EXHIBIT "D", as attached)

Capital Budget Project No. & Description:

967190 WATER – PIPES AND INFRASTRUCTURE PROJECTS, Book Page: 73, Volume #3, Funding Year: Adopted Budget Book for FY 2019-20, Prior Years' Funds through FY2024-25 Funds

Funding Sources:

Future WASD Revenue Bonds
 WASD Revenue Bonds Sold
 Water Renewal and Replacement Fund
 Water Special Construction Fund

OPERATIONS COST IMPACT/FUNDING: \$300,000 per year for the Utility Portion. The funding source for the operating impact is WASD Operating Revenues.

MAINTENANCE COST IMPACT/FUNDING: \$300,000 per year for the Utility Portion. The funding source for the operating impact is WASD Operating Revenues.

LIFE EXPECTANCY OF ASSET: 50 years

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

SUSTAINABLE BUILDINGS ORDINANCE: (Ord. No. 07-65)
 This project does not qualify for compliance with the Sustainable Buildings Ordinance.

TOTAL CONTRACT PERIOD:
 The total contract period is 501 days, which includes a contract term of 455 days and a contingency period of 46 days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$ 10,871,644.37

BASE CONTRACT AMOUNT: \$ 11,672,395.29

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):

Type	AMOUNT	PERCENT
INFRASTRUCTURE	\$ 773,940.20	6.63%

DEDICATED ALLOWANCES:

FOR REQUIRED PERMITS AND PERMIT FEES	\$264,000.00	2.26%
FOR ADDITIONAL SUPPLEMENTAL COSTS FOR THE INSTALLATION OF DUCTILE IRON PIPE IN CONTAMINATED AREAS	\$15,000.00	0.13%
FOR REQUIRED PERMITS AND PERMIT FEES	\$77,394.20	0.66%

TOTAL DEDICATED ALLOWANCE: \$ 356,394.02

TOTAL CONTRACT AMOUNT: \$ 12,802,729.51

SEA LEVEL RISE (Ord. No. 14-79):

The impact of sea level rise has been considered as part of the design.

TRACK RECORD / MONITOR/SBD HISTORY OF VIOLATIONS:

Due diligence was conducted by WASD and the Internal Services Department (ISD) in accordance with ISD's Procurement Guidelines to determine responsibility, including verifying corporate status, safety, 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 related to Acosta Tractor. This information is being provided pursuant to Resolution R-187-12.

EXPLANATION:

On August 1, 2019, WASD received and opened twelve (12) bids in response to an advertisement for an open competitive solicitation for Contract No. W-947. (See Bid Tabulation, attached as EXHIBIT "E"). Two of the bids were determined to be not responsible. The bids submitted are summarized as follows:

<u>Company Name</u>	<u>Total Bid (*)</u>	
V Engineering & Consulting, Inc.	\$11,317,000.00	(**)
RP Utility & Excavation, Inc.	\$11,841,831.91	(**)
Acosta Tractors, Inc.	\$12,802,729.51	– Lowest Responsive & Responsible
David Mancini & Sons, Inc.	\$13,091,603.88	
Ric-Man Construction Florida, Inc.	\$13,198,723.92	
Ric-Man Construction, Inc.	\$13,251,403.00	
Metro Equipment Services, Inc.	\$13,495,336.76	
Ric-Man International, Inc.	\$13,895,515.94	
Lanzo Construction Co. Florida	\$13,972,027.54	
Ferreira Construction Southern Division	\$14,705,863.49	
American Pipeline Construction, Inc.	\$16,319,879.19	
Metro Express, Inc.	\$18,419,130.98	

(*) Total Bid (includes contingency & dedicated allowances)

(**) Bidder Determined to be Not Responsible)

While bids were being evaluated, post-bid responsibility issues arose with regard to the low bidder, V Engineering & Consulting, Inc., which led to disqualification of this firm from consideration for this award. After a Responsibility Review was conducted with the second lowest bidder, RP Utility & Excavation, Inc., it was concluded that the firm did not meet the minimum contractor experience qualifications, as advertised, and could not be considered for award. Consequently, a Bid Review Meeting was conducted with the third lowest bidder, Acosta Tractors. Acosta Tractors was determined to be qualified and was declared the lowest responsive and responsible bidder. (See EXHIBIT "F" for details regarding the responsibility determinations for V Engineering & Consulting, Inc. and RP Utility & Excavation, Inc.).

Pursuant to the SBD Project Worksheet, no contract measures were assigned due to the funding source; however, the three lowest bids were forwarded to Internal Services Department's (ISD) Division of Small Business Development (SBD), which confirmed in a February 26, 2020 email that, based on the partial funding source for the project, a Compliance Review is not required. (See EXHIBIT "G", as attached).

After bids were submitted, the bid submittals from the lowest three (3) bidders were provided to the project's Engineer of Record, A & P Engineers, for their review and evaluation. In correspondence to the Department dated October 28, 2019, the project's Engineer of Record confirmed that Acosta Tractors meets the required minimum experience qualifications, possesses adequate resources and has completed reference projects for both the Department and FDOT. (See EXHIBIT "H", as attached).

ISD's Capital Improvements Information System (CIIS) database contains thirteen (13) contractor evaluations for Acosta Tractors. Two (2) of the reviews were interim evaluations. The average overall rating for Acosta Tractors was 3.4 points out of a possible 4 points. (See EXHIBIT "I", as attached).

Since the original estimate was almost a year old and due to the time which elapsed in the evaluation of bids, the Department requested that the Engineer of Record (EOR) perform an update of the project estimate, including but not limited to, the impact of current County wages and increases in material costs based on the current bidding environment. On April 4, 2020, the EOR transmitted an updated estimate, which revised the total estimate from \$11,899,163.91 (\$10,871,644.37 base estimate) to \$12,906,598.04 (\$11,807,622.20 base estimate). (See EXHIBIT "J", as attached)

It is recommended that the project be awarded to Acosta Tractors, Inc., the lowest responsible, responsive bidder, whose base bid of \$11,672,395.29 is approximately 1.15% below the Engineer of Record's updated base estimate of \$11,807,622.20.

The Contract, Collusion Affidavit and the Firm's Responsibility Affidavit (also called "Combined Affidavit") executed by Acosta Tractors are attached as EXHIBIT "K", EXHIBIT "L" and Exhibit "M", respectively.

SUBMITTAL DATE:	08/01/2019
ESTIMATED NOTICE TO PROCEED:	06/21/2020
PRIME CONTRACTOR:	Acosta Tractors, Inc.
COMPANY PRINCIPAL:	Felix Acosta
COMPANY QUALIFIERS:	Felix Acosta
EMAIL ADDRESS:	facosta@acostatractors.com
COMPANY ADDRESS:	11986 NW 97 Avenue Hialeah Gardens, FL 33018
YEARS IN BUSINESS:	46 years
PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST FIVE (5) YEARS:	

According to the Firm History Report (attached as EXHIBIT "N") provided by the Internal Services Department, Division of Small Business Development, Acosta Tractors, Inc. has not been awarded a construction contract in the past five (5) years with the County. However, they were awarded a subcontract in 2017 with a total value of \$3,350,000.00.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes

In addition to licensing requirements, bidders shall demonstrate relevant minimum experience by submitting proof with their bid contract experience as required below:

- a) Bidder shall provide a minimum of five (5) years of experience, under its current business name, in the construction of roadway / horizontal projects of similar scope and scale involving public right-of-way, construction / installation / repair / replacement of water main distribution systems and/or sanitary sewer collection systems, and maintenance of vehicular traffic, supported by references for five (5) projects completed within the past five (5) years.
- b) Since Florida Department of Transportation (FDOT) requires on their contracts, all bidders shall be prequalified by FDOT on 50% of the work, the same shall apply to bidders on this project.
- c) Bidders shall demonstrate that it has full-time personnel with the necessary experience to perform the project's scope of work

CONTRACT MANAGER NAME/PHONE/EMAIL:

Isaac Smith / 786-552-8255 / Isaac.Smith@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL:

Carlos Benavides / 786-552-4361 / Carlos.Benavides@miamidade.gov

BACKGROUND:

The Florida Department of Transportation (FDOT) and Miami-Dade Water and Sewer Department (WASD) continuously perform coordination of both entities' capital improvement plans to minimize disruption to residents and maximize cost efficiencies in project execution. FDOT has jurisdiction over and maintains State Road (SR) 916/NW-NE 135 Street in Miami-Dade County. FDOT requires construction of roadway improvements along SR 916 from NW 6 Avenue to SR 5/Biscayne Boulevard, Financial Project Number 429346-1-58-01. WASD proposes to install approximately 13,210 linear feet of 36-inch ductile iron pipe water main, including 1,300 linear feet of High Density Polyethylene via horizontal directional drilling along 135 Street from NW 7 Avenue to NE 16 Avenue. Therefore, in the interest of the betterment and minimizing impact to the public FDOT and Miami-Dade County entered into a Joint Participation Agreement (JPA).

The Board of County Commissioners approved the execution of the JPA between Miami-Dade County and FDOT for a joint utility and roadway improvement project at its meeting held on June 4, 2019. Pursuant to the agreement the FDOT will reimburse Miami-Dade County the cost of the roadway improvement project along State Road 916/NW-NE 135 Street, in an amount not to exceed \$4,651,568.19.

Kevin Lynskey, Director
Contract No. W-947
Page 8

SIGNATURE PAGE

FURNISH AND INSTALL 36-INCH D.I.P WATER MAIN ALONG NW/NE 135 STREET,
FROM NW 7 AVENUE TO NE 16 AVENUE AND
FDOT STATE ROAD 916/NW/NE 135 STREET IMPROVEMENTS
Project No: N/A ; Contract No.: W-947

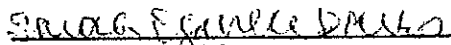


JENNIFER MOON
OMB DIRECTOR

5/20/2020

DATE

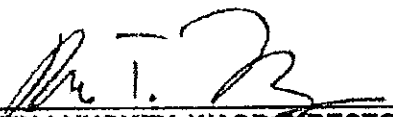
APPROVED AS TO LEGAL
SUFFICIENCY



SARAH E. DAVIS
ASSISTANT COUNTY ATTORNEY

5/21/20

DATE



KEVIN LYNSEY, WAS DIRECTOR
ON BEHALF OF MAYOR CARLOS A. GIMENEZ

5/6/20

DATE

**Department Funded Agreement
Between
State of Florida Department of Transportation
And
Miami-Dade County**



THIS DEPARTMENT FUNDED AGREEMENT ("Agreement") is made and entered into this 19th day of June, 2019, (hereinafter, the "Effective Date") by and between the State of Florida Department of Transportation, a component agency of the State of Florida, (hereinafter referred to as the "DEPARTMENT or FDOT"), and Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY" and collectively, the "Parties").

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road (S.R.) 916/N.W.-N.E. 135 Street in the COUNTY; and

WHEREAS, the DEPARTMENT requires construction of Roadway Improvements along S.R. 916, which extends from N.W. 6 Avenue to S.R. 5/Biscayne Boulevard ("Roadway Improvements"); and

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (WASD), proposes to install approximately 13,210 linear feet of 36-inch Ductile Iron Pipe and 1,300 linear feet of High Density Polyethylene via horizontal directional drilling along the vicinity of N.E. 135 Street from N.W. 7 Avenue to N.E. 16 Avenue ("WASD Facilities"); and

WHEREAS, the DEPARTMENT and the COUNTY, in the interest of the betterment and impact to the public, have agreed that it would be more cost and time effective for the COUNTY to undertake the Roadway Improvements concurrently with the WASD Facilities; and

WHEREAS, the DEPARTMENT has agreed to reimburse the COUNTY for the COUNTY to conduct such Roadway Improvements (hereinafter referred to as the 'PROJECT'), the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 429346-1-58-01, and has agreed to reimburse the COUNTY for maximum eligible PROJECT costs, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to administer, supervise, implement, evaluate and inspect all aspects of PROJECT; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable federal, state and local laws, rules, regulations, guidelines and standards.
- b. The COUNTY shall submit this Agreement to its Board of County Commissioners for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "D", 'County Resolution', and is herein incorporated by reference.
- c. The COUNTY shall procure, administer, supervise, implement, evaluate and inspect all aspects of PROJECT until completion, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before August 2, 2020, unless extended by mutual agreement of the Parties, said agreement not to be unreasonably withheld. All aspects of the PROJECT are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.
- d. The DEPARTMENT shall submit to the COUNTY design documents for PROJECT procurement in accordance to COUNTY requirements. Any changes necessary to the PROJECT design during construction will be the responsibility of the DEPARTMENT.
- e. The DEPARTMENT must first review and approve PROJECT plans modifications; within a reasonable timeframe proposed by the COUNTY, said approval not to be unreasonably withheld.
- f. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove COUNTY employment of same. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including but not limited to, consulting or construction contracts or amendments hereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT, such approval not to be unreasonably withheld. The DEPARTMENT specifically reserves the right to review all proposed PROJECT bid packages submitted prior to the COUNTY's advertisement of the same. The COUNTY shall provide to the DEPARTMENT copies of all fully executed PROJECT contracts.
- g. The supervisor of the COUNTY department procuring a consultant contract shall certify to the DEPARTMENT that the Consultant Selection Process by the COUNTY in procuring any consultant contract for engineering, architecture or surveying services entered into by the COUNTY for purposes of performing its

duties under this Agreement has been accomplished in compliance with the Consultant's Competitive Negotiation Act (**Chapter 287.055, F.S.**)

- h. The supervisor of the COUNTY department procuring the purchase of commodities or contractual services shall certify to the DEPARTMENT that the purchase of commodities or contractual services by the COUNTY exceeding the Threshold Amount for CATEGORY FIVE, per **Chapter 287.017 F.S.** for purposes of performing its duties under this Agreement has been accomplished in full compliance with the provisions of **Chapter 287.057 F.S.**
- i. The supervisor of the COUNTY department procuring construction services shall award the construction to a DEPARTMENT prequalified contractor, which is the responsible and responsive vendor who submits the lowest responsive bid, in accordance with applicable county, state and federal statutes, rules, and regulations. The COUNTY must comply with the requirements of Section 255.0991, F.S. in the procurement of construction services, unless the COUNTY's contribution is in excess of fifty percent of the total project costs.
- j. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- k. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The COUNTY will make the good faith efforts to obtain the DEPARTMENT input in its decisions. Any additional work associated with the PROJECT shall be reviewed and approved by the DEPARTMENT prior to the COUNTY agreeing to, or commencing, the additional work.
- l. The DEPARTMENT shall reimburse the COUNTY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement. The DEPARTMENT shall not reimburse the COUNTY for any additional costs associated with utility conflicts not included in the PROJECT.
- m. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- n. Due to potential safety, operational and bus transportation impacts, the COUNTY shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.
- o. The COUNTY shall contract a consultant to provide Construction Engineering and Inspection (CEI) services as defined in Exhibit "C", 'Construction Engineering and Inspection Scope of Services', and in accordance with the requirements and provisions of Paragraph 16 herein. The COUNTY shall administer, supervise, implement, evaluate and inspect all aspects of the PROJECT until completion, and shall, prior to commencement of construction, provide the necessary PROJECT CEI services for all work within DEPARTMENT right of way, in accordance with the provisions of this

agreement. The DEPARTMENT shall be named third-party beneficiary of the CEI contract.

- p. The COUNTY shall provide the DEPARTMENT within a reasonable time period to review and approve proposed PROJECT bid packages prior to the COUNTY's advertisement of the same. Such approval shall not be unreasonably withheld. The Project bid package shall be considered approved by the DEPARTMENT if the DEPARTMENT does not respond in writing within the reasonable timeframe provided by the COUNTY.
- q. The COUNTY shall be required to obtain necessary utility permits prior to commencement of the PROJECT, in accordance with the DEPARTMENT Utility Accommodation Manual. The COUNTY shall also be required to obtain all environmental permits that may be required by the PROJECT, prior to commencement of construction, at the COUNTY's cost and expense.
- r. The COUNTY agrees to comply with Section 20.055(5), F.S., and to incorporate in all contracts and subcontracts the obligation to comply with Section 20.055(5), F.S.
- s. The DEPARTMENT shall be responsible for costs incurred necessary for Project work performed on or near a railroad.

3. FINANCIAL PROVISIONS AND MANNER OF REIMBURSEMENT

- a. Eligible PROJECT costs shall not exceed FOUR MILLION SIX HUNDRED AND FIFTY-ONE THOUSAND FIVE HUNDRED AND SIXTY-EIGHT AND 19/100 (\$4,651,568.19), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional funding shall be executed prior to such costs being incurred.
- b. The DEPARTMENT agrees to compensate the COUNTY for services described in Exhibit "A" - 'Scope of Services'. The Method of Compensation is outlined in Exhibit "B" - 'Financial Summary'.
- c. The COUNTY shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number 429346-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - 'Scope of Services'. (Section 287.058(1)(d) and (e), F.S.)
- d. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A" - 'Scope of Services'. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (Section 287.058 (1)(a), F.S.)
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for

evaluating successful completion as specified in Exhibit "A"-'Scope of Services' was met.

- f. There shall be no reimbursement for travel expenses under this Agreement.
- g. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) business days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained shall be forfeited at the end of the Agreement term. (**Section 287.058(1)(h), F.S.**)
- h. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (**Section 215.422(1), F.S.**)
- i. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (**Section 215.422(3)(b), F.S.**)
- j. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (**Section 215.422(5) and (7), F.S.**)
- k. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is

made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. **(Section 287.058(4), F.S.)**

- I. In the event this contract is for services in excess of twenty-five thousand dollars (\$25,000.00) and a term for a period of more than one (1) year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of twenty-five thousand dollars (\$25,000.00) and which have a term for a period of more than 1 year.

- m. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. **(Section 216.311, F.S.)**

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. INDEMNIFICATION

The COUNTY is subject to the provisions and limitations of section 768.28, Florida Statutes. To the extent provided by law, the COUNTY shall indemnify, defend and hold harmless the DEPARTMENT against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the COUNTY, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the performance of the Agreement by the COUNTY, to the extent and within the limitations of section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the COUNTY to indemnify the DEPARTMENT for the negligent acts or omissions of the DEPARTMENT, its officers, agents or employees, or for the acts of third parties.

The DEPARTMENT is subject to the provisions and limitations of section 768.28, Florida Statutes. To the extent provided by law, the DEPARTMENT shall indemnify, defend and hold harmless the COUNTY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of

the DEPARTMENT, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the performance of the Agreement by the DEPARTMENT, to the extent and within the limitations of section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the COUNTY to indemnify the DEPARTMENT for the negligent acts or omissions of the DEPARTMENT, its officers, agents or employees, or for the acts of third parties.

6. INDEMNIFICATION BY CONTRACTOR, INSURANCE, AND BONDS

The COUNTY shall cause any contractor performing work on the PROJECT (hereinafter, the "Contractor") to indemnify and hold harmless the COUNTY and the DEPARTMENT and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and the DEPARTMENT or their 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 the PROJECT by the Contractor or its employees, agents, servants, partners principals or subcontractors, unless due to the sole negligence of the DEPARTMENT and/or the COUNTY, as rendered in a final non-appealable judgment by a court of competent jurisdiction. The indemnification and hold harmless agreement ("Indemnification") shall require the Contractor to pay all claims and losses in connection therewith and shall require the Contractor to investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY and the DEPARTMENT, where applicable, including appellate proceedings, and shall further require the Contractor to pay all costs, judgments, and attorney's fees which may issue thereon. The Indemnification must state that the Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY and the DEPARTMENT or their officers, employees, agents and instrumentalities as herein provided.

The Contractor shall be required to furnish to the DEPARTMENT, Certificate(s) of Insurance which indicate insurance coverage, at minimum, as specified in Section 7-13 of the DEPARTMENT Standard Specifications for Road and Bridge Construction. The DEPARTMENT and the COUNTY shall each be named as additional insured.

As to the DEPARTMENT, the certificate must read as follows:

State of Florida, Department of Transportation
1000 N.W. 111 Avenue
Miami, FL 33172
Attn: District Secretary

Additionally, the COUNTY shall require the COUNTY'S contractor to post a payment and performance bond in accordance with applicable law. The DEPARTMENT shall be named as obligee under the bonds.

The COUNTY shall provide proof of the insurance and bonds to the DEPARTMENT prior to commencement of construction.

7. E-VERIFY

The COUNTY shall:

(i.) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the Agreement; and

(ii.) Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. (**Executive Order Number 2011-02**).

8. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

9. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

10. RESTRICTIONS ON LOBBYING

No funds received pursuant to this Agreement may be expended for lobbying the legislature, the judicial branch, or a state agency.

11. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications, which are required to be served or given hereunder, shall be in writing (electronically delivery – receipt requested, hand-delivered or sent by either registered or certified U.S. mail, return receipt requested postage prepaid), addressed to the Party to receive such notices as follows:

To DEPARTMENT:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172-5800
Attn: Joan Fabian
Project Oversight Manager
Phone: (305) 968-4921
Fax: (305) 470-5480

To COUNTY:

Miami-Dade County
Water & Sewer Department
3071 SW 38th Avenue
Miami, Florida 33146-1520
Attn: Vincent Morello
Asst. Director, Engineering & Construction
Phone: (786) 552-4420;
Fax: (786) 469-5580

- b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.
- c. Electronic mail (email) communications to and from the DEPARTMENT regarding this Agreement, return receipt requested, are acceptable if addressed to or received from the two (2) email addresses listed below. Changes to these email addresses, if any, shall be issued by the respective party to the other in writing:

- 1. DEPARTMENT: Nathaniel.Pulido@dot.state.fl.us
- 2. COUNTY: Vincent.Morello@miamidade.gov

12. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before **August 02, 2020**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless prior to expiration an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

13. PUBLIC RECORDS

The COUNTY shall allow public access to all documents, papers, letters, or other material subject to provisions of **Chapter 119, FS**, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

14. VENUE

This Agreement shall be governed by the laws of the State of Florida. Any provision thereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Miami-Dade County, Florida.

15. JOINT PREPARATION

The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.

16. CEI REQUIREMENTS / PROVISIONS

The COUNTY shall hire a qualified consultant to provide Construction Engineering and Inspection ("CEI") services required for contract administration, inspection, and materials sampling and testing for the PROJECT. Material testing shall be undertaken in coordination with, and at the DEPARTMENT's materials lab. This consultant shall be tasked with providing CEI services for the PROJECT as indicated in Exhibit "C" attached hereto. The CEI will report to the COUNTY Project Manager and shall provide progress reports to the Department representative, or designee, and shall be pre-qualified in the major type of work 10.1 per **FAC Chapter Rule 14-75**.

The DEPARTMENT shall participate in an assessment of the CEI provider selected by the COUNTY and review proposed man-hour estimates and staffing submitted by the CEI for the PROJECT. The CEI scope of services is hereby referenced as Exhibit "C", 'Construction Engineering and Inspections Scope of Services.' All CEI services for the PROJECT shall be performed in accordance with the DEPARTMENT's Construction Project Administration Manual (CPAM).

17. ADDITIONAL PROVISIONS

- a. The COUNTY shall be responsible for obtaining any licenses and harmonization agreements related to the PROJECT, which must be submitted to the DEPARTMENT for prior approval.
- b. The COUNTY shall only utilize the services of law enforcement officers when required by the DEPARTMENT'S Standard Specifications for Road and Bridge Construction.
- c. All PROJECT lane closures shall be requested in accordance with the DEPARTMENT's Lane Closure Information system.
- d. Upon completion of the PROJECT, the COUNTY shall continue to maintain all traffic signals, in accordance with the traffic signalization agreement between the PARTIES.
- e. The COUNTY shall hire a qualified consultant to provide Construction Engineering and Inspection ("CEI") services required for contract administration, inspection, and materials sampling and testing for the PROJECT. All CEI services for the PROJECT shall be performed in accordance with the FDOT Construction Project Administration Manual (CPAM). Please refer to section 9.0 (9.1, 9.3 & 9.4).
- f. The contractor shall provide CTQP qualified personnel/QC laboratory to perform QC sampling and testing.
- g. The CEI and the COUNTY shall provide CTQP qualified personnel/ Verification Laboratory to perform Verification sampling and testing.
- h. The District Materials Office will serve as the Resolution Laboratory.
- i. The FDOT MAC (Materials Acceptance and Certification) system shall be used for monitoring sampling and testing. Therefore, a non-standard Job Guide Schedule shall be created in MAC. Please contact Mr. Jean Moline at 954-677-7033 for any MAC training if needed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, on the day and year above written.

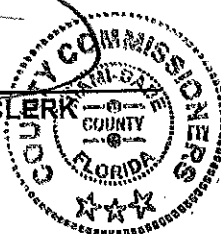
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION

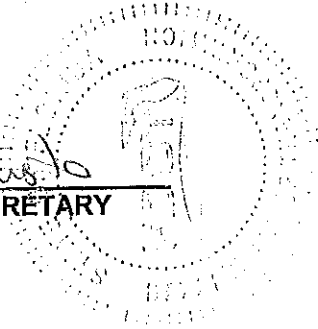
BY: 
COUNTY MAYOR

BY: 
DISTRICT SECRETARY

ATTEST: 
(SEAL) COUNTY CLERK



ATTEST: 
(SEAL) EXECUTIVE SECRETARY




COUNTY ATTORNEY

LEGAL REVIEW:

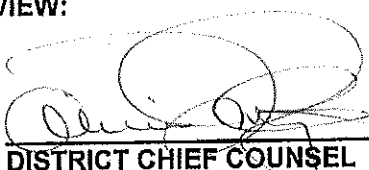

DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT Limits: SR-916/ N.W./ N.E. 135 Street from N.W. 6 Avenue to SR-5/ Biscayne Blvd.

FDOT Financial Project Number: 429346-1-58-01

County: Miami-Dade

FDOT Project Manager: Nathaniel V. Pulido (305) 470-5207

COUNTY Project Manager: Carlos Benavides (786) 552-1234

The COUNTY, through the Miami-Dade Water and Sewer Department, will construct and provide CEI services for the PROJECT in accordance with all applicable federal and state laws and regulations and in accordance with DEPARTMENT design and construction standards as set forth in the DEPARTMENT'S guidelines, standards, specifications, and procedures.

The scope of work is included in the construction plans and technical special provisions shall include, but not be limited to:

- Mill and resurface asphalt pavement on roadway and bridge
- Construct curb and gutter sodded medians
- Install lighting
- Install/replace signing
- Place new pavement markings
- Install reflective pavement markers (RPMs)
- Upgrade and install pedestrian signals
- Install permanent traffic monitoring sites (PTMS)
- Replace signal loop assemblies
- Replace and install pull boxes
- Adjust manholes, valve or meter boxes
- Replace sidewalk
- Construct driveways
- Replace curb and gutter
- Construct curb ramps
- Install curb ramps detectable warnings
- Replace drainage partials
- Provide maintenance of traffic, which includes incorporating temporary signalization
- Replace guardrail and place miscellaneous asphalt
- Replace bridge expansion joints
- Relocate trees
- Pressure wash bridge sidewalk and barrier walls
- Apply class 5 finish to bridge barrier walls
- Remove litter
- Sod and mow
- Coordinate with railroad coordinator, Ms. Ana Quero @ 305.470.5333
- Construction Engineering and Inspection ("CEI") services, in accordance with the scope of CEI Services as further described in Exhibit "C."

EXHIBIT "B"

FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are listed below:

Construction Cost Estimate:	\$4,021,486.72
CEI Cost Estimate:	\$ 530,101.47
Public Information Service Cost Estimate:	\$ 100,000.00
Total PROJECT Cost Estimate (Maximum Limiting Amount): ...	\$4,651,588.19

1.0 PURPOSE:

This Exhibit "B", 'Financial Summary' shall also serve to define the method of compensation to be made to the COUNTY for the services described in Exhibit "A", 'Scope of Services' and method for which payments will be made.

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", 'Scope of Services', the COUNTY shall be reimbursed up to the eligible project costs of \$4,651,588.29. The COUNTY shall not provide services that exceed the eligible project cost without an approved Amendment from the DEPARTMENT.

3.0 INVOICING AND PROGRESS REPORTS

3.1 Submit progress report(s) that: 1) describe the work performed; 2) adequately justify and support the payment requested; and 3) are in a format that is acceptable to the DEPARTMENT; and

3.2 Submit to the DEPARTMENT Invoice(s) on COUNTY forms and such other data pertaining to the PROJECT in support of the Invoice total; and

3.3 Comply with all applicable provisions of this Agreement.

The COUNTY may Invoice the DEPARTMENT on a monthly basis or other manner agreeable to both parties for the completed and approved work. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after Final Acceptance of the Project by the DEPARTMENT, unless such time period is extended by the parties.

4.0 INVOICE SUBMITTALS:

The COUNTY shall submit Invoices to the following DEPARTMENT staff and address for approval and processing:

Florida Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
Attn: Nathaniel V. Pulido, Project Manager
Phone: (305) 470-5207
Or electronically to: Nathan.pulido@dot.state.fl.us

EXHIBIT "C"
CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES

FOR

Financial Project ID(s): 429346-1-58-01

TABLE OF CONTENTS

1.0	PURPOSE:	3
2.0	SCOPE:	3
3.0	LENGTH OF SERVICE:	3
4.0	DEFINITIONS:	3
5.0	ITEMS TO BE FURNISHED TO THE CONSULTANT:	4
6.0	ITEMS FURNISHED BY THE CONSULTANT:	5
6.1	DOCUMENTS:	5
6.2	OFFICE AUTOMATION:	5
6.3	FIELD OFFICE:	ERROR! BOOKMARK NOT DEFINED.
6.4	VEHICLES:	5
6.5	FIELD EQUIPMENT:	6
6.6	LICENSING FOR EQUIPMENT OPERATIONS:	6
7.0	LIAISON RESPONSIBILITY OF THE CONSULTANT:	6
8.0	PERFORMANCE OF THE CONSULTANT:	6
9.0	REQUIREMENTS OF THE CONSULTANT:	7
9.1	GENERAL:	7
9.2	SURVEY CONTROL:	7
9.3	ON-SITE INSPECTION:	7
9.4	SAMPLING AND TESTING:	7
9.5	ENGINEERING SERVICES:	8
9.6	GEOTECHNICAL ENGINEERING:	11
10.0	PERSONNEL:	12
10.1	GENERAL REQUIREMENTS:	12
10.2	PERSONNEL QUALIFICATIONS:	12
10.3	STAFFING:	16
11.0	QUALITY ASSURANCE (QA) PROGRAM:	16
11.1	QUALITY ASSURANCE PLAN:	16
11.2	QUALITY ASSURANCE REVIEWS:	17
11.3	QUALITY RECORDS:	17
12.0	CERTIFICATION OF FINAL ESTIMATES:	18
12.1	FINAL ESTIMATE AND AS-BUILT PLANS SUBMITTAL:	18
12.2	CERTIFICATION:	18
12.3	OFFER OF FINAL PAYMENT:	18
13.0	AGREEMENT MANAGEMENT:	18
13.1	GENERAL:	18
13.2	INVOICING INSTRUCTIONS:	18
14.0	OTHER SERVICES:	19
15.0	POST CONSTRUCTION CLAIMS REVIEW:	19
16.0	CONTRADICTIONS:	19
17.0	THIRD PARTY BENEFICIARY:	19
18.0	COUNTY AUTHORITY:	19

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below. The CEI Agreement (for purposes of Exhibit "C", the "Agreement") shall be administered by the County.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Florida Department of Transportation (FDOT) manuals, and procedures.

The CEI Consultant shall exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT's Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the FDOT. Such FDOT manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the FDOT, County, and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The CEI services for each Construction Contract shall begin upon written notification to proceed by the County and concurrence of FDOT.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County and FDOT has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County, FDOT and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

4.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

- D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.
- E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. County: Miami-Dade County
- J. FDOT: Florida Department of Transportation
- K. District Construction Engineer: The administrative head of the FDOT District's Construction Offices.
- L. District Contract Compliance Manager: The administrative head of the FDOT District Contract Compliance Office.
- M. District Consultant CEI Manager: The FDOT Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- N. District Director of Transportation Operations: The FDOT Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- O. District Final Estimates Manager: The FDOT administrative head of the District Final Estimates Office.
- P. District Professional Services Administrator: The FDOT Administrative Head of the Professional Services Office.
- Q. District Secretary: The FDOT Chief Executive Officer in each of the FDOT's eight (8) Districts.
- R. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- S. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the FDOT.
- T. Public Information Office: The FDOT's office assigned to manage the Public Information Program.
- U. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- V. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the FDOT.

W.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY AND FDOT TO THE CONSULTANT:

- A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

- B. FDOT, as necessary, will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the FDOT prior to their use.
- C. FDOT will furnish and support the software packages for Site Manager.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Documents:

All applicable FDOT Department documents referenced herein shall be a condition of this Agreement. All FDOT Department documents, directives, procedures, and standard forms are available through the FDOT Department's Internet website. Most items can be purchased through the address below. All others can be acquired through the District Office or on-line at the FDOT's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220
<http://www.fdot.gov/construction/>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each Inspection staff with a laptop computer (or tablet) running FDOT's Site Manager application through Citrix connection using a mobile broadband connection at the jobsite.

All corresponding computer coding shall be input by Consultant personnel using equipment furnished by them.

The FDOT will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current FDOT technical specifications for office automation can be viewed at:
<http://www.fdot.gov/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the County's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 **REQUIREMENTS OF THE CONSULTANT:**

9.1 **General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County and direct the Contractor to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Inform the Construction Project Manager of any design defects, reported by the contractor or observed by the consultant.

9.2 **Survey Control:**

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Any questions or requests for "Waiver of Survey" should be directed to the District Final Estimates Manager.

9.3 **On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The FDOT will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with CPAM Section 10.6, Underwater Bridge Construction Inspection.

Inspect the Construction Contract with Financial Project Numbers 429346-1-58-01 in accordance with Article 5-9.1.1 of the Construction Contract Special Provisions as it pertains to the Witness Points and Hold Points specifications.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT's procedures.

9.4 **Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform

the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The FDOT will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to the County and FDOT during the same week that the construction work is done.

Transport samples to be tested in a FDOT laboratory to the appropriate laboratory or appropriate local FDOT facility.

Input verification testing information and data into the FDOT's database using written instructions provided by the FDOT.

9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County or FDOT for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for, the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting submit the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the FDOT's computer systems to the Construction Project Manager for approval.
- (2) Schedule and attend a Final Estimate Informational meeting with the County, FDOT and District Construction Final Estimates Office. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the County, FDOT and District Compliance Manager prior to the Pre-Construction Conference. The Resident Compliance Officer shall attend this meeting. In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.
- (4) Schedule and attend Site Manager/EDMS Informational meeting with the County, FDOT, and District Construction Office. Provide appropriate staff to attend and participate in this meeting. Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines posted on the FDOT's Department's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.
- (5) Schedule and conduct a meeting with the County and FDOT's District Construction Environmental Liaison prior to the Pre-construction

- conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's Inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the FDOT and County's guidelines.
 - (7) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
 - (8) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
 - (9) Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including FDOT, County, and other facilities.
Identify, review, and track progress of Joint Project Agreements, and/or other agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
 - (10) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
 - (11) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
 - (12) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with the County and FDOT's procedures.
 - (13) Provide Public Information Service.
 - (14) Provide Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project.

With approval from the County designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the County's representatives. Notify Florida 511 of lane closures and detours and notify Tele Atlas of permanent roadway changes. Maintain a website linked to the County and FDOT's website and provide current and accurate information. All web applications must meet the standards established in Section 508 of the Rehabilitation Act. The website must be capable of receiving e-mail inquiries regarding the project. The website may be continued for the duration of this contract.

- (15) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the County.
- (16) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (17) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file at random, and in a sequence which simulates the visual experience of a viewer moving

through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

- 9.6 **Geotechnical Engineering:** The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the County for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the FDOT District Geotechnical Engineer (DGE) office and any geotechnical subconsultant assigned to the project by the DGE office under a District-wide contract. All references to the DGE in the following sections implicitly include the DGE and his/her delegated representative on the project, who may be the DGE office in-house personnel or a subconsultant working for the DGE office.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/ inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the DGE as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

1) **Drilled Shafts:**

- Process and review the Drilled Shaft Installation Plan in accordance with CPAM.
- Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor's field superintendent, CEI's drilled shaft inspector(s), and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Provide completed drilled shaft inspection forms for all production and test shaft installations to the DGE upon completion of the drilled shaft installation.

10.0 **PERSONNEL:**

10.1 **General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined herein.

Personnel required for this contract is:

Senior Project Engineer – Part Time

Contract Support Specialist – Part Time

Senior Inspector – 1 full time

Inspector - 1 full time

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 **Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County and FDOT. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the FDOT's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction)] - for Complex

Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER -

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Intermediate MOT

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the FDOT's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.). Project specific work under the general supervision of the Senior Project Engineer and staff.

QUALIFICATIONS:

CTQP Final Estimates Level I

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges)
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures,

evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County and FDOT approves the Consultant QA Plan. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- A. **Organization:**
A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- B. **Quality Assurance Reviews:**
Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
- C. **Quality Assurance Records:**
Outline the types of records which will be generated and maintained during the execution of the QA program.
- D. **Control of Subconsultants and Vendors:**
Detail the methods used to control subconsultant and vendor quality.
- E. **Quality Assurance Certification:**
An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and FDOT procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County and FDOT,

upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the FDOT's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to FDOT's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the County, and FDOT's District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County. A Final Invoice will be submitted to the County no later than the 30th day following Final Acceptance of the individual project or as requested by the County.

14.0 OTHER SERVICES:

Upon written authorization by the County and FDOT's District Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 NO THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 COUNTY AUTHORITY

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

EXHIBIT "D"

RESOLUTION

To be herein incorporated once approved by the County Commission.

38



miamidade.gov

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

June 20, 2019

Ms. Joan Fabian, Project Oversight Manager
Florida Department of Transportation
1000 N.W. 111 Avenue
Miami, FL 33172-5800

RE: Agreement Between Miami-Dade County and the Florida Department of Transportation
Joint Utility and Roadway Improvement Project Along SR 916/NW-NE 135 Street

Dear Ms. Fabian:

Enclosed please find two (2) executed copies of the Agreement for the Joint Utility and Roadway Improvement Project Along State Road 916/N.W.-N.E. 135 Street in Miami-Dade County.

If you have any questions, please do not hesitate to contact me at 786-552-8040 or via email at patty.palomo@miamidade.gov.

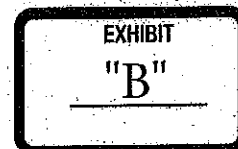
Sincerely,

A handwritten signature in black ink, appearing to read "Patty Palomo".

Patty Palomo, Chief of Intergovernmental Affairs
Miami-Dade Water and Sewer Department

Attachment

c: Frances Morris, Assistant Director



Small Business Development Division

Project Worksheet

Project/Contract Title: Furnish and Install 36-Inch D.I.P Water Main along N.W./N.E. 135 Street, from N.W. 7 Avenue to N.E. 16 Avenue and FDOT State Road 916/N.W./N.E. 135 Street Improvements

Received Date: 5/10/2019

Project/Contract No: W-947

Funding Source: Future WASD Revenue Sold & Federal Funds

Department: Water & Sewer

Estimated Cost of Project/Bid: \$12,520,114.00

Description of Project/Bid: The project consists of furnishing and installing approximately 13,210 L.F. of 36-inch Ductile Iron Pipe (D.I.P.) along 135th Street from NW 7 Avenue to NE 16 Avenue, including 1,300 L.F. of High-Density Polyethylene (H.D.P.E) via Horizontal Directional Drill (H.D.D.) for the Biscayne Canal crossing, valves and fittings

Contract Measures		
Measure	Program	Goal Percent
No Measure	SBE – Con	
No Measure	SBE – G & S	

Reasons for Recommendation
SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-Con) An analysis of the factors contained in Implementing Order 3-22 indicates a No Measure is appropriate for this contract due to the funding source as this project is federally funded. SMALL BUSINESS ENTERPRISE – GOODS & SERVICES (SBE-G & S) An analysis of the factors contained in Implementing Order 3-41 indicates a No Measure is appropriate for this contract due to the funding source as this project is federally funded. CWP Not Applicable: Federal Funds NAICS 237110 Water and Sewer Line and Related Structures Construction, NAICS 236220 Commercial and Institutional Building Construction, NAICS 237990 Other Heavy and Civil Engineering Construction

(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).

Living Wages: YES ☐ NO ☒

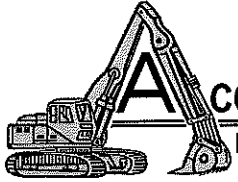
Highway: YES ☐ NO ☒

Heavy Construction: YES ☒ NO ☐

Responsible Wages: YES ☒ NO ☐

Building: YES ☐ NO ☒

Laurie Johnson (core) Gary Hartfield 5/17/2019
SBD Director Date



COSTA TRACTORS, INC.
ENGINEERING CONTRACTORS

EXHIBIT

"C"

Contract No:

W-947

F&I 36" DIP Water Main & FDOT SR Improv. NW/NE
135 Street

ATI SUBCONTRACTOR UTILIZATION REPORT

Business Name	Subcontractor/Supplier	Scope of Work or Materials & Services Provided
General Asphalt	Subcontractor	Asphalt Paving
Centerline Drilling	Subcontractor	Horizontal Direction Drilling
P&J Striping	Subcontractor	Signage & Pavement Markings
Jack's Concrete	Subcontractor	Concrete Flat Work
Ferguson Waterworks	Supplier	Pipe Supplier
Reyes Electric	Subcontractor	Lighting

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

WATER - PIPES AND INFRASTRUCTURE PROJECTS

PROJECT #: 967190

DESCRIPTION: Replace pipe and construct infrastructure repairs

LOCATION: Countywide
Various Sites

District Located:
District(s) Served:

Systemwide
Systemwide

EXHIBIT
"D"

REVENUE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Future WASD Revenue Bonds	0	8,928	6,277	3,750	2,350	0	0	0	21,305
WASD Revenue Bonds Sold	2,267	0	0	0	0	0	0	0	2,267
Water Renewal and Replacement Fund	34,730	8,000	8,000	8,000	8,000	8,000	8,000	8,000	90,730
Water Special Construction Fund	8,000	0	0	0	0	0	0	0	8,000
TOTAL REVENUES:	44,997	16,928	14,277	11,750	10,350	8,000	8,000	8,000	122,302
EXPENDITURE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Construction	28,392	13,267	11,305	9,435	8,399	6,660	7,124	5,920	90,502
Major Machinery and Equipment	8,442	3,944	3,361	2,805	2,497	1,980	2,119	1,760	26,908
Planning and Design	1,535	717	611	510	454	360	385	320	4,892
TOTAL EXPENDITURES:	38,369	17,928	15,277	12,750	11,350	9,000	9,628	8,000	122,302

WATER - REGIONAL GENERAL MAINTENANCE AND OFFICE FACILITIES

PROJECT #: 9650271

DESCRIPTION: Construct regional general maintenance centers, office facilities and storage warehouses

LOCATION: Systemwide
Various Sites

District Located:
District(s) Served:

Systemwide
Systemwide

REVENUE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	0	0	0	0	0	48,020	48,020
WASD Revenue Bonds Sold	394	0	0	0	0	0	0	0	394
TOTAL REVENUES:	394	0	0	0	0	0	0	48,020	48,414
EXPENDITURE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Construction	370	0	0	0	0	0	0	45,139	45,509
Land Acquisition/Improvements	4	0	0	0	0	0	0	480	484
Major Machinery and Equipment	16	0	0	0	0	0	0	1,921	1,937
Planning and Design	4	0	0	0	0	0	0	480	484
TOTAL EXPENDITURES:	394	0	0	0	0	0	0	48,020	48,414

WATER - SYSTEM MAINTENANCE AND UPGRADES

PROJECT #: 9650181

DESCRIPTION: Maintain and develop existing water system facilities, structures and equipment

LOCATION: Systemwide
Various Sites

District Located:
District(s) Served:

Systemwide
Systemwide

REVENUE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Water Renewal and Replacement Fund	36,920	16,485	14,304	15,000	15,000	15,000	15,000	15,000	142,709
TOTAL REVENUES:	36,920	16,485	14,304	15,000	15,000	15,000	15,000	15,000	142,709
EXPENDITURE SCHEDULE:	PRIOR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	FUTURE	TOTAL
Construction	33,143	17,458	14,400	14,400	14,400	14,400	14,400	14,400	137,001
Planning and Design	1,381	727	600	600	600	600	600	600	5,708
TOTAL EXPENDITURES:	34,524	18,185	15,000	15,000	15,000	15,000	15,000	15,000	142,709

BID TABULATION - MIAMI-DADE WATER & SEWER DEPARTMENT
Furnish and Install 36-Inch D.I.P. Water Main along NW/NE 135 St., from NW 7 Avenue to NE 16 Avenue
and FDOT State Road 916/NW/NE 135 Street Improvements
Contract No. W-947

Updated Base Estimate: \$11,807,622.20

Bid Date: 08/01/2019

Bidders determined to be Not Responsible:
V Engineering & Consulting Corp.
R.P. Utility & Excavating Corp.

MUNICIPALITY: City of North Miami Beach Portions of Sec. 19, 20, 22-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

Item	Description	Qty	Units	Acosta Tractors, Inc.		David Mancini & Sons, Inc.		Rilman Construction, Inc.		Rilman Construction, Inc.		Metro Equipment Service, Inc.	
				\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total
1	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT, but excluding materials and permit costs, both of which are paid under other payment items	1	Aggregate Sum	\$594,094.69	\$594,094.69	\$790,000.00	\$790,000.00	\$434,237.00	\$434,237.27	\$503,237.27	\$503,237.27	\$800,000.00	\$800,000.00
2	For selling and delivering to the Department 36-inch zinc-coated D.I. pipe, fittings and restrains for water main	13,210	Lin. Ft.	\$277.55	\$3,666,435.50	\$249.50	\$3,285,895.00	\$243.00	\$3,210,030.00	\$271.60	\$3,587,835.00	\$250.00	\$3,302,500.00
3	For installing 36-inch zinc-coated D.I. pipe, fittings and restrains for water main	13,210	Lin. Ft.	\$50.38	\$784,459.80	\$114.00	\$1,505,940.00	\$68.50	\$904,885.00	\$83.85	\$1,239,756.50	\$150.00	\$1,981,500.00
4	For selling and delivering to the Department 24-inch zinc-coated D.I. pipe, fittings and restrains for water main	26	Lin. Ft.	\$422.15	\$10,975.90	\$250.00	\$6,500.00	\$234.00	\$6,084.00	\$281.00	\$7,306.00	\$280.00	\$7,280.00
5	For installing 24-inch zinc-coated D.I. pipe, fittings and restrains for water main	26	Lin. Ft.	\$165.72	\$5,088.72	\$97.00	\$2,522.00	\$118.00	\$3,068.00	\$90.00	\$2,340.00	\$115.00	\$2,990.00
6	For constructing a directional drill of 36-inch HDPE (DR-11) pipe along the NW 135th St., from Sta. 31+54.83x to Sta. 44+45.72x including furnishing all necessary labor, material and supplies	1	Aggregate Sum	\$1,015,816.32	\$1,015,816.32	\$869,622.00	\$869,622.00	\$1,147,740.00	\$1,147,740.00	\$1,041,560.00	\$1,041,560.00	\$1,000,000.00	\$1,000,000.00
7	For selling and delivering to the Department 12-inch zinc-coated D.I. pipe, fittings and restrains for water main	70	Lin. Ft.	\$56.12	\$3,928.40	\$45.80	\$3,206.00	\$117.00	\$8,190.00	\$49.50	\$3,465.00	\$120.00	\$8,400.00
8	For installing 12-inch zinc-coated D.I. pipe, fittings and restrains for water main	70	Lin. Ft.	\$42.72	\$2,990.40	\$65.50	\$4,585.00	\$94.00	\$6,580.00	\$85.15	\$5,980.50	\$130.00	\$9,100.00
9	For making tapping connection(s) to the existing water main (S) at Sta. 130+04.77; including furnishing and installing 48-inch x 36-inch ductile iron tapping sleeve and 36-inch tapping valve.	1	Each	\$65,353.72	\$65,353.72	\$94,403.00	\$94,403.00	\$96,821.00	\$96,821.00	\$117,114.00	\$117,114.00	\$90,000.00	\$90,000.00
10	Furnish and install 36-Inch Viton Gaskets (EPDM)	12	Each	\$7,673.65	\$92,083.80	\$1.00	\$12.00	\$1,135.00	\$13,632.00	\$6,527.00	\$79,324.00	\$450.00	\$5,400.00
11	For constructing air release valves assemblies (Items Specified in Plans) (Contingent Item)	14	Each	\$3,073.82	\$43,033.48	\$1,908.00	\$26,712.00	\$6,012.00	\$84,168.00	\$3,848.00	\$55,872.00	\$700.00	\$9,800.00
12	For furnishing and installing 36-inch D.I. to HDPE adapter (Items Specified in Plans)	2	Each	\$7,217.26	\$14,434.56	\$9,810.00	\$17,620.00	\$7,157.00	\$14,314.00	\$16,427.00	\$32,854.00	\$9,000.00	\$16,000.00
13	For selling and deliver 36" Butterfly Valve Rest. w/ manhole (Items Specified in Plans)	8	Each	\$52,884.73	\$423,157.84	\$42,132.00	\$337,056.00	\$28,132.00	\$225,056.00	\$49,301.00	\$394,408.00	\$40,000.00	\$320,000.00
14	For installing 36" Butterfly Valve Rest. w/ manhole (Items Specified in Plans)	8	Each	\$7,922.67	\$63,381.36	\$7,767.00	\$62,136.00	\$4,782.00	\$36,256.00	\$3,470.00	\$27,760.00	\$1,200.00	\$9,600.00
15	For selling and deliver 12" Gate Valve Rest. (Items Specified in Plans)	3	Each	\$2,534.69	\$7,604.07	\$2,326.00	\$6,978.00	\$2,569.00	\$7,704.00	\$2,358.00	\$7,074.00	\$4,000.00	\$12,000.00
16	For installing 12" Gate Valve Rest. (Items Specified in Plans)	3	Each	\$1,131.25	\$3,393.75	\$431.00	\$1,293.00	\$4,782.00	\$14,346.00	\$984.00	\$2,082.00	\$800.00	\$2,400.00
17	For selling and deliver 12" Plug Rest. (Items Specified in Plans)	3	Each	\$451.38	\$1,354.17	\$168.00	\$584.00	\$206.00	\$616.00	\$464.00	\$1,392.00	\$500.00	\$1,500.00
18	For installing 12" Plug Rest. (Items Specified in Plans)	3	Each	\$232.44	\$697.32	\$1,285.00	\$3,855.00	\$732.00	\$2,196.00	\$594.00	\$2,082.00	\$500.00	\$2,700.00
19	For furnishing and constructing 6-inch Blow-Off assembly including furnishing and installing 8-inch ductile iron pipe, valve and fittings (as per WIS 2.30)	7	Each	\$9,458.45	\$66,209.15	\$17,915.00	\$125,405.00	\$21,605.00	\$151,235.00	\$6,781.00	\$47,467.00	\$14,000.00	\$98,000.00
20	For constructing 1" leak test assembly (Complete) at the locations shown in the plans	1	Each	\$4,027.78	\$4,027.78	\$1,355.00	\$1,355.00	\$5,886.00	\$5,886.00	\$43,000.00	\$43,000.00	\$2,000.00	\$2,000.00
21	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees	223	Cubic Yard	\$40.80	\$9,120.70	\$23.00	\$5,129.00	\$50.00	\$11,150.00	\$94.00	\$20,982.00	\$1.00	\$223.00

BD TABULATION - MIAMI-DADE WATER & SEWER DEPARTMENT
Furnish and Install 36-Inch D.I.P. Water Main along NW/NE 135 St., from NW 7 Avenue to NE 16 Avenue
and FDOT State Road 916/NW/NE 135 Street Improvements
Contract No. W-947

Bid Date: 08/01/2019

Updated Base Estimate: \$11,807,622.20

Bidders determined to be Not Responsible:
V Engineering & Consulting Corp.
R.P. Utility & Excavating Corp.

MUNICIPALITY: City of North Miami & City of North Miami Beach										Portions of Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.									
Acosta Tractors, Inc.										Ricanman Construction, Inc.									
11986 NW 87 Ave.										3181 Coral Way, Site #11									
Haleth Gardens, FL 33018										Miami, FL 33145									
Qty										Miami, FL 33145									
Description										Miami Beach, FL 33509									
Item	Units	\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total	\$/Units	Total
22	For furnishing and installing additional suitable backfill material for pipe bedding (Contingent Item)	223	Cubic Yard	\$62.37	\$13,908.51	\$7.00	\$1,561.00	\$37.00	\$8,251.00	\$30.00	\$6,690.00	\$1.00	\$223.00						
23	For constructing linerock base for Type "II" permanent pavement repairs.	13,426	Square Yards	\$30.06	\$403,585.56	\$21.00	\$281,946.00	\$12.50	\$167,825.00	\$26.50	\$355,785.00	\$23.00	\$375,526.00						
24	For constructing Type "II" asphaltic concrete surface course permanent pavement repairs.	13,426	Square Yards	\$24.31	\$326,386.06	\$19.50	\$261,807.00	\$15.00	\$201,390.00	\$23.00	\$308,796.00	\$30.00	\$402,785.00						
25	Asphaltic Concrete Surface Course (Type V)	1,545	Square Yards (Contingent Item)	\$22.32	\$34,454.40	\$33.00	\$50,985.00	\$17.50	\$27,037.50	\$20.00	\$30,900.00	\$10.00	\$15,450.00						
26	Milling (1 1/2" Nominal) (Contingent Item)	1,545	Square Yards (Contingent Item)	\$5.62	\$8,682.90	\$2.75	\$4,246.75	\$9.50	\$5,457.50	\$5.00	\$7,725.00	\$4.00	\$6,180.00						
27	For constructing concrete curb, gutter to match existing	25	Lin. Ft. (Contingent Item)	\$57.66	\$2,439.00	\$17.00	\$425.00	\$135.00	\$3,375.00	\$24.00	\$600.00	\$50.00	\$1,250.00						
28	For constructing sodding restoration to match existing	12	Square Yards (Contingent Item)	\$22.48	\$269.88	\$5.00	\$50.00	\$72.00	\$864.00	\$65.50	\$786.00	\$20.00	\$240.00						
29	For furnishing and installing V-80 polyethylene encasement for any size ductile iron pipe, fitting or valve	13,341	Lin. Ft.	\$1.70	\$22,679.70	\$3.00	\$40,023.00	\$4.50	\$61,368.60	\$6.00	\$80,046.00	\$1.00	\$13,341.00						
30	For trench overcut in 1-foot depth increments, for any pipe size	200	Lin. Ft. (Contingent Item)	\$13.38	\$2,676.00	\$4.00	\$800.00	\$23.00	\$4,600.00	\$14.00	\$2,800.00	\$1.00	\$200.00						
31	For sheeling and shoring ordered left in place by the Engineer	5,000	Square ft. (Contingent Item)	\$0.17	\$850.00	\$0.01	\$50.00	\$0.13	\$650.00	\$15.00	\$75,000.00	\$0.10	\$500.00						
32	Provide Certified Industrial Hygienist	1	Aggregate Sum (Contingent Item)	\$562.18	\$562.18	\$11,000.00	\$11,000.00	\$9,600.00	\$9,600.00	\$44,275.00	\$44,275.00	\$1,000.00	\$1,000.00						
33	For furnishing Traffic Control (8%)	1	Lump Sum	\$28,484.37	\$28,484.37	\$110,000.00	\$110,000.00	\$64,200.00	\$64,200.00	\$165,955.00	\$165,955.00	\$45,000.00	\$45,000.00						
34	Sub-Total Bid (Sum of bid items Nos. 1 thru 33)										\$7,925,823.75	\$6,941,824.60	\$5,239,206.27	\$3,544,765.00					
35	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic	1	Lump Sum	\$264,000.00	\$264,000.00	\$264,000.00	\$264,000.00	\$264,000.00	\$264,000.00	\$264,000.00	\$264,000.00	\$264,000.00	\$264,000.00						
36	For unforeseen conditions due to potential contamination (Dedicated Allowance)	1	Dedicated Allowance	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00						
37	For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 1% of the Subtotal, (0.01)x(Subtotal, Item 34)		Dedicated Allowance	\$77,384.02	\$77,384.02	\$75,259.24	\$75,259.24	\$69,416.25	\$69,416.25	\$82,992.08	\$82,992.08	\$85,447.85	\$85,447.85						
38	Contingency Allowance for unforeseen conditions, for minor const. changes and for quantity adjustments, if ordered by the engineer (10%) (Subtotal, Item 34)		Contingency Allowance	\$773,940.20	\$773,940.20	\$792,582.38	\$792,582.38	\$984,182.49	\$984,182.49	\$929,920.83	\$929,920.83	\$954,478.50	\$954,478.50						
39	Sub-Total Water & Sewer - (Sum of Bid Items Nos. 34, 35, 36, 37 & 38)										\$9,076,654.36	\$7,964,425.31	\$9,491,121.18	\$9,763,711.35					
40	Sub-Total FDOT Roadway Project										\$4,014,939.51	\$5,215,177.73	\$3,750,280.76	\$3,731,625.41					
41	TOTAL BID - (Sum of Bid Items Nos. 39 & 40)										\$13,091,603.87	\$13,199,603.04	\$13,251,401.94	\$13,495,336.76					

Note: Figures in shaded cells denotes it was revised due to error.

Contract No. W-947

Bid Date: 08/01/2019

MUNICIPALITY: City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

Page 3 of 4

Bid Date: 08/01/2019

Rockman International, Inc.	Lanzo Construction Co Florida	Farella Const., Southern Div.	American Pipeline Const., LLC	Metro Express, Inc.
1546 NW 27 Ave.	2600 SW 3 Ave., STE 301	9455 NW 104 ST	10117 SW 5 Street	9390 NW 103 Street
Pompano Beach, FL 33069	Miami, FL 33129	Nesleah, FL 33178	Miami, FL 33174	Nesleah, FL 33178

Note: Figures in shaded cells denotes it was revised due to error.



miamidade.gov



Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471
Construction Contracts Section
Tel: (786) 552-8989 – Fax: (305) 669-4053

March 2, 2020

VIA EMAIL: javier@rpucorp.com

R.P. Utility & Excavation Corp.
17680 NW 78 Ave., Suite 101
Hialeah, FL 33015
Attn: Mr. Javier Garzon, Vice-President

**RE: Responsibility Determination of R.P. Utility & Excavation Corp. on
Furnish and Install 36-Inch D.I.P. Water main along NW/NE 135 Street,
Contract No. W-947**

Dear Mr. Garzon,

On June 13, 2019, the Miami-Dade Water and Sewer Department (hereafter referred to as "Department") advertised the subject project as part of an open competitive solicitation. Since the project included work to be constructed for both the Department and Florida Department of Transportation (FDOT) under a JPA, the advisement included minimum contractor experience requirements.

On August 1, 2019, the Department received and opened twelve (12) bids for this project, in which your firm was the second low bidder. Due to issues related to the apparent low bidder your bid was being evaluated for award by the County. Since information in your bid submittal could not qualify you, your firm was invited to a Responsibility Review Meeting on February 24, 2020, which you attended.

The Bid Documents required at least three (3) projects similar in detail to the scope of work of this project completed within the last five (5) years. Your bid submittal included a list of approximately six (6) water and sewer type reference projects within the last five (5) years for municipal clients. However, none of the submitted projects involved installation of pipelines larger than 16" diameter, as the requirement was for "similar projects" and this project involves the installation of 36-inch diameter pipe ductile iron pipe.

Despite not identifying certain project information in your bid submittal that would qualify your firm with projects on a 36-inch diameter pipeline, the Department called for a Responsibility Review Meeting, in which you attended. The intent was to inquire of any additional projects performed that may qualify your firm (that was not included in your bid submittal) in addition to determining your firm's capability, experience, financial ability and available resources.

During the meeting we were pleased to learn of the origin of your firm, bonding capacity, directional drilling experience and previous experience with other municipal clients. Our research also showed approximately eight (8) pipelines constructed for the Department within the past five (5) years, up to sixteen (16) inches in diameter.

Per the Instruction to Bidders, the County reserves the right to reject any and or all bids whenever it is deemed in the best interest of the County and the County shall be the sole judge of what is in it's best interest. Also, where certain qualifications are detailed and advertised in the solicitation, the County must evaluate whether the bidder has the technical, financial ability and resources to meet the requirements of

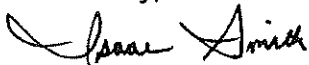
the project. Therefore, the County may determine that an award not be made based on, but not limited to, such factors as resources, financial ability and experience of the bidder.

Hence, based in information contained in your bid submittal, information provided during the Responsibility Review, and obtained by Department Staff, it is the County's determination that currently R.P. Utility & Excavation Corp. does not meet the minimum contractor experience qualifications and cannot be considered for award.

You will not be asked to extend your bid security, which expires today and are welcomed to retrieve your Bid Bond at your convenience.

Finally, we encourage R.P. Utility & Excavation Corp.'s participation on other C.I.P projects currently out for bid and those to be let by the Department in the future. Should you have any questions, please feel free to email me at Isaac.smith@miamidade.gov or contact my Office at (786)552-8989.

Sincerely,

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

Isaac Smith, Chief
Construction Contracts Division

cc: Laurie Johnson, Section Chief, Small Business Development (ISD)
Clerk of the Board

Smith, Isaac (WASD)

From: Brown, Edith D. (WASD)
Sent: Tuesday, February 4, 2020 10:23 AM
To: Smith, Isaac (WASD)
Subject: V Engineering and Consulting
Attachments: Fwd: V. Engineering and Consulting Corp.; ; FW: V. Engineering and Consulting Corp.; ;
FW: V. Engineering and Consulting Corp.; ; FW: PCTS: 12588 / ER: W016682 / T-2387 /
36-inch Water Main / Surety Letter

Good Morning Isaac,

FYI

The Department has received the attached four letters regarding payment to V Engineering. I thought that your area should be aware in case there might be an effect on projects being bid.

Edith D. Brown, CPA, Chief
Contract Compliance Division
Miami-Dade Water and Sewer Department
3575 S LeJeune Road, 3rd Floor, Miami, FL 33146
P.O. Box 330316 Miami, FL 33233
786.268.5188 Phone 786.747.8573 Cell
www.miamidade.gov/water
Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)





Mills Paskert Divers

ATTORNEYS AT LAW

TAMPA • ATLANTA

100 North Tampa Street
Suite 3700
Tampa, Florida 33602

Telephone: 813-229-3500
Facsimile: 813-229-3502
www.mpdlegal.com

December 23, 2019

Via Certified Mail, Return Receipt Requested

Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33128

Re:	Surety:	Philadelphia Indemnity Insurance Company
	Principal:	V. Engineering & Consulting Corp.
	Bond No.	PB12291300022
	Obligee:	Miami-Dade County
	Project:	Central District Waste Water Treatment Plant, Plant 2 Oxygenation Train Weir Upgrade

Dear Sir or Madam:

Philadelphia Indemnity Insurance Company ("Surety") issued performance and payment bonds for V. Engineering & Consulting Corporation ("Principal") on the above-referenced project. The bonds name Miami-Dade County as Obligee.

The Surety demands that the Obligee not release any further contract funds to the Principal without the Surety's prior written consent. Our demand is premised upon the fact that the contract funds are the Surety's collateral under its rights of equitable subrogation. Additionally, and pursuant to a written agreement between the Principal and the Surety, the contract funds are expressly dedicated as trust funds for the purpose of satisfying bonded obligations. Improper release of the contract funds may result in a release of the Surety's obligations under the performance bond. Our goal in making this demand is to ensure that the bonded contract funds are applied in accordance with their intended purpose, which is the payment of proper claimants and completion of the bonded work.

The Surety strictly reserves all rights and defenses available under the bonds, the contract, applicable law, and/or equity. Neither this letter nor any response by the Surety to the matters described herein constitute an estoppel, waiver, or modification of any such rights and defenses. Subject to this strict and continuing reservation of rights and defenses, we invite you to keep us informed and appreciate your efforts in doing so.

Please contact me directly if you have any questions.

December 23, 2019
Page 2

Best regards,

MILLS PASKERT DIVERS



Ty G. Thompson
Board Certified Construction Attorney

Cc: Client (via electronic mail only)
Vincent F. Vaccarella, Esq. (via electronic mail only)

9489 0090 0027 6034 1982 14



Mills Paskert Divers

ATTORNEYS AT LAW

TAMPA ♦ ATLANTA

100 North Tampa Street
Suite 3700
Tampa, Florida 33602

Telephone: 813-229-3500
Facsimile: 813-229-3502
www.mpdlegal.com

December 23, 2019

Via Certified Mail, Return Receipt Requested

Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33128

Re:	Surety:	Philadelphia Indemnity Insurance Company
	Principal:	V. Engineering & Consulting Corp.
	Bond No.	PB12291300052
	Obligee:	Miami-Dade County
	Project:	Proposed 36 Water Main Along NW 87th Avenue from Canal C-7 Extension to NW 122nd Street

Dear Sir or Madam:

Philadelphia Indemnity Insurance Company ("Surety") issued performance and payment bonds for V. Engineering & Consulting Corporation ("Principal") on the above-referenced project. The bonds name Miami-Dade County as Obligee.

The Surety demands that the Obligee not release any further contract funds to the Principal without the Surety's prior written consent. Our demand is premised upon the fact that the contract funds are the Surety's collateral under its rights of equitable subrogation. Additionally, and pursuant to a written agreement between the Principal and the Surety, the contract funds are expressly dedicated as trust funds for the purpose of satisfying bonded obligations. Improper release of the contract funds may result in a release of the Surety's obligations under the performance bond. Our goal in making this demand is to ensure that the bonded contract funds are applied in accordance with their intended purpose, which is the payment of proper claimants and completion of the bonded work.

The Surety strictly reserves all rights and defenses available under the bonds, the contract, applicable law, and/or equity. Neither this letter nor any response by the Surety to the matters described herein constitute an estoppel, waiver, or modification of any such rights and defenses. Subject to this strict and continuing reservation of rights and defenses, we invite you to keep us informed and appreciate your efforts in doing so.

Please contact me directly if you have any questions.

December 23, 2019
Page 2

Best regards,

MILLS PASKERT DIVERS



Ty G. Thompson
Board Certified Construction Attorney

Cc: Client (via electronic mail only)
Vincent F. Vaccarella, Esq. (via electronic mail only)

9489 0090 0027 6034 1982 45

100 North Tampa Street
Suite 3700
Tampa, Florida 33602



Telephone: 813-229-3500
Facsimile: 813-229-3502
www.mpdlegal.com

December 23, 2019

Via Certified Mail, Return Receipt Requested

Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33128

Re:	Surety:	Philadelphia Indemnity Insurance Company
	Principal:	V. Engineering & Consulting Corp.
	Bond No.	PB12291300057
	Obligee:	Miami-Dade County
	Project:	Furnish & Install 16" D.I. WM – N.W. 57th Avenue – T2393

Dear Sir or Madam:

Philadelphia Indemnity Insurance Company ("Surety") issued performance and payment bonds for V. Engineering & Consulting Corporation ("Principal") on the above-referenced project. The bonds name Miami-Dade County as Obligee.

The Surety demands that the Obligee not release any further contract funds to the Principal without the Surety's prior written consent. Our demand is premised upon the fact that the contract funds are the Surety's collateral under its rights of equitable subrogation. Additionally, and pursuant to a written agreement between the Principal and the Surety, the contract funds are expressly dedicated as trust funds for the purpose of satisfying bonded obligations. Improper release of the contract funds may result in a release of the Surety's obligations under the performance bond. Our goal in making this demand is to ensure that the bonded contract funds are applied in accordance with their intended purpose, which is the payment of proper claimants and completion of the bonded work.

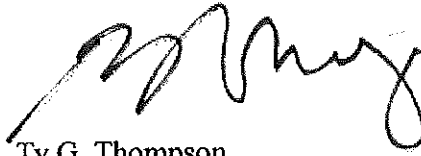
The Surety strictly reserves all rights and defenses available under the bonds, the contract, applicable law, and/or equity. Neither this letter nor any response by the Surety to the matters described herein constitute an estoppel, waiver, or modification of any such rights and defenses. Subject to this strict and continuing reservation of rights and defenses, we invite you to keep us informed and appreciate your efforts in doing so.

Please contact me directly if you have any questions.

December 23, 2019
Page 2

Best regards,

MILLS PASKERT DIVERS



Ty G. Thompson
Board Certified Construction Attorney

Cc: Client (via electronic mail only)
Vincent F. Vaccarella (via electronic mail only)

9489 0090 0027 6034 1982 07

100 North Tampa Street
Suite 3700
Tampa, Florida 33602



Telephone: 813-229-3500
Facsimile: 813-229-3502
www.mpdlegal.com

December 23, 2019

Via Certified Mail, Return Receipt Requested

Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33128

Re: Surety: Philadelphia Indemnity Insurance Company
Principal: V. Engineering & Consulting Corp.
Bond No. PB12291300077
Obligee: Miami-Dade County
Project: CDWWTP 90" Ocean Outfall Permanent Repair of the 90" Valve Structure

Dear Sir or Madam:

Philadelphia Indemnity Insurance Company ("Surety") issued performance and payment bonds for V. Engineering & Consulting Corporation ("Principal") on the above-referenced project. The bonds name Miami-Dade County as Obligee.

The Surety demands that the Obligee not release any further contract funds to the Principal without the Surety's prior written consent. Our demand is premised upon the fact that the contract funds are the Surety's collateral under its rights of equitable subrogation. Additionally, and pursuant to a written agreement between the Principal and the Surety, the contract funds are expressly dedicated as trust funds for the purpose of satisfying bonded obligations. Improper release of the contract funds may result in a release of the Surety's obligations under the performance bond. Our goal in making this demand is to ensure that the bonded contract funds are applied in accordance with their intended purpose, which is the payment of proper claimants and completion of the bonded work.

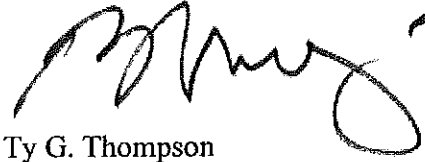
The Surety strictly reserves all rights and defenses available under the bonds, the contract, applicable law, and/or equity. Neither this letter nor any response by the Surety to the matters described herein constitute an estoppel, waiver, or modification of any such rights and defenses. Subject to this strict and continuing reservation of rights and defenses, we invite you to keep us informed and appreciate your efforts in doing so.

Please contact me directly if you have any questions.

December 23, 2019
Page 2

Best regards,

MILLS PASKERT DIVERS

A handwritten signature in black ink, appearing to read 'Ty G. Thompson', with a stylized flourish at the end.

Ty G. Thompson
Board Certified Construction Attorney

Cc: Client (via electronic mail only)
Vincent F. Vaccarella, Esq. (via electronic mail only)

9489 0090 0027 6034 1984 36

Smith, Isaac (WASD)

From: Lamar, Adriana P. (WASD)
Sent: Monday, March 16, 2020 2:11 PM
To: Smith, Isaac (WASD); Aranguiz, Marisela (WASD)
Cc: Marrero, Raquel (WASD)
Subject: FW: Contract for V Engineering Inc. - Multiple claims with Miami Dade

My understanding is that you have these contracts. Please advise.

Adriana P. Lamar, Chief
Public and Governmental Affairs
Miami-Dade Water and Sewer Department
786-552-8087
www.miamidade.gov/water
Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure.

From: Morello, Vincent (WASD) <Vincent.Morello@miamidade.gov>
Sent: Monday, March 16, 2020 1:07 PM
To: Osorio, Marcel I. (WASD) <Marcel.Osorio@miamidade.gov>; Pichardo, Miguel (WASD) <Miguel.Pichardo@miamidade.gov>; Garcia, Mario (WASD) <Mario.Garcia2@miamidade.gov>; Valdes, Alexis J. (WASD) <Alexis.Valdes@miamidade.gov>; Vazquez, David (WASD) <David.Vazquez@miamidade.gov>
Cc: Aquino, Jeffrey (WASD) <Jeffrey.Aquino@miamidade.gov>; Lamar, Adriana P. (WASD) <Adriana.Lamar@miamidade.gov>; Collado, Ana M. (WASD) <Ana.Collado@miamidade.gov>; Smith, Isaac (WASD) <Isaac.Smith@miamidade.gov>
Subject: FW: Contract for V Engineering Inc. - Multiple claims with Miami Dade

One of you please retrieve the below and get it to Adriana.

Thanks

Vin

From: Lamar, Adriana P. (WASD)
Sent: Monday, March 16, 2020 12:37 PM
To: Morello, Vincent (WASD) <Vincent.Morello@miamidade.gov>
Subject: FW: Contract for V Engineering Inc. - Multiple claims with Miami Dade

Vin, Would you have these?

Adriana P. Lamar, Chief
Public and Governmental Affairs
Miami-Dade Water and Sewer Department
786-552-8087
www.miamidade.gov/water
Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure.

From: Demetrius, Jason <Jason.Demetrius@cfins.com>
Sent: Monday, March 16, 2020 12:34 PM
To: Lamar, Adriana P. (WASD) <Adriana.Lamar@miamidade.gov>
Subject: Contract for V Engineering Inc. - Multiple claims with Miami Dade

EMAIL RECEIVED FROM EXTERNAL SOURCE.

Good Afternoon Adriana,

We currently have several claims on file for V Engineering from the Miami Dade Risk management department such as:
Claim# NJU00195300 - - - Loss location: 216th St & 97th Ave
Claim # NJU00193473 NW 36th St, near 4900 blk, Miami Springs around the date of loss 5/6/2019.

If you could provide water and sewer contracts along with the general agreement with Miami Dade it would be much appreciated. We are the GL carrier for V Engineering Inc. and they have not provided the contract to date.

Sincerely,

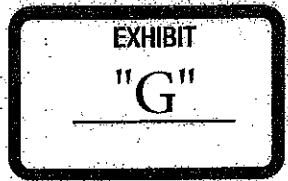
Jason Demetrius | Senior Specialist , Liability/Property Claims
Crum & Forster
305 Madison Avenue | Morristown, NJ 07960 | United States
t + 1.201.334.4038
Jason.Demetrius@cfins.com | www.cfins.com



C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company.

Crum & Forster, which is part of Fairfax Financial Holdings Limited, is comprised of leading and well-established property and casualty business units. The insurance companies within Crum & Forster, rated A (Excellent) by A.M. Best Company, are: United States Fire Insurance Company, The North River Insurance Company, Crum and Forster Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Specialty Insurance Company, Seneca Insurance Company, Inc., Seneca Specialty Insurance Company, First Mercury Insurance Company, and American Underwriters Insurance Company. This electronic mail message and any attached files contain information intended for the exclusive use of the intended addressee and may contain personal, medical, or other legally protected or confidential information. If you received this email in error, please notify the sender and delete the original message without making copies. No waiver of any privileges is intended. Thank you.

Smith, Isaac (WASD)



From: Suarez, Caesar (ISD)
Sent: Wednesday, February 26, 2020 5:34 PM
To: Smith, Isaac (WASD)
Subject: RE: Compliance Review - Contract No. W-947

Good Afternoon Sir,

Upon further review, no compliance review is necessary for the referenced project since the project had a "No Measure" for both SBE -- Con and SBE -- Goods and Services due to federal funding.

Let me know if you need anything else.

Have a great evening.

Regards,

Caesar Suarez
SBD Capital Improvement Project Specialist
Internal Services Department
Small Business Development
111 NW 1st Street #19 Floor, Miami, FL 33128
Phone No. 305-375-3141 / Fax No. 305-375-3160
How can ISD serve you better?
Give us your feedback [here!](#)
Connect With Us on Twitter | Facebook | Instagram
<http://www.miamidade.gov/smallbusiness>



"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.
E-mail messages are covered under such laws and thus subject to disclosure.
Please consider the environment before you print this email

Sent from Mail for Windows 10

From: Smith, Isaac (WASD)
Sent: Wednesday, February 26, 2020 1:38 PM
To: Suarez, Caesar (ISD) <Caesar.Suarez@miamidade.gov>
Subject: Compliance Review - Contract No. W-947

Good Afternoon Caesar,

Last year I took bids on the subject contract.

Can you please advise if I requested a Compliance review for the 3 lowest bidders in relations to this project:

- V Engineering & Consulting
- RP Utility & Excavation
- Acosta Tractors, Inc.

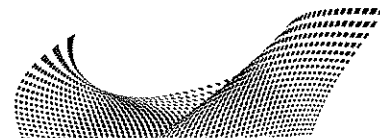
Thanks,

Isaac Smith, Chief

Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Ave., Suite 107-7, Miami, Florida 33146
Office: (786) 552-8255 Mobile: (305) 903-5712
www.miamidade.gov/water
Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172



MD-WASD Contract No. W-947: Proposed 36-Inch WM along NW/NE 135th St., from NW 7th Ave. to NE 16th Ave

Date/Time: October 28, 2019

To: Isaac Smith,
Miami Dade Water and Sewer Department
Chief, Construction Contracts Division



From: Arnelio Alfonso, PE
A & P Construction Transportation Engineers
Senior Project Manager

Subject: Bid Evaluation and Recommendation

Mr. Smith;

The bid opening for the furnishing and installation of a 36-inch Water Main along NW/NE 135th Street, from NW 7th Avenue to NE 16th Avenue, Contract No. W-947 took place on August 1st, 2019 at 2:00 pm at WASD's Douglas Building. After receiving bids from several contractors, the top three are:

1. V Engineering & Consulting, Corp. with a bid price of \$11,317,000.00
2. R.P. Utilities & Excavation, with a bid price of \$11,841,831.91
3. Acosta Tractors, Inc., with a bid price of \$12,802,729.51

As requested by MD WASD, APCTE has reviewed the qualifications provided by these three contractors to verify if they meet the minimum requirements, which include pipeline installation and roadway construction, for the project. A summary of our analysis is depicted below:

1. V Engineering & Consulting, Corp.

Contractor is an approved Miami-Dade Vendor and is pre-qualified by FDOT in several work categories. Contractor submitted a list of approximately twenty (20) Water and Sewer projects within the past five years, sixteen (16) of which are for Miami-Dade Water and Sewer Department. Six (6) of the aforementioned projects involve installation of pipelines 24" diameter and above, which may be considered similar projects. Out of those six (6) large diameter pipelines, five (5) of them are for Miami-Dade Water and Sewer Department, including two 24" pipelines, one 36" pipeline, and two 48" pipelines. The contractor owns several equipment including two loaders, two skid steer/bobcats, two excavators, one mini-excavator, one roller, three tampers, and a sweeper. Contractor provided numerous references, including multiple references from Miami-Dade Water and Sewer Department. Contractor is licensed as Florida Certified General Contractor and Florida Underground Utility and Excavation Contractor.

2. R.P. Utilities & Excavation

Contractor is an approved Miami-Dade Vendor and is pre-qualified by FDOT in several work categories including underground utilities water and sewer. Contractor submitted a list of approximately six (6) Water and Sewer projects within the past five years, however the majority of them were for municipal clients and not for Miami-Dade Water and Sewer Department. In



8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172



addition, none of the submitted projects involving installation of pipelines of over 16" diameter, therefore we do not consider them to have large diameter pipeline experience as prime contractors. The contractor owns a limited amount of equipment including one mini-excavator, one compactor, and one loader. Contractor references were positive and previous clients provided encouraging feedback, nevertheless for projects of smaller scale than the NW 135th Street project. Contractor is licensed as Florida Underground Utility and Excavation Contractor.

3. Acosta Tractors, Inc.

Contractor is an approved Miami-Dade Vendor and is pre-qualified by FDOT in several work categories including underground utilities water and sewer and hot plant-mixed bituminous courses, which is a major component of the NW 135th Street project. Contractor submitted a list of approximately sixteen (16) projects where they served as prime contractor within the past five years. These projects have a wide range of scope, including roadway and drainage improvement projects, while two (2) of them along NW/SW 87th Avenue involved installation of 36" pipelines, one of which had a construction cost of over \$11.7M (PTP Roadway Improvements along NW 87th Avenue). The contractor owns a long list of equipment, which is a great benefit to fulfill the needs of the NW 135th Street project. Contractor provided multiple references, including references from Miami-Dade Water and Sewer Department and FDOT. Contractor is licensed as Florida Underground Utility and Excavation Contractor.

As indicated above, APCTE has reviewed the bids and qualification packages of the three lowest bidders and provided a summary of our findings, to assist MD WASD in evaluating and ensuring that the low bidder meets the minimum qualifications for both the MD WASD and FDOT portions of this important project. APCTE is available anytime to meet with the Department if any further assistance is needed for this contractor's selection and award.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'A. H.' or similar, written in a cursive style.

Arnelio Alfonso, PE
Engineer of Record



Capital Improvements Information System

Contractor Evaluations Report (All Contracts)



<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
PE	<u>629001</u>	CON	<u>ACOSTA TRACTORS INC</u>	12/5/2005	Susel Ferrer	Project conclusion or closeout	<u>3.1</u>
PE	<u>630162Q</u>	CON	<u>Acosta Tractors Inc.</u>	5/15/2009	Lisett Cabrera	Project conclusion or closeout	<u>3.3</u>
PW	<u>20070735</u> WO: <u>1</u>	CON	<u>Acosta Tractors Inc.</u>	12/24/2009	Armando Aragon	Interim	<u>3.9</u>
PW	<u>20070735</u>	CON	<u>Acosta Tractors Inc.</u>	12/24/2009	Armando Aragon	Project conclusion or closeout	<u>4.0</u>
PW	<u>20070735</u>	CON	<u>Acosta Tractors Inc.</u>	12/24/2009	Armando Aragon	Project conclusion or closeout	<u>4.0</u>
PW	<u>20070626</u>	CON	<u>Acosta Tractors Inc.</u>	9/12/2012	Urbano Baz	Project conclusion or closeout	<u>2.6</u>
PW	<u>20060469</u>	CON	<u>Acosta Tractors Inc.</u>	9/13/2012	Urbano Baz	Project conclusion or closeout	<u>2.4</u>
PW	<u>20060382</u>	CON	<u>Acosta Tractors Inc.</u>	4/9/2008	Armando Aragon	Interim	<u>4.0</u>
PW	<u>20060382</u>	CON	<u>Acosta Tractors Inc.</u>	10/22/2008	Armando Aragon	Project conclusion or closeout	<u>4.0</u>
PW	<u>20110194</u>	CON	<u>Acosta Tractors Inc.</u>	3/13/2015	Licet Izquierdo	Interim	<u>3.2</u>
WS	<u>S-739A</u> WO: <u>1</u>	CON	<u>Acosta Tractors Inc.</u>	5/15/2008	Nelson Cespedes	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-739A</u>	CON	<u>Acosta Tractors Inc.</u>	1/3/2008	Nelson Cespedes	Interim	<u>3.8</u>
WS	<u>S-731B</u>	CON	<u>Acosta Tractors Inc.</u>	8/8/2014	Nelson Cespedes	Project conclusion or closeout	<u>3.0</u>

Evaluation Count: 13 Contractors: 1 Average Evaluation: 3.4

EXHIBIT

"J"

Updated Opinion of Probable Cost
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Revision Date: 04/04/2020

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

Item	Description	Qty	Units	OPC	
				A&P Engineers	
				\$/Units	Total
1	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT, but excluding materials and permit costs, both of which are paid under other payment items	1	Aggregate Sum	\$490,639.96	\$490,639.96
2	For selling and delivering to the Department 36-inch, zinc-coated D.I. pipe, fittings and restrains for water main*	13,210	Lin. Ft	\$232.00	\$3,064,720.00
3	For installing 36-inch zinc-coated D.I. pipe, fittings and restrains for water main*	13,210	Lin. Ft	\$110.00	\$1,453,100.00
4	For selling and delivering to the Department 24-inch zinc-coated D.I. pipe, fittings and restrains for water main	26	Lin. Ft	\$174.00	\$4,524.00
5	For installing 24-inch zinc-coated D.I. pipe, fittings and restrains for water main	26	Lin. Ft	\$73.33	\$1,906.67
6	For constructing a directional drill of 36-inch HDPE (DR-11) pipe along the NW 135th ST, from Sta. 31+54.93± to Sta. 44+45.72± including furnishing all necessary labor, material and supplies	1,300	Lin. Ft	\$620.00	\$806,000.00
7	For selling and delivering to the Department 12-inch zinc-coated D.I. pipe, fittings and restrains for water main*****	70	Lin. Ft.	\$110.00	\$7,700.00
8	For installing 12-inch zinc-coated D.I. pipe, fittings and restrains for water main*****	70	Lin. Ft.	\$36.67	\$2,566.67
9	For making tapping connection(s) to the existing water main (s) at Sta. 130+04.77: including furnishing and installing 48-inch x 36-inch ductile iron tapping sleeve and 36-inch tapping valve.	1	Each	\$85,000.00	\$85,000.00
10	Furnish and Install 36-Inch Viton Gaskets (EPDM)	12	Each	\$7,500.00	\$90,000.00
11	For constructing air release valves assemblies (items specified in plans) (Contingent Item)*	14	Each	\$3,000.00	\$42,000.00
12	For furnishing and installing 36-inch D.I. to HDPE adapter (items specified in plans)	2	Each	\$5,000.00	\$10,000.00
13	For selling and deliver 36" Butterfly Valve Rest. w/ manhole (items specified in plans)*	8	Each	\$47,000.00	\$376,000.00
14	For installing 36" Butterfly Valve Rest. w/ manhole (items specified in plans)*	8	Each	\$1,800.00	\$14,400.00
15	For selling and deliver 12" Gate Valve Rest (items specified in plans)	3	Each	\$5,000.00	\$15,000.00
16	For installing 12" Gate Valve Rest. (items specified in plans)	3	Each	\$1,200.00	\$3,600.00
17	For selling and deliver 12" Plug Rest. (items specified in plans)*****	3	Each	\$9,000.00	\$27,000.00
18	For installing 12" Plug Rest. (items specified in plans)*****	3	Each	\$3,000.00	\$9,000.00
19	For furnishing and constructing 8-inch Blow-Off assembly including furnishing and installing 8-inch ductile iron pipe, valve and fittings (as per WS 2.30)*	7	Each	\$11,500.00	\$80,500.00
20	For constructing 1" leak test assembly (Complete) at the locations shown in the plans	1	Each	\$3,600.00	\$3,600.00

Bid Tabulation Analysis
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Date of Bid: 08/01/2019

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

					OPC	
					A&P Engineers	
Item		Description	Qty	Units	\$/Units	Total
21		For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees (Contingent Item)*	223	Cubic Yard	\$68.00	\$15,164.00
22		For furnishing and installing additional suitable backfill material for pipe bedding (Contingent Item)*	223	Cubic Yard	\$52.00	\$11,596.00
23		For constructing limerock base for Type "II" permanent pavement repairs.***	13,426	Square Yards	\$20.00	\$268,520.00
24		For constructing Type "II" asphaltic concrete surface course permanent pavement repairs.	13,426	Square Yards	\$20.00	\$268,520.00
25		Asphaltic Concrete Surface Course (Type V)*	1,545	Square Yards (Contingent Item)	\$9.60	\$14,832.00
26		Milling (1 1/2" Nominal) (Contingent Item)***	1,545	Square Yards (Contingent Item)	\$2.80	\$4,326.00
27		For constructing concrete curb, gutter to match existing*	25	Lin. Ft (Contingent Item)	\$135.00	\$3,375.00
28		For constructing sodding restoration to match existing*	12	Square Yards (Contingent Item)	\$3.50	\$42.00
29		For furnishing and installing V-Bio polyethylene encasement for any size ductile iron pipe, fitting or valve*	13,341	Lin. Ft.	\$2.50	\$33,352.50
30		For trench overcut in 1-foot depth increments, for any pipe size*	200	Lin. Ft. (Contingent Item)	\$37.00	\$7,400.00
31		For sheeting and shoring ordered left in place by the Engineer*	5,000	Square ft. (Contingent Item)	\$42.00	\$210,000.00
32		Provide Certified Industrial Hygienist	1	Aggregate Sum (Contingent Item)	\$6,000.00	\$6,000.00
33		For furnishing Traffic Control (1%)	1	Lump Sum	\$69,397.45	\$69,397.45
34		Sub-Total Bid (Sum of bid items Nos. 1 thru 33)			\$7,499,782.24	
35		For providing uniformed, off-duty policemen for the purpose of maintenance of traffic	1	Lump Sum	\$264,000.00	\$264,000.00
36		For unforeseen conditions due to potential contamination (Dedicated Allowance)	1	Dedicated Allowance	\$10,000.00	\$10,000.00
37		For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 1% of the Subtotal, (0.01)x(Subtotal, Item 34)		Dedicated Allowance		\$74,997.82
38		Contingency Allowance for unforeseen conditions, for minor const. changes and for quantity adjustments, If ordered by the engineer (10%) (Subtotal, Item 34)		Contingency Allowance		\$749,978.22
39		Sub-Total Water & Sewer - (Sum of Bid Items Nos. 34, 35, 36, 37 & 38)			\$8,598,758.29	

Bid Tabulation Analysis
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Date of Bid: 08/01/2019

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

					OPC	
					A&P Engineers	
Item		Description	Qty	Units	\$/Units	Total
1	0458-1-21	Bridge deck expansion joint, rehabilitation, poured joint with backer rod*	354	Lin. Ft	\$45.53	\$45.53
2	0458-2-	Polymer nosing for bridge deck expansion joint****	100	Cubic Feet	\$670.78	\$670.78
3	0101-1-	Mobilization (42934615801)***	1	Lump Sum	\$168,024.81	\$168,024.81
4	0102-1-	Maintenance of Traffic (42934615801)***	1	Lump Sum	\$58,083.83	\$58,083.83
5	0102-3-	Commercial material for temporary driveway maintenance*	29.6	Cubic Yard	\$27.41	\$27.41
6	0102-14-	Traffic Control Officer*	720	Hours	\$44.34	\$31,924.80
7	0102-60-	Work zone sign*	16,920	ED	\$0.18	\$3,045.60
8	0102-61-	Business sign*	136	Each	\$34.60	\$4,705.60
9	0102-74-1	Channelizing Device-Types I, II, DI, VP, Drum, or LCD*	113,210	ED	\$0.10	\$11,321.00
10	0102-74-2	Channelizing Device, Type III, 6' *	2040	ED	\$0.30	\$612.00
11	0102-74-7	Channelizing Device-Pedestrian LCD (Longitudinal Channelizing Device)*	12,335	Lin. Ft	\$1.49	\$18,379.15
12	0102-76-	Arrow Board/ Advance Warning Arrow Panel*	1,430	ED	\$7.07	\$10,110.10
13	0102-78-	Temporary Retroreflective Pavement Marker *	4,617	Each	\$2.58	\$11,911.86
14	0102-99-	Portable Changeable Message Sign, Temporary*	1,416	ED	\$9.84	\$13,933.44
15	0102-104-	Temporary signalization and maintenance, Intersection*	3,740	ED	\$11.33	\$42,374.20
16	0102-107-1	Temporary traffic detection and maintenance, Intersection*	3,740	ED	\$7.98	\$29,845.20
17	0104-10-3	Sediment barrier *	325	Lin. Ft	\$1.95	\$633.75
18	0104-18-	Inlet protection system*	127	Each	\$74.59	\$9,472.93
19	*0107-1-	Litter removal*	60.53	AC	\$6.46	\$391.02
20	*0107-2-	Mowing*	16.310	AC	\$12.08	\$197.02
21	0110-1-1	Clearing & Grubbing (42934615801)***	1	Lump Sum	\$57,177.67	\$57,177.67

Bid Tabulation Analysis
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Date of Bid: 08/01/2019

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

Item		Description	Qty	Units	OPC	
					A&P Engineers	
					\$/Units	Total
22	0110-2-2	Selective Clearing and Grubbing, areas with trees to remain*	0.11	AC	\$28,275.23	\$3,110.28
23	0110-4-10	Removal of existing concrete*	3,586	Square Yards	\$29.00	\$103,994.00
24	0110-86-	Delivery of salvageable material to FDOT (42934615801)***	1	Lump Sum	\$3,373.08	\$3,373.08
25	0162-1-11	Prepared soil layer, finish soil layer, 6"	4,380	Square Yards	\$5.04	\$22,075.20
26	0285-701-	Optional Base, base group 01*	14	Square Yards	\$14.15	\$198.10
27	0327-70-5	Milling existent asphalt pavement, 2" avg depth *	92,633	Square Yards	\$2.86	\$264,930.38
28	0327-70-8	Milling existent asphalt pavement, 2 1/2" avg depth *	760	Square Yards	\$3.25	\$2,470.00
29	0334-1-13	Superpave Asphaltic Concrete, Traffic C*	5,398.6	Ton	\$116.76	\$630,340.54
30	0337-7-82	Asphalt Concrete Friction Course, Traffic C, FC-9.5, PG 76-22*	5,136.80	Ton	\$154.04	\$791,272.67
31	0425-1-205	Inlets, Curb, Type 9, Partial*	1	Each	\$6,750.00	\$6,750.00
32	0425-1-355	Inlets, Curb, Type P-5, Partial*	7	Each	\$3,969.38	\$27,785.66
33	0425-1-361	Inlets, Curb, Type P-6, <10"	1	Each	\$4,670.20	\$4,670.20
34	0425-2-43	Manholes, P-7, Partial*	1	Each	\$1,536.59	\$1,536.59
35	0425-5-	Manhole, Adjust*	43	Each	\$904.96	\$38,913.28
36	0425-11	Modify existing drainage structure *	7	Each	\$4,300.00	\$30,100.00
37	430-175-11	Pipe Culvert, optional material, round, 15" S/CD*	14	Lin. Ft	\$138.35	\$1,936.90
38	0515-2-311	Pedestrian/Bicycle railing, aluminum only, 42" Type 1*	122	Lin. Ft	\$38.00	\$4,636.00
39	0520-1-7	Concrete Curb & Gutter, Type E*	10,664	Lin. Ft	\$19.36	\$206,455.04
40	0520-1-10	Concrete Curb & Gutter, Type F*	4,347	Lin. Ft	\$21.77	\$94,634.19
41	0520-2-4	Concrete Curb, Type D*	519	Lin. Ft	\$25.43	\$13,198.17
42	0520-5-41	Traffic Separator Concrete-Type IV, 4' wide*	297	Lin. Ft	\$49.06	\$14,570.82

Bid Tabulation Analysis
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Date of Bid: 08/01/2019

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

					OPC	
					A&P Engineers	
Item		Description	Qty	Units	\$/Units	Total
43	0522-1-	Concrete sidewalk and driveways, 4" thick*	1,055	Square Yards	\$41.04	\$43,297.20
44	0522-2	Concrete sidewalk and driveways, 6" thick*	1,777	Square Yards	\$52.70	\$93,647.90
45	0527-2	Detectable Warnings *	1,049	Square Ft	\$29.40	\$30,840.60
46	0536-1-1	Guardrail-Roadway, General TL-3*	34	Lin. Ft	\$16.07	\$546.38
47	0536-73-	Guardrail removal*	51	Lin. Ft	\$1.23	\$62.73
48	0570-1-2	Performance Turf, Sod*	4,380	Square Yards	\$2.22	\$9,723.60
49	0630-2-11	Conduit, Furnish & Install, Open Cut*	31	Lin. Ft	\$9.14	\$283.34
50	0630-2-12	Conduit, Furnish & Install, Directional Bore*	91	Lin. Ft	\$23.10	\$2,102.10
51	0635-2-11	Pull & Splice Box, F&I, 13"x 24" cover size*	3	Each	\$870.08	\$2,610.24
52	0695-1-1	Traffic monitoring site vehicle sensor-non-weight, furnish & install*	4	Each	\$1,558.05	\$6,232.20
53	0695-6-12	Traffic monitoring site inductive loop assembly , furnish & install, 2 loops*	4	Each	\$1,515.15	\$6,060.60
54	0710-11-101	Painted pavement markings, standard, white, solid, 6"	6.102	GM	\$513.29	\$3,132.10
55	0710-11-102	Painted pavement markings, standard, white, solid for interchange and urban island, 8"	0.317	GM	\$750.88	\$238.03
56	0710-11-123	Painted pavement markings, standard, white, solid for crosswalk and roundabout, 12"	7,251	Lin. Ft	\$0.54	\$3,915.54
57	0710-11-124	Painted pavement markings, standard, white, solid for diagonal or chevron, *	1,100	Lin. Ft	\$0.79	\$869.00
58	0710-11-125	Painted pavement markings, standard, white, solid for stop line or crosswalk, 24"	1,812	Lin. Ft	\$0.98	\$1,775.76
59	0710-11-13	Painted pavement markings, standard, white, skip, 10-30 or 3-9 skip, 6" wide*	4.159	GM	\$253.21	\$1,053.10
60	0710-11-14	Painted pavement markings, standard, white, 2-4 dotted guideline/ 6-10 dotted extension, 6"	0.013	GM	\$384.27	\$5.00
61	0710-11-160	Painted pavement markings, standard, white, message or symbol*	12	Each	\$37.61	\$451.32
62	0710-11-170	Painted pavement markings, standard, white, arrows*	80	Each	\$20.44	\$1,635.20
63	0710-11-201	Painted pavement markings, standard, yellow, solid, 6"	5.631	GM	\$523.24	\$2,946.36

Bid Tabulation Analysis
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Date of Bid: 08/01/2019

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

					OPC	
					A&P Engineers	
Item		Description	Qty	Units	\$/Units	Total
64	0710-11-224	Painted pavement markings, standard, yellow, solid for diagonal or chevron, 18"	1,739	Lin. Ft	\$0.84	\$1,460.76
65	0710-11-231	Painted pavement markings, standard, yellow, skip, 6"	0.5240	GM	\$1,000.00	\$524.00
66	0710-11-290	Painted pavement markings, standard, yellow, island nose*	146	Square Ft	\$1.69	\$246.74
67	*0999-25-	Initial contingency amount, do not bid (42934615801)***	1	Lump Sum	\$50,000.00	\$50,000.00
68	0700-1-11	Single Post Sign, F&I Ground Mount, up to 12 SF*	107	AS	\$351.01	\$37,558.07
69	0700-1-12	Single Post Sign, F&I Ground Mount, 12-20 SF*	11	AS	\$1,237.19	\$13,609.09
70	0700-1-13	Single Post Sign, F&I Ground Mount, 21-30 SF*	16	AS	\$1,356.71	\$21,707.36
71	0700-1-50	Single Post Sign, Relocate*	3	AS	\$261.03	\$783.09
72	0700-1-60	Single Post Sign, Remove*	112	AS	\$24.26	\$2,717.12
73	0700-3-501	Sign Panel, Relocate, up to 12 SF*	1	Each	\$195.00	\$195.00
74	0700-3-601	Sign Panel, Remove, up to 12 SF *	1	Each	\$23.43	\$23.43
75	0700-3-602	Sign Panel, Remove, 12-20 SF*	1	Each	\$12.50	\$12.50
76	0705-10-1	Object Marker, Type 1*	3	Each	\$187.63	\$562.89
77	0705-11-1	Delinator, Flexible Tubular*	49	Each	\$48.40	\$2,371.60
78	0710-90-	Painted pavement markings, final surface (42934615801)*	1	Lump Sum	\$22,026.05	\$22,026.05
79	0711-11-123	Thermoplastic, standard, white, solid, 12" for crosswalk and roundabout*	7,251	Lin. Ft	\$1.62	\$11,746.62
80	0711-11-124	Thermoplastic, standard, white, solid, 18" for diagonals and chevrons*	1,100	Lin. Ft	\$2.35	\$2,585.00
81	0711-11-125	Thermoplastic, standard, white, solid, 24" for stop line and crosswalk*	1,812	Lin. Ft	\$3.02	\$5,472.24
82	0711-11-141	Thermoplastic, standard, white, solid, 2-4 dotted guideline/6-10 gap extension, 6"	0.013	GM	\$1,359.56	\$17.67
83	0711-11-160	Thermoplastic, standard, white, message or symbol*	12	Each	\$93.48	\$1,121.76
84	0711-11-170	Thermoplastic, standard, white, arrow*	80	Each	\$46.58	\$3,726.40

Bid Tabulation Analysis
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Date of Bid: 08/01/2019

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

					OPC A&P Engineers	
Item		Description	Qty	Units	\$/Units	Total
85	0711-11-224	Thermoplastic, standard, yellow, solid, 18" for diagonal and chevron*	1,737	Lin. Ft	\$2.46	\$4,273.02
86	0711-14-125	Thermoplastic, preformed, white, solid, 24" for crosswalk*	3,516	Lin. Ft	\$17.98	\$63,217.68
87	0711-14-160	Thermoplastic, preformed, white, message*	5	Each	\$297.89	\$1,489.45
88	0711-16-101	Thermoplastic, standard-other surfaces, white, solid, 6" *	6,102	GM	\$3,570.52	\$21,787.31
89	0711-16-102	Thermoplastic, standard-other surfaces, white, solid, 8"	0.317	GM	\$4,678.39	\$1,483.05
90	0711-16-131	Thermoplastic, other surfaces, white, skip, 6", 10-30 skip or 3-9 lane drop *	4,159	GM	\$1,411.16	\$5,869.01
91	0711-16-201	Thermoplastic, standard-other surfaces, yellow, solid, 6" *	5,631	GM	\$3,595.92	\$20,248.63
92	0711-16-231	Thermoplastic, standard-other surfaces, yellow, skip, 6"	0.524	GM	\$1,374,045.00	\$719,999.58
93	0635-2-11	Pull & Splice Box, F&I, 13"x 24" cover size*	33	Each	\$870.08	\$28,712.64
94	0630-2-12	Conduit, Furnish & Install, Directional Bore*	1,052	Lin. Ft	\$23.10	\$24,301.20
95	0632-7-1	Signal Cable- New or Reconstructed Intersection, Furnish & Install*	8	PI	\$5,665.42	\$45,323.36
96	0632-7-2	Signal Cable-Repair/Replace/Other, Furnish & Install *	40	Lin. Ft	\$3.74	\$149.60
97	0632-7-6	Signal Cable, Remove- Intersection*	7	PI	\$793.96	\$5,557.72
98	0635-2-11	Pull & Splice Box, F&I, 13"x 24" cover size*	114	Each	\$870.08	\$99,189.12
99	0646-1-11	Aluminum Signals Pole, Pedestal*	23	Each	\$1,448.74	\$33,321.02
100	0646-1-60	Aluminum Signals Pole, Remove*	1	Each	\$236.49	\$236.49
101	0653-1-11	Pedestrian signal, Furnish & Install LED Countdown, 1 way*	21	AS	\$733.58	\$15,405.18
102	0653-1-12	Pedestrian signal, Furnish & Install LED Countdown, 2 ways*	3	AS	\$1,223.13	\$3,669.39
103	0653-1-60	Pedestrian signal, remove ped signal-pole/pedestal to remain*	21	AS	\$78.73	\$1,653.33
104	0660-2-108	Loop Assembly, F&I, Type F*	40	AS	\$1,250.19	\$50,007.60
105	0665-1-11	Pedestrian detector, furnish & install, standard*	28	Each	\$251.18	\$7,033.04

Bid Tabulation Analysis
Miami Dade Water and Sewer Department
Furnish and Install 36-Inch WM along NW/NE 135 St., from NW 7 Ave. to NE 16 Ave.
E13-WASD-10 - Task # 10, PCTS #12427, ER #W016926

Date of Bid: 08/01/2019

MUNICIPALITY: City of North Miami & City of North Miami Beach Portions of: Sec. 19, 20, 23-26, 29 & 30, Twp. 52 S., Rge. 41 & 42 E.

					OPC	
					A&P Engineers	
Item		Description	Qty	Units	\$/Units	Total
106	0665-1-60	Pedestrian detector, remove-pole/pedestal to remain*	25	Each	\$51.22	\$1,280.50
107	0670-5-400	Traffic Controller Assembly, Modify*	9	AS	\$2,655.26	\$23,897.34
		SUB-TOTAL FDOT Roadway Project			\$4,307,839.75	
		Sub-Total WASD Project (see Item #39 in section above)			\$8,598,758.29	
		TOTAL BID - (Sum of Bid Items Nos. 39 & 40)			\$12,906,598.04	

LEGEND for MDWASD

* NW 106th Street
 ** NW 52nd Ave (T2191)
 *** T4206
 **** T2351
 ***** T2393
 ***** T2489

Legend for FDOT

* FDOT Historical Cost Statewide 12 Months Area 13
 ** NW 106th Street W/M Cost
 *** No Comparison used contractors quote
 **** FDOT Historical Cost Statewide 6 Months

CONTRACT



THIS CONTRACT, made and entered into on the _____ day of _____, 20_____, by and between Miami-Dade County, Florida, acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"), and Acosta Tractors, Inc., party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

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

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

**"FURNISH AND INSTALL 36-INCH D.I.P. WATER MAIN
ALONG NW/NE 135 STREET, FROM NW 7 AVENUE TO
NE 16 AVENUE AND FDOT STATE ROAD 916/NW/NE 135
STREET IMPROVEMENTS, CONTRACT NO W-947"**

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Twelve Million Eight Hundred Two Thousand Seven Hundred Twenty Nine Dollars and Fifty One Cents (U.S. Dollars) \$12,802,729.51.**

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

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

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

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Terms and Conditions, the Supplemental General Terms and Conditions, Special Provisions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as W-947

CONTRACT

amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Criminal Record (Felony) (as amended by Ordinance 00-30; Community Workforce Program County Code Section 2-1701, Office of Miami-Dade County Inspector General (IG) (if Ordinance 97-215 as amended by Ordinance 99-15 is applicable); Sworn Statement – Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

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

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

7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11.D(1) Termination for Convenience.

CONTRACT

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

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor or Mayor's Designee

(PARTY OF THE FIRST PART)

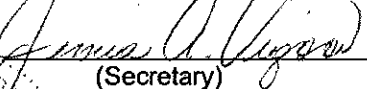
Approved as to Form and Legal Sufficiency

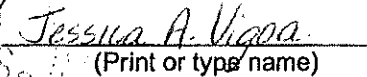
Assistant County Attorney
Miami-Dade Water and Sewer Department

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST


(Secretary)


(Print or type name)

Acosta Tractors, Inc.

(Name of Corporation)

By: 
(Signature of Officer)

Felix Acosta
(Print or type name)

President
(Official Title)

11986 N.W. 97th Avenue

Hialeah Gardens, FL 33018
(Address)

(PARTY OF THE SECOND PART)

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



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 Felix Acosta who
being duly sworn states: (insert name of affiant)

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

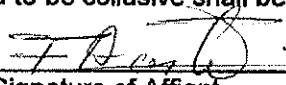
I state that the bidder of this contract:

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

OR

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

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

By: 
Signature of Affiant

Date 20____

Felix Acosta, President
Printed Name of Affiant and Title

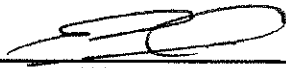
5 / 9 - 1 / 4 / 5 / 4 / 8 / 6 / 1 /
Federal Employer Identification Number

Acosta Tractors, Inc.
Printed Name of Firm

11986 NW 97th Ave. Hialeah Gardens, FL 33018
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____
as identification. Type of identification _____



Signature of Notary

66966203

Serial Number

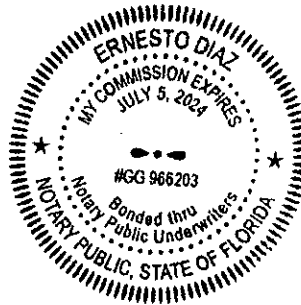
Ernesto Diaz

Print or Stamp Name of Notary

7/5/2024

Expiration Date

Notary Public – State of Florida





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

EXHIBIT
"M"

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

**FEDERAL EMPLOYER
IDENTIFICATION NUMBER (FEIN)**

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

☒ FEIN 59-1454861

**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 238900

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

Acosta Tractors, Inc.

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

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

11986 NW 97th Ave.

Hialeah Gardens

Florida

USA

33018

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
Felix Acosta	President	11986 NW 97 Avenue Hialeah Gardens, FL 33018

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	
Felix Acosta	President	100%	11986 NW 97th Ave Hialeah Gardens, FL 33018	X				X				

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											

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

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

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

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No X
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			1
Black		2	
Hispanic		52	4
Asian/Pacific Islander			
Native American/Alaskan Native			
Other			
Total Number of Employees		54	5
		59	
		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

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

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

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

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

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

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

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

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

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

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

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

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

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

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

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

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

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

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

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

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

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

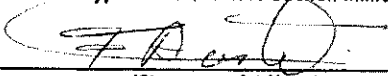
Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

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

AFFIRMATION

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

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



(Signature of Affiant)

(Date)

Felix Acosta, President

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public –
State of:

Florida
State

Miami-Dade
County of

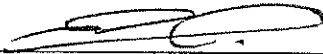
SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____ 20 _____.

by Felix Acosta

He or she is personally known to me ☒

Or has produced identification ☐

Type of Identification Produced _____



Signature of Notary Public

66 966 203

(Serial Number)

Ernesto Diaz

Print or Stamp of Notary Public

7/5/2024

Expiration Date

Notary Public Seal
(When applicable)



Contractor Due Diligence Affidavit

- (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.

Contract No. W-947	
Contract No. :	FDOT No. 429346-1-58-01 Federal Employer Identification Number (FEIN): 59-1454861
Contract Title:	<u>Furnish and Install 36-Inch D.I.P. Water Main Along NW/NE 135 Street From NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements</u>

33018
Zip Code

Rev 10-10-16



MIAMI DADE COUNTY
Small Business Development
Firm History Report

From: 04/01/2015 To: 04/01/2020

SUBCONTRACTORS

FIRM NAME: ACOSTA TRACTORS INC
11986 NW 97th Ave
Hialeah Gardens, FL 33018-0000

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	SUBCONT AMOUNT	PAID TO SUB	PERIOD ENDING	PRIMES	AWARD AMOUNT	PAID TO PRIME	REQ TO DATE
RQMT1800006	1	ID	NO MEASURE SBE	11/01/2017					\$3,350,000.00		
HURRICANE IRMA DEBRIS / PUSH & CLEAR - EMERGENCY											

MULTIPLE FIRMS

\$3,350,000.00

Total Subcontractor Amount





MEMORANDUM

(Revised)

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

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(O)(4)

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)(4)
10-6-20

RESOLUTION NO. R-1011-20

RESOLUTION RATIFYING ACTION BY COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA SPECIFICALLY APPROVING AWARD OF A CONSTRUCTION CONTRACT TO FURNISH AND INSTALL 36-INCH DIP WATER MAIN ALONG NW/NE 135 STREET FROM NW 7 AVENUE TO NE 16 AVENUE AND FDOT STATE ROAD 916/NW/NE 135 STREET IMPROVEMENTS, CONTRACT NO. W-947 TO ACOSTA TRACTORS, INC., IN THE AMOUNT OF \$12,802,729.51; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the action of the County Mayor or County Mayor's designee, as authorized by Section 2-8.2.12 of the Code of Miami-Dade County, specifically, to approve the award of a construction contract to furnish and install a 36-inch ductile iron pipe water main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements, Contract No. W-947, to Acosta Tractors, Inc. in the amount of \$12,802,729.51; and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in such contract, as set forth in the accompanying memorandum and attachments thereto. The solicitation documents and contract are kept on file with and are available upon request from the Intergovernmental Affairs Division of the Miami-Dade Water and Sewer Department.

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

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	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	absent	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

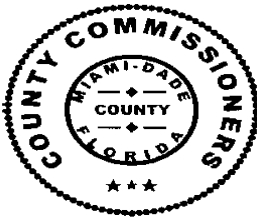
The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.

SED

Sarah E. Davis