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

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2022

Agenda Item No. 8(O)(2)

Resolution No. R-326-22

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Honorable Daniella Levine Cava
Mayor

Subject: Resolution Awarding a Design-Build Contract to Lanzo Construction Co., Florida for the Installation of a 54-inch Diameter Water Transmission Main

RECOMMENDATION:

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a design-build contract (Contract) to Lanzo Construction Co., Florida (Lanzo) for the Installation of a 54-Inch Diameter Waster Transmission Main near Red Road from the John E. Preston Water Treatment Plant to West 53 Street– Project No. DB20-WASD-01; Contract No. 20LCCF003 (the Project), pursuant to Section 2-8.1 of the Miami-Dade County Code. The total compensation amount shall not exceed $24,309,622.34, including contingencies and dedicated allowances account with a total contract term of 1,190 days. This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

This Request for Design-Build Services was advertised on September 4, 2020, under a full and open competition. On September 22, 2020, the Clerk of the Board received five (5) proposals, in response to the solicitation. The contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

DELEGATION OF AUTHORITY:

Pursuant to the provisions of Section 2-8.2.12 of the Miami-Dade County Code, the County Mayor or County Mayor's designee will have the authority to execute, amend and terminate the Contract and to resolve disputes. Additionally, 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 Agreement 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/alternate contract amount. Pursuant to Section 2-8.2.12 (7), all actions taken pursuant to Section 2-8.2.12 are subject to ratification by the Board of County Commissioners.

PROJECT NAME:

Design-Build Services for the Installation of a 54-inch Diameter Water Transmission Main near Red Road from the John E. Preston Water Treatment Plant to West 53 Street.

PROJECT DESCRIPTION:

The Scope of Services shall include, but are not limited to site investigation, engineering, design, and preparation of technical specifications and plans; permitting; construction, testing and commissioning services; and customer contact for the implementation of a new 54-inch diameter water transmission main, along the identified route, from the John E. Preston Water Treatment Plant to West 53 Street. The design and construction services rendered by Lanzo shall result in a complete, functional, and operable piping Project.

The Project includes the following elements: design and construct approximately 3.2 miles of 54-inch diameter water transmission main, of ductile iron pipe, including approximately 2,540 liner feet of microtunneling for the 54-inch diameter carrier pipe at crossings with canals, the Metrorail, the FEC railroad, Florida Department of Transportation roadways, and major intersections. The route of the proposed transmission main is as described below:

1. Starting West 2 Avenue and West 13 Street by either connecting to a proposed 54-inch outlet on the 72-inch diameter water transmission main or providing a (restrained) valve, a plug, and flushing valve

assembly for future connection to the 72-inch diameter water transmission main proposed under Contract W-942 if the 72-inch diameter main and 54-inch outlet connection have not yet been installed;
2. Along West 13 Street to West 1 Avenue;
3. North along West 1 Avenue to West 29 Street, tunneling under the Miami-Dade Metrorail and the FEC railroad;
4. West along West 29 Street, crossing Red Road to the West 4 Avenue/Service Road, tunneling under Red Road, then installing a 54-inch by 54-inch tee, with 54-inch butterfly valve, spool piece, plug and flushing valve assembly (all restrained) for a future connection by others;
5. North along West 4 Avenue/Service Road to approximately West 51 Place, tunneling from West 44 Place to just north of West 49 Street
6. Crossing the Red Road Canal; and
7. Connecting to the existing 54-inch diameter PCCP water transmission main in Red Road south of C-7 Canal, at approximately West 51 Place.

The Scope of Services shall also include all professional services, all labor, supervision, quality control, project controls, safety programs, materials, tools, equipment, services, methods and procedures necessary for Lanzo to fulfill the intent of the contract documents and to provide a complete, fully functional, and satisfactory Project.

Under this solicitation, Alternate Technical Proposal were allowed to be submitted by the firms to provide an alternate solution at an equal or lesser price than the Base Technical Proposal.

For this Project, the County has accepted Alternate Technical Proposal No. 1, submitted by Lanzo, which consists of:
1. Reducing the north micro-tunnel along Service Road from 1,900 linear feet to 230 linear feet.
2. Changing the North connection point to be on a swale area (rather than Red Road), just West of Red Road at approximately West 53 Street by tapping the existing 54-inch transmission main,
3. Changing the location of the 54-inch by 54-inch tee and associated piping and valve to the southern side of West 29 Street at the Service Road

Such Alternate Technical Proposal No. 1 is represented in Exhibit A and A-1 "Alternate Technical Proposal No. 1" attached to the Contract. In accordance with the Request for Design-Build Services (RDBS), since Lanzo has been recommended to be awarded the Project Contract based on a validated Alternate Technical Proposal No. 1, Lanzo accepts full technical, cost and schedule responsibility and risks for the feasibility of implementing the Alternate Technical Proposal No. 1 with the Design-Build Contract Price and Schedule Dates as shown in Exhibits "A" and "C" attached to the Contract.

Lanzo agrees that if Alternate Technical Proposal No. 1 is determined not feasible or impractical based on the performance criteria described in the Design Criteria Package or for any reason, including any reason beyond the control of Lanzo, Lanzo is required to perform the Project, without recourse, in accordance with the original requirements of the RDBS Design Criteria Package and at the same price and schedule as contracted.

The County's decision to accept Alternate Technical Proposal No. 1 shall be final and binding upon execution of the Contract. However, the County's decision to proceed with Alternate Technical Proposal No. 1 in no way relieves Lanzo of all responsibilities and risks for implementing the Alternate Technical Proposal No. 1 or performing the original Design Criteria approach to meet the Contract Schedule Dates if the Alternate Proposal No. 1 is determined not feasible.

Additionally, the project will incorporate the Institute for Sustainably Infrastructure's Envision Rating System, where practicable and feasible.

PROJECT LOCATION:
The 54-inch water main originates from John E. Preston Water Treatment Plant located at 1100 West 2 Avenue, Hialeah, Florida 33010 and proceeds along West 13 Street to West 1 Avenue. It then turns north and continues along 1 Avenue to West 29 Street and proceeds west along West 29 Street to Service Road. It continues along Service Road to West 53 Street and connects to the existing 54-inch water main located on Red Road, south of Little River Canal.

PRIMARY COMMISSION DISTRICTS: District 6, Commissioner Rebecca Sosa
APPROVAL PATH: Board of County Commissioners
MANAGING DEPARTMENT: WASD

SMALL BUSINESS DEVELOPMENT (SBD): Project Worksheets attached as Exhibit "A".
SUBMITTAL DATE: 9/03/2020 **SIGNOFF DATE:** 09/08/2020

TYPE	GOAL	COMMENT
SBE- Architectural/Engineering	24.00%	Implementing Order 3-32
SBE-Goods and Services	0.50%	Implementing Order 3-41
SBE-Construction	10.04%	Implementing Order 3-22
Community Workforce Program	10.00%	

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

Technical Categories	Description
6.01 Prime	Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems
16.00 Prime	General and Civil Engineering
3.04 Other	Highway Systems – Traffic Engineering Studies
6.01A Other	Water and Sanitary Sewer Systems – Utility Tunneling for Water Distribution and Sanitary Sewage Collection and Transmission Systems
9.01 Other	Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services
9.02 Other	Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
9.03 Other	Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services
9.04 Other	Soils, Foundations and Materials Testing – Non-Destructive Testing and Inspections
10.02 Other	Environmental Engineering-Geology Services
10.05 Other	Environmental Engineering – Contamination Assessment and Monitoring
11.00 Other	General Structural Engineering
12.00 Other	General Mechanical Engineering
15.01 Other	Surveying and Mapping – Land Surveying
15.03 Other	Underground Utility Location
17.00 Other	Engineering Construction Management

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

Subconsultants	Goal	Technical Categories/Services
A & M Brothers Concrete Corp.	.79%	Perform poured concrete foundation and structure
ACME Barricades, L.C.	N/A	Barricades
Alfredo J. Balsera, P.A.	N/A	Public Involvement
Caruva Inc.	8.01%	Perform utility site and road work
CES Consultants, Inc.	N/A	Lead Designer

GCES Engineering, LLC	2%	9.01 and 9.02
General Asphalt Co., Inc.	N/A	Provide asphalt
HSQ Group, Inc.	11%	15.01, 16.00, and 17.00
Huxted Tunneling LLC	N/A	Microtunneling
MCG Mims Construction Group, LLC	.50%	Provide pipe and fitting
Premiere Design Solutions, Inc.	11%	3.04, 6.01, 15.01 and 16.00
Rangeline Tapping Services, Inc.	N/A	Hot Tap Pressure Main
Star Paving Corporation	1.24%	Perform highway, street and bridge construction
Terracon Consultants, Inc.	N/A	Geotechnical Services

FISCAL IMPACT/ FUNDING SOURCES:
Water Connections Charges, WASD Revenue Bonds Sold and Future WASD Revenue Bonds

CAPITAL BUDGET PROJECT NUMBER - DESCRIPTION: See attached Exhibit "C".
9654031 - North Miami Dade – Water Transmission Main Improvements
Adopted FY 2021-2022 Budget and Multi-Year Capital, Volume 3, Page 86

PTP FUNDING: No
GOB FUNDING: No
ARRA FUNDING: No
TOTAL CONTRACT PERIOD: 1,190
CONTINGENCY TIME: 119
IG FEE INCLUDED IN BASE CONTRACT: Yes
ART IN PUBLIC PLACES: No

BASE CONTRACT AMOUNT: $22,190,390 Engineering $ 2,200,057.00
Construction $19,990,333,00

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

Type	Percent	Amount	Comment
Design-Build	10% 5%	$220,005.70 $999,516.65 $1,219,522.35	The Contingency Allowance fees are calculated in accordance with Ordinance No. 00-65: five (5) percent of construction costs totaling $999,516.65, and ten (10) percent of engineering costs totaling $220,005.70.

DEDICATED ALLOWANCES:
Permit Fees $599,709.99
Environmental Issues $300,000.00
TOTAL DEDICATED ALLOWANCES: $899,709.99
TOTAL CONTRACT AMOUNT: $24,309,622.34

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

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

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

EXPLANATION:
On September 4, 2020, a Request for RDBS was issued under full and open competition. On September 22, 2020, the Clerk of the Board received five (5) proposals, in response to the solicitation. See attached Exhibit D, "List of Respondents."

On October 8, 2020, SBD completed its review of the SBE contract measures and confirmed that all five firms had complied with the Step 1 submittal requirements. See attached Exhibit E, "SBD Compliance Review – Step 1."

Step 1:
At the Step 1 "Evaluation of Qualifications" meeting held on October 16, 2020, the Competitive Selection Committee reviewed and ranked the qualifications of the five (5) firms received on September 22, 2020, see "Step 1 Tabulation Report" attached as Exhibit F. Subsequently, the Competitive Selection Committee short-listed all five (5) firms to submit a Base Technical Proposal as required by the Request to Design-Build Services Design Criteria Package for the Step 2 "Technical and Price Proposal Evaluation" meeting.

In addition to the Base Technical Proposal, the short-listed firms had the option of submitting an Alternate Technical Proposal which allowed firms to provide an alternate solution at an equal or lesser price than the Base Technical Proposal. If the Competitive Selection Committee approved an Alternate Technical Proposal submitted by a firm and it was determined that the Alternate Technical Proposal was not feasible during project implementation, the firm was required to perform the project in accordance with the Base Technical Proposal submitted, at the price and time schedule proposed in the Alternate Technical Proposal

Step 2 Technical and Price Proposal Meeting:
The Step 2 "Technical and Price Proposal" meeting (Oral Presentations) was held on November 24, 2020. The Competitive Selection Committee evaluated and ranked all five (5) firms based on the Step 2 evaluation criteria and recommended that the County Mayor or County Mayor's designee approve negotiations with Lanzo. See the tabulation report attached as Exhibit G, "Step 2 Tabulation Sheet".

Firm	Qualitative Score	Alternate/Base Price Proposal	Adjusted Bid	Final Ranking
Lanzo Construction Co., Florida	433	$22,190,399.00	51.248	1
Ric-Man Construction Florida Inc.	461	$26,922,960.00	58.401	2
Ric-Man Construction Inc.	444	$26,860,000.00	60.495	3
David Mancini and Sons Inc.	417	$27,000,000.00-	64.748	4
Ric-Man International Inc.	383	$41,811,995.95	109,190	5

The Negotiation Committee was approved by the County Mayor's designee on December 9, 2020. The Negotiation Committee met and concluded its second negotiations meeting on March 8, 2021, with Lanzo. See attached Exhibit "H", "Negotiation Authorization".

Compliance Review - Step 2
On June 10, 2021, SBD completed its Step 2 Compliance Review and determined that Lanzo was in compliance with the 10.04% SBE construction and 0.50% SBE goods/services contract measures established for the contract. See attached Exhibit I, "SBD Compliance Review – Step 2".

Based on the ISD's CIIS database, Lanzo has 36 evaluations with an average 3.5 rating out of a possible total 4.0 points. See attached Exhibit J.

PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST THREE (3) YEARS:
According to the Firm History Report provided by Internal Services Department, Division SBD, Lanzo has been awarded five (5) contracts with Miami-Dade County, with a total contract value of $43,107,804 in the past three (3) years. See attached Exhibit K, "Firm History Report."

Pursuant to Resolution No. R-1011-15:

Firm	Address of Branch Offices or Headquarters in Miami-Dade*	Total number of employees for your firm	Number of Employees that reside in Miami-Dade County	Number of Employees that reside in Miami-Dade County
Lanzo Construction Co., Florida	2600 S.W. 3rd Avenue, Suite 301, Miami, Florida 33129	159	52	33%

Minimum Qualifications Exceed Legal Requirements: Yes, the Competitive Selection Committee deemed that Lanzo and their team members met the minimum experience and qualifications as indicated in the RDBS. See attached Exhibit L, "Minimum Experience and Qualifications".

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

Submittal Date: 09/22/2020
Estimated Notice to Proceed: 04/01/2022
Applicable Wages (Resolution No. R-54-10): No
Mandatory Clearing House: No
Contract Manager Name/Phone/Email: Patty Palomo/786-552-8040/Patty.Palomo@miamidade.gov
Project Manager Name/Phone/Email: Patrick Brown/786-552-4144/Hugh.Brown@miamidade.gov

Jorge Fernandez for — 1/4/22
David Clodfelter — **Date**
OMB Director

Approved as to legal sufficiency:

January 3, 2022
Angela Benjamin — **Date**
Assistant County Attorney

2/10/2022
Jimmy Morales — **Date**
Chief Operations Officer

EXHIBIT A

Small Business Development Division

Project Worksheet

Project/Contract Title:	Design-Build Services For The Installation Of A 54-Inch Diameter Water Transmission Main Near Red Road From John E. Preston Treatment Plant To West 53 Street	Received Date:	09/03/2020
Project/Contract No:	DB20-WASD-01 (DESIGN)	Funding Source:	Water Connection Charges, WASD Revenue Bonds Sold, Future WASD Revenue Bonds
Department:	Water & Sewer		
Estimated Cost of Project/Bid:	$2,967,000.00		
Description of Project/Bid:	Design-Build Services For The Installation Of A 54-Inch Diameter Water Transmission Main Near Red Road From John E. Preston Treatment Plant To West 53 Street.		

Contract Measures

Measure	Program	Goal Percent
Goal	SBE - A&E	24.00%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E)
An analysis of the factors contained in the project package, as well as the factors contained in Section V, B, 2, C, of Implementing Order 3-32 indicates a 24.00% SBE-A&E Sub-Consultant Goal is appropriate for this contract in the following Technical Categories: TC 3.04 (Highway Systems - Traffic Engineering Studies) - 3.00%, TC 11.00 (General Structural Engineering) - 2.00%, TC 12.00 (General Mechanical Engineering) - 1.00%, TC 15.01 (Surveying & Mapping - Land Surveying) - 3.00%, TC 15.03 (Underground Utility Location) - 4.00%, TC 9.01 (Soils, Foundations & Materials Testing - Drilling, Subsurface Investigations & Seismographic Services) - 2.00%, TC 9.02 (Soils, Foundations & Materials Testing - Geotechnical & Materials Engineering Services) - 2.00%, TC 9.03 (Soils, Foundations & Materials Testing - Concrete & Asphalt Testing Services) - 1.00%, TC 10.05 (Environmental Engineering – Contamination Assessment & Monitoring) - 1.00%, TC 17.00 (Engineering Construction Management) - 5.00%.

The A&E Services estimated base amount is $2,697,273.00 plus a 10% contingency ($269,727.00).

MDC-TCC 3-04 HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES, MDC-TCC 11-00 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12-00 GENERAL MECHANICAL ENGINEERING, MDC-TCC 15-01 SURVEYING & MAPPING - LAND SURVEYING, MDC-TCC 15-03 UNDERGROUND UTILITY LOCATION, MDC-TCC 9-01 SOILS, FOUNDATIONS & MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS & SEISMOGRAPHIC SERVICES, MDC-TCC 9-02 SOILS, FOUNDATIONS & MATERIALS TESTING - GEOTECHNICAL & MATERIALS ENGINEERING SERVICES, MDC-TCC 9-03 SOILS, FOUNDATIONS & MATERIALS TESTING - CONCRETE & ASPHALT TESTING SERVICES, MDC-TCC 10-05 ENVIRONMENTAL ENGINEERING – CONTAMINATION ASSESSMENT & MONITORING, MDC-TCC 17-00 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 6-01 WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS, MDC-TCC 9-04 SOILS, FOUNDATIONS & MATERIALS TESTING – NON-DESTRUCTIVE TESTING & INSPECTIONS, MDC-TCC 16-00 GENERAL CIVIL ENGINEERING, MDC-TCC 10-02 ENVIRONMENTAL ENGINEERING-GEOLOGY SERVICES

Small Business Contract Measure Recommendation

Subtrade	Category
Highway Systems - Traffic Engineering Studies	SBE-A&E
General Structural Engineering	SBE-A&E
General Mechanical Engineering	SBE-A&E
Surveying & Mapping - Land Surveying	SBE-A&E
Underground Utility Location	SBE-A&E
Soils, Foundations & Materials Testing - Drilling, Subsurface Investigations & Seismographic Services	SBE-A&E
Soils, Foundations & Materials Testing - Geotechnical & Materials Engineering Services	SBE-A&E
Soils, Foundations & Materials Testing - Concrete & Asphalt Testing Services	SBE-A&E
Environmental Engineering – Contamination Assessment & Monitoring	SBE-A&E
Engineering Construction Management	SBE-A&E

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

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

SBO Director

9/08/20
Date

Small Business Development Division

Project Worksheet

Project/Contract Title:	Design-Build Services For The Installation Of A 54-Inch Diameter Water Transmission Main Near Red Road From John E. Preston Treatment Plant To West 53 Street	Received Date:	9/3/2020
Project/Contract No:	DB20-WASD-01 (BUILD)	Funding Source:	Water Connection Charges, WASD Revenue Bonds Sold, Future WASD Revenue Bonds
Department:	Water & Sewer		
Estimated Cost of Project/Bid:	$28,321,367.00		
Description of Project/Bid:	Design-Build Services for the installation of a 54-inch Diameter Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53 Street.		

Contract Measures

Measure	Program	Goal Percent
Goal	SBE - Con	10.04%
Goal	SBE - Goods	0.50%
Workforce Goal	CWP	10.0%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE -- CONSTRUCTION (SBE-CON)
An analysis of the factors contained in Section VI. C. of Implementing Order 3-22 indicates that a 10.04% Small Business Enterprise -- Construction subcontractor goal is appropriate for the trades of Water and Sewer Line Related Structures Construction (Water & Sewer Line Contractors (7.0%-Demolition & Site Preparation Construction), Commercial & Institutional Building Construction (1.5%-General Contractor) and Highway, Street, and Bridge Construction (1.9%-Paving).

The construction amount is $26,972,730.00 plus a 5% Contingency ($1,348,637.00).

SMALL BUSINESS ENTERPRISE - GOODS
An analysis of the factors contained in Section VIII. B. of Implementing Order 3-41 indicates a 0.5% Small Business Enterprise -- Goods Subcontractor goal is appropriate for this contract in Pipe, Tubing and Accessories (Not Fittings) (0.5%) (68500).

Small Business Contract Measure Recommendation

Subtrade	Category

Living Wages:	YES [ ]	NO [X]	Highway:	YES [ ]	NO [X]	Heavy Construction:	YES [ ] NO [X]
Responsible Wages:	YES [ ]	NO [X]	Building:	YES [ ]	NO [X]		

County Mayor (Aviation Only)

Date

SBD Director

9/08/20

Date

EXHIBIT B

DB20-WASD-01: D/B Services for 54" Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53rd Street

SBD CERTIFICATE OF ASSURANCE FORM

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: DB20-WASD-01 Project Title: Design-Build Services for the Installation of a 54-inch Diameter Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53 Street.

Name of Proposer: Lanzo Construction Co., Florida FEIN 59-2011933

Address: 2600 SW 3rd Avenue, Suite 301 City Miami State FL ZIP 33129

Telephone Number: 954-979-0802 Email address: estimating@lanzo.org

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

24 **% SBE-A/E,** 10.04 **% SBE-Con,** .05 **% SBE-G, and/or** .05 **% SBE-S.**

(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 –Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

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

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared James M. Tilli Assistant Secretary, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 21 day of September, 20 20

Signature of Notary Public-State of Florida

My Commission Expires: 6/9/21

NINA M. CASTRO
Notary Public - State of Florida
Commission # GG 077621
My Comm. Expires Jun 9, 2021
Bonded through National Notary Assn.

Revised 10/19

FY 2021 - 22 Proposed Budget and Multi-Year Capital Plan

WATER - MAIN EXTENSIONS **PROJECT #: 9651051**

DESCRIPTION: Construct water main extensions funded from the special construction fund including special taxing districts
LOCATION: Systemwide
Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Water Special Construction Fund	1,166	200	200	200	200	200	200	0	2,366
TOTAL REVENUES:	**1,166**	**200**	**200**	**200**	**200**	**200**	**200**	**0**	**2,366**
EXPENDITURE SCHEDULE:	**PRIOR**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**FUTURE**	**TOTAL**
Construction	840	144	144	144	144	144	144	0	1,704
Planning and Design	327	56	56	56	56	56	56	0	663
TOTAL EXPENDITURES:	**1,166**	**200**	**200**	**200**	**200**	**200**	**200**	**0**	**2,366**

WATER - MIAMI SPRINGS CONSTRUCTION FUND **PROJECT #: 965450**

DESCRIPTION: Repair and/or replace water transmission pipes in Miami Springs
LOCATION: Miami Springs
Miami Springs
District Located: 6
District(s) Served: 6

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Miami Springs Water Construction Fund	12,800	508	0	0	0	0	0	0	13,308
TOTAL REVENUES:	**12,800**	**508**	**0**	**0**	**0**	**0**	**0**	**0**	**13,308**
EXPENDITURE SCHEDULE:	**PRIOR**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**FUTURE**	**TOTAL**
Construction	12,800	508	0	0	0	0	0	0	13,308
TOTAL EXPENDITURES:	**12,800**	**508**	**0**	**0**	**0**	**0**	**0**	**0**	**13,308**

WATER - NORTH MIAMI-DADE TRANSMISSION MAIN IMPROVEMENTS **PROJECT #: 9654031**

DESCRIPTION: Install 36-inch water main along NW 87 Ave to improve transmission capabilities in the north central area of the county and a 48-inch water main connection to the Carol City tank
LOCATION: North Miami-Dade County Area
Miami Gardens
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	14,526	14,869	8,386	4,000	0	0	41,781
WASD Revenue Bonds Sold	15,270	0	0	0	0	0	0	0	15,270
Water Connection Charges	24,672	500	0	0	0	0	0	0	25,172
Water Renewal and Replacement Fund	335	0	0	0	0	0	0	0	335
TOTAL REVENUES:	**40,277**	**500**	**14,526**	**14,869**	**8,386**	**4,000**	**0**	**0**	**82,558**
EXPENDITURE SCHEDULE:	**PRIOR**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**FUTURE**	**TOTAL**
Construction	28,275	10,874	13,945	14,274	8,051	3,840	0	0	79,259
Planning and Design	1,175	453	581	595	335	160	0	0	3,299
TOTAL EXPENDITURES:	**29,450**	**11,327**	**14,526**	**14,869**	**8,386**	**4,000**	**0**	**0**	**82,558**

EXHIBIT D

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Design-Build Services for the Installation of a 54-Inch Diameter Water Transmission Main Near Red from John E. Preston Treatment Pant to West 53 Street

Project No.: DB20-WASD-01

Measures: SBE-AE 24%, SBE-CS 10.04%, SBE-GS 0.05%, CWP 10%

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 09/22/2020

Team No.: 1

Prime Name: RIC MAN CONSTRUCTION FLORIDA INC

Prime Local Preference: Yes

FEIN No.: 201309732

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. WSP USA INC		111531569
b. ALUCES CORPORATION		471310425
c. CONEMCO ENGINEERING, INC	CONEMCO CONSULTANTS	262216389
d. MILLER LEGG & ASSOCIATES INC		650563467
e. PREMIERE DESIGN SOLUTIONS INC		260571068
f. TERRACON CONSULTANTS INC		421249917
g. WOOLPERT INC		201391406
h. A & M BROTHERS CONCRETE CORP		453680870
I. STAR PAVING CORP		592270057
j. CAMO CONSULTING LLC		800828572
k. EA TAPPING SERVICES LLC		271602319
l. INFINITE SOURCE COMMUNICATIONS GROUP LLC		270403430

Team No.: 2

Prime Name: LANZO CONSTRUCTION CO FLORIDA

Prime Local Preference: Yes

FEIN No.: 592011933

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. CES CONSULTANTS INC		650792884
b. PREMIERE DESIGN SOLUTIONS INC		260571068
c. HSQ GROUP INC		202052928
d. TERRACON CONSULTANTS INC		421249917
e. GCES ENGINEERING SERVICES LLC		461012695
f. HUXTED TUNNELING, LLC		273335452
g. RANGELINE TAPPING SERVICES INC		650330364
h. ALFREDO J. BALSERA, P.A.	BALSERA COMMUNICATIONS	650875077
I. CARUVA INC	CARUVA DESIGN BUILD	810578706

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Design-Build Services for the Installation of a 54-Inch Diameter Water Transmission Main Near Red from John E. Preston Treatment Pant to West 53 Street

Project No.: DB20-WASD-01

Measures: SBE-AE 24%, SBE-CS 10.04%, SBE-GS 0.05%, CWP 10%

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 09/22/2020

Team No.: 3

Prime Name: RIC-MAN INTERNATIONAL INC

Prime Local Preference: Yes

FEIN No.: 592300398

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. 300 ENGINEERING GROUP PA		562612529
b. GANNETT FLEMING INC		251613591
c. BELLO & BELLO LAND SURVEYING CORPORATION		134219102
d. MILLER LEGG & ASSOCIATES INC		650563467
e. TERRACON CONSULTANTS INC		421249917
f. HUXTED TUNNELING, LLC		273335452
g. EA TAPPING SERVICES LLC		271602319
h. ACRE ENGINEERING & CONSTRUCTION INC		201236396
i. CEB ENGINEERING INC		651033635

Team No.: 4

Prime Name: DAVID MANCINI & SONS INC

Prime Local Preference: Yes

FEIN No.: 273716806

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. A & P CONSULTING TRANSPORTATION ENGINEER		650770583
b. JACOBS ASSOCIATES CORP	JACOBS ASSOCIATES CONSTRUCTION ENGINEERS	941371792
c. GCES ENGINEERING SERVICES LLC		461012695
d. E SCIENCES INCORPORATED		593667002
e. MANUEL G VERA AND ASSOC INC		591741639
f. ALVAREZ ENGINEERS INC		650582490
g. HBC ENGINEERING COMPANY		223936061
h. BISCAYNE ENGINEERING CO INC		590165220
i. MEDIA RELATIONS GROUP LLC		200118620
j. HUXTED TUNNELING, LLC		273335452
k. EA TAPPING SERVICES LLC		271602319

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Design-Build Services for the Installation of a 54-Inch Diameter Water Transmission Main Near Red from John E. Preston Treatment Pant to West 53 Street

Project No.: DB20-WASD-01

Measures: SBE-AE 24%, SBE-CS 10.04%, SBE-GS 0.05%, CWP 10%

No. of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 09/22/2020

Team No.: 5

Prime Local Preference: Yes

Prime Name: RIC MAN CONSTRUCTION INC

FEIN No.: 381943960

Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	BCC ENGINEERING LLC		650540100
b.	PARSONS TRANSPORTATION GROUP INC	PARSONS	360982270
c.	SRS ENGINEERING INC		650607552
d.	PROFESSIONAL SERVICE INDUST INC (PSI)		370962090
e.	PREMIERE DESIGN SOLUTIONS INC		260571068
f.	NEW MILLENNIUM ENGINEERING INC		204809301
g.	HOMESTEAD CONCRETE & DRAINAGE INC		592069390
h.	INFINITE SOURCE COMMUNICATIONS GROUP LLC		270403430
i.	RANGELINE TAPPING SERVICES INC		650330364

EXHIBIT E

Memorandum MIAMI-DADE COUNTY

DATE: October 8, 2020

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

SUBJECT: Compliance Review- Step I
Design/Build Project No. DB20-WASD-01
Design-Build Services For The Installation Of A 54-inch Diameter Water Transmission Main Near Red Road From John E. Preston Treatment Plant To West 53 Street

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Small Business Development (SBD), a Division of the Internal Services Department, has completed its Step 1 review of the subject project. The established contract measures for this project are a 24% SBE/A&E sub-consultant, 10.04% SBE/Con and 0.50% SBE/Goods subcontractor goals.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measures. All referenced firms also submitted their Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the 24% SBE/A&E goal via the Business Management Workforce System (BMWS) per the Step 1 review process. Please find the results of SBD's Step 1 review below.

STATUS:

1. Ric-Man Construction Florida, Inc. — Compliant
2. Ric-Man Construction, Inc. — Compliant
3. David Mancini and Sons, Inc. — Compliant
4. Lanzo Construction Co., Florida — Compliant
5. Ric-Man International, Inc. — Compliant

SUMMARY:

Ric-Man Construction Florida, Inc. (#1), a non-certified SBE/A&E firm, committed to utilize the following certified SBE/A&E firms: Aluces Corporation to perform Technical Certification Categories (TC's) 6.01 (Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 8.50%, Conemco Engineering, Inc. to perform TC's 16.00 (General Civil Engineering) and 11.00 (General Structural Engineering) at 2.60%, Miller, Legg & Associates, Inc. to perform TC's 16.00 (General Civil Engineering), 15.01 (Surveying & Mapping – Land Surveying) and 15.03 (Surveying & Mapping – Underground Utility Location) at 8.0% and Premiere Design Solutions, Inc. to perform TC's 6.01 (Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 5.00% in satisfaction of the 24% SBE/A&E sub-consultant goal. The Utilization Plan (UP) was submitted by Ric-Man Construction Florida, Inc. and confirmed by each sub-consultant listed to achieve the SBE/A&E goal of 24%.

Ric-Man Construction Florida, Inc. is in compliance with the 24% SBE/A&E sub-consultant goal and the Step 1 review process.

Ric-Man Construction, Inc. (#2), a non-certified SBE/A&E firm, committed to utilize SRS Engineering, Inc., a certified SBE/A&E firm, to provide the design of water system, civil engineering and construction management, TC's 6.01 (Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 24% in satisfaction of the 24% SBE/A&E sub-consultant goal. The Utilization Plan (UP) was submitted by Ric-Man Construction, Inc. and confirmed by the sub-consultant listed to achieve the SBE/A&E goal of 24%.

Ric-Man Construction, Inc. is in compliance with the 24% SBE/A&E sub-consultant goal and the Step 1 review process.

David Mancini and Sons, Inc. (#3), a non-certified SBE/A&E firm, committed to utilize the following certified SBE/A&E firms: Alvarez Engineers, Inc. to provide general civil work, TC 16.00 (General Civil Engineering) at 5%, Biscayne Engineering Company, Inc. to provide surveying work, TC 15.01 (Surveying and Mapping – Land Surveying) at 3%, GCES Engineering Services, LLC to perform geotechnical work, TC's 9.01 (Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services), 9.02 (Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services), 9.03 (Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services), 9.04 (Soils, Foundations and Materials Testing – Non-Destructive Testing and Inspections) at 5% and HBC Engineering Company to perform general civil, construction inspection, TC's 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 11% in satisfaction of the SBE/A&E 24% sub-consultant goal. The Utilization Plan (UP) was submitted by David Mancini and Sons, Inc. and confirmed by each sub-consultant listed to achieve the SBE/A&E goal of 24%.

David Mancini and Sons, Inc. is in compliance with the 24% SBE/A&E sub-consultant goal and the Step 1 review process.

Lanzo Construction Co., Florida (#4), a non-certified SBE/A&E firm, committed to utilize the following certified SBE/A&E firms: GCES Engineering Services, LLC to perform engineering services, TC's 9.01 (Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services) at 2%, HSQ Group, Inc. to perform engineering services, TC's 15.01 (Surveying and Mapping – Land Surveying), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 11% and Premiere Design Solutions, Inc. to perform engineering services, TC's 3.04 (Highway Systems – Traffic Engineering Studies), 6.01 (Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems),15.01 (Surveying and Mapping – Land Surveying) and 16.00 (General Civil Engineering) at 11% in satisfaction of the 24% SBE/A&E sub-consultant goal. The Utilization Plan (UP) was submitted by Lanzo Construction Co., Florida and confirmed by each sub-consultant listed to achieve the SBE/A&E goal of 24%.

Lanzo Construction Co., Florida is in compliance with the 24% SBE/A&E sub-consultant goal and the Step 1 review process.

Ric-Man International, Inc. (#5), a non-certified SBE/A&E firm, committed to utilize 300 Engineering Group, P.A., a certified SBE/A&E firm, to perform engineering services, TC's 6.01 (Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems), 6.01A (Water and Sanitary Sewer Systems – Utility Tunneling for Water Distribution and Sanitary Sewage Collection and Transmission Systems), 12.00 (General Mechanical Engineering), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 24.00% in satisfaction of the 24% SBE/A&E sub-consultant goal. The Utilization Plan (UP) was submitted by Ric-Man International, Inc. and confirmed by the sub-consultant listed to achieve the SBE/A&E goal of 24%.

Ric-Man International, Inc. is in compliance with the 24% SBE/A&E sub-consultant goal and the Step 1 review process.

SBD verified that Lanzo Construction Co., Florida and Ric-Man International, Inc. are listed on the October 7, 2020 Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three years as having wages due to their employees and prior to any future award, must pay employees the wages due and provide proof of payment to SBD. Ric-Man Construction, Inc. is also listed on the October 7, 2020 Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations with an open Small Business Enterprise Goal Deficit Makeup balance and is required to submit an SBE Makeup Plan for any bid/proposal via the Business Management Workforce System addressing all portions of its makeup balance. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist during Step 1 of this Selection Process.

Should you have any questions or need any additional information, please do not hesitate to contact Mr. Caesar Suarez, SBD Capital Improvement Project Specialist at caesars@miamidade.gov or (305) 375-3141.

C: Julie Whiteside, ISD
Laurie Johnson, ISD

STEP 1 TABULATION SHEET OCTOBER 16, 2020	COMPETITIVE SELECTION COMMITTEE								
WATER AND SEWER DEPARTMENT (WASD) **DESIGN-BUILD SERVICES FOR THE INSTALLATION OF A 54" DIAMETER WATER TRANSMISSION MAIN NEAR RED RD FROM JOHN E. PRESTON TREATMENT PLANT TO WEST 53 ST** **ISD PROJECT NO. DB20-WASD-01**	Francisco Martinez, WASD	Patrick Brown, WASD	Enrique Perez, MDAD	Maria Molina, RER	Lin Li, PROS	SUB-TOTAL	Total Qualitative Points	Qualitative Rank	FINAL RANK
	NAME OF FIRM(S)									
1	**RIC-MAN CONSTRUCTION FLORIDA INC (LOCAL)**									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	48	50	50	48	48	244			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	23	20	25	24	24	116			
	3A - Past Performance of the Firms (Max. 20 points)	20	15	16	18	19	88			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	1	1	3	4	12			
	Sub-Total	94	86	92	93	95		460	1	1
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									
2	**LANZO CONSTRUCTION CO FLORIDA (LOCAL)**									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	46	50	50	40	40	226			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	20	20	24	24	18	106			
	3A - Past Performance of the Firms (Max. 20 points)	17	15	16	14	18	80			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	4	4	4	5	18			
	Sub-Total	84	89	94	82	81		430	5	5
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									
3	**RIC-MAN INTERNATIONAL INC (LOCAL)**									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	48	50	50	40	40	228			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	24	20	25	25	20	114			
	3A - Past Performance of the Firms (Max. 20 points)	19	15	14	18	18	84			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	2	2	3	4	15			
	Sub-Total	95	87	91	86	82		441	4	4
	Tie Breakers for Total Qual= Sub-Total Points for 1A, 2A, 3A, 4A									
4	**DAVID MANCINI & SONS INC (LOCAL)**									
	1A - Qualifications of Firms Including the Team Members Assigned to the Project (Max. 50 points)	48	50	50	43	43	234			
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 25 points)	24	20	25	24	22	115			
	3A - Past Performance of the Firms (Max. 20 points)	20	15	16	18	18	87			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	5	5	3	5	21			
	Sub-Total	95	90	96	88	88		457	2	2

EXHIBIT F

STEP 2 MEETING
NOVEMBER 24, 2020 (REVISED)

DESIGN-BUILD SERVICES FOR THE INSTALLATION OF A 54" DIAMETER WATER TRANSMISSION MAIN NEAR RED ROAD FROM JOHN E. PRESENTON TREATMENT PLANT TO WEST 53RD STREET

ISD PROJECT NO. DB20-WASD-01

STEP 2 TABULATION SHEET

	NAME OF DESIGN BUILDERS	COMPETITIVE SELECTION COMMITTEE												
		Francisco Martinez (WASD)	Hugh Patrick Brown (WASD)	Lin Li (PROS)	Enrique Perez (MDAD)	Maria Molina (RER)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL CSC SCORE	Base Price Proposal	Adjusted Bid	FINAL RANKING
1	Lanzo Construction Co Florida (Local)													
	1B - Project Design Approach (Max. 40 points)	37	35	35	30	35	172	34	23	46				
	2B - Project Construction Approach (Max. 40 points)	38	34	37	32	36	177	35	24	47				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	18	20	16	14	16	84	17	11	22				
		93	89	88	76	87	433				433	$22,190,390.00	51248	1
2	Ric-Man International Inc (Local)													
	1B - Project Design Approach (Max. 40 points)	32	32	30	24	32	150	30	20	40				
	2B - Project Construction Approach (Max. 40 points)	35	32	32	26	31	156	31	21	41				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	15	20	15	14	13	77	15	10	20				
		82	84	77	64	76	383				383	$41,811,995.95	109170	5
3	Ric-Man Construction Inc (Local)													
	1B - Project Design Approach (Max. 40 points)	38	35	36	28	36	173	35	23	46				
	2B - Project Construction Approach (Max. 40 points)	39	35	37	36	36	183	37	25	49				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	18	20	17	16	17	88	18	12	23				
		95	90	90	80	89	444				444	$26,860,000.00	60495	3
4	David Mancini & Sons Inc (Local)													
	1B - Project Design Approach (Max. 40 points)	33	35	33	20	36	157	31	21	42				
	2B - Project Construction Approach (Max. 40 points)	37	35	36	34	35	177	35	24	47				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	17	20	17	12	17	83	17	11	22				
		87	90	86	66	88	417				417	$27,000,000.00	64748	4
5	Ric-Man Construction Florida Inc (Local)													
	1B - Project Design Approach (Max. 40 points)	39	35	38	32	38	182	36	24	48				
	2B - Project Construction Approach (Max. 40 points)	38	40	38	34	38	188	38	25	50				
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 20 points)	19	20	18	16	18	91	18	12	24				
	Tie-breaker will be the Design-Builder with the highest total score for 1B, 2B, 3B	96	95	94	82	94	461				461	$26,922,960.00	58401	2
	Julie Whiteside, Chairperson, ISD													

EXHIBIT G

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
12:16 pm, 12/10/202
CLERK OF THE BOARD

EXHIBIT H

Memorandum

MIAMI-DADE COUNTY

Date: November 30, 2020

To: Kevin T. Lynskey, Director
Water and Sewer Department

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

From: Julie Whiteside, Procurement Contracting Officer 3
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Water and Sewer Department
Design-Build Services for the Installation of a 54" Diameter Water Transmission Main near Red Road from the John E. Preston Treatment Plant to West 53rd Street
ISD Project No. DB20-WASD-01

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

ISD Project No.: DB20-WASD-01

Project Title: Design-Build services for the installation of a 54" Diameter Water Transmission Main near Red Road from the John E. Preston Treatment Plant to West 53rd Street

Scope of Services Summary: The scope of services includes, but is not limited to: site investigation, engineering, design, survey, technical specifications, permitting, construction, testing and commissioning activities required for the construction of a new 54-inch diameter water transmission main near Red Road from John E. Preston Treatment Plant to West 53rd Street. The design and construction services rendered by the Design-Builder shall result in a complete, functional, and operable piping project with a standard design life.

Participation Restrictions: Pursuant to Florida Statutes 287.055, "A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package." The Design Criteria Professional, Lockwood, Andrews & Newnam, Inc. (LAN), and the following subconsultants are not eligible to render Design-Build services for this solicitation: CDM Smith Inc., Millian, Swain & Associates, Inc., Longitude Surveyors, and GEOSOL, Inc.

Experience and Qualifications: Please refer to the attached Experience and Qualifications.

Estimated Cost of Contract: The estimated design-build project cost is $32,398,000, inclusive of contingencies and allowances.

Estimated Term of Contract: 1190 Calendar Days

Small Business Development Goal/Measure: The Internal Services Department's Small Business Development Division established a 24% Small Business Enterprise – Architectural & Engineering Goal, 10.04% Small Business Enterprise - Construction Goal, 0.05% Small Business Enterprise – Goods & Services Goal, and 10% Community Workforce Plan Goal, are applicable to this solicitation.

Advertisement Date: September 4, 2020

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

Step 1 Proposal(s) Received: Five (5) proposals were received through BidSync on September 22, 2020.

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

Step 1 Small Business Development Compliance Review: Please see the attached Memorandum.

Step 1 Evaluation: On October 16, 2020, the Competitive Selection Committee evaluated the experience and qualifications, scored and ranked the proposals from the five (5) responsive and responsible proposers. In accordance with the Step 1 evaluation criteria outlined in the solicitation document, the Competitive Selection Committee voted to advance all five (5) proposers to submit technical and price proposals for the Step 2 evaluation process.

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

Step 2 Proposals: Five (5) technical and price proposals were received through BidSync on November 13, 2020.

Step 2 Evaluation: On November 24, 2020, the Competitive Selection Committee evaluated the five (5) proposers, Lanzo Construction Co Florida, Ric-Man International Inc, Ric-Man Construction Inc, David Mancini and Sons Inc, and Ric-Man Construction Florida Inc, based upon the established Step 2 evaluation criteria. After the Competitive Selection Committee scored the technical proposals, price proposal and bid bond envelopes were opened, and the bid prices were read into the record. The final ranking was determined by dividing the bid price by the qualitative score to yield an adjusted bid. The qualitative scores, bid prices, adjusted bids and final rankings are noted below:

Design-Builder	Qualitative Score	Bid Price	Adjusted Bid	Final Ranking
Lanzo Construction Co Florida	433	$22,190,390.00	51,248	1
Ric-Man Construction Florida Inc	461	$26,922,960.00	58,401	2
Ric-Man Construction Inc	444	$26,860,000.00	60,495	3
David Mancini and Sons Inc	417	$27,000,000.00	64,748	4
Ric-Man International Inc	383	$41,811,995.95	109,190	5

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

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, the Internal Services Department hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating one (1) Design-Build Contract for this solicitation with the top ranked firm:

- Julie Whiteside, Procurement Contracting Officer 3, Non-Voting Chairperson, Internal Services Department

- Francisco Martinez, Assistant Director, Water and Sewer Department
- Hugh Patrick Brown, Construction Manager 3, Water and Sewer Department
- Lin Lin, Construction Manager 3, Parks, Recreation and Open Spaces Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following Design-Builder for the purpose of negotiating one (1) Design-Build Contract, as recommended by the Competitive Selection Committee:

SELECTION FOR DESIGN-BUILD NEGOTIATION

Lanzo Construction Co Florida

The following firms will serve as alternates:

Ric-Man Construction Florida Inc

Ric-Man Construction Inc

David Mancini and Sons Inc

Ric-Man International Inc

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

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

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

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

Approved:

Kevin T. Lynskey
Director

12/9/2020
Date

Attachments:
1. Scope of Services
2. Experience and Qualifications
3. List of Respondents
4. Small Business Development Utilization and Assurance Review Memorandum
5. Step 1 Tabulation Report
6. Step 2 Tabulation Report

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

EXIBIT I

DATE: June 10, 2021

Memorandum MIAMI-DADE COUNTY

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

SUBJECT: Compliance Review – Step 2
Design/Build Project No. DB20-WASD-01
Design-Build Services For The Installation Of A 54-inch Diameter Water Transmission Main Near Red Road From John E. Preston Treatment Plant To West 53'" Street

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Small Business Development (SBD), a Division of the Internal Services Department, has completed its Step 2 review of the subject project. The established contract measures for this project are a 10.04% SBE-Con and 0.50% SBE-Goods subcontractor goals.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance for the firm listed below acknowledging the project's SBE measures. The referenced firm also submitted their Utilization Plan (UP) identifying the SBE subcontractors to fulfill the 10.04% SBE-Con and 0.50% SBE-Goods goal via the Business Management Workforce System (BMWS) per the Step 2 review process. Please find the results of SBD's Step 2 review below:

STATUS:

1. Lanzo Construction CO., Florida — Compliant

SUMMARY:

Lanzo Construction CO., Florida (#1), a non-certified, SBE-Con firm committed to utilize the following certified SBE-Con firms: A & M Brothers Concrete Corp. to perform poured concrete foundation and structure at 0.79%; Caruva, Inc. to perform utility, site and roadwork at 8.01% and Star Paving Corporation to perform highway, street and bridge construction at 1.24% in satisfaction of the 10.04% SBE-Con subcontractor goal. The Utilization Plan (UP) was submitted by Lanzo Construction CO., Florida and confirmed by each subcontractor listed to achieve the SBE-Con goal of 10.04%.

Lanzo Construction CO., Florida also committed to utilize MCG Mims Construction Group, LLC., a certified, SBE-Goods firm to provide pipe and fittings at 0.50% in satisfaction of the 0.50% SBE-Goods subcontractor goal. The Utilization Plan (UP) submitted by Lanzo Construction CO., Florida and confirmed by the subcontractor was approved pursuant to the firm's commitment to achieve the 0.50% SBE-Goods subcontractor goal.

Lanzo Construction CO., Florida is in compliance with the 10.04% SBE-Con and 0.50% SBE-Goods subcontractor goals established for this contract. Lanzo Construction CO., Florida is deemed compliant with Implementing Orders 3-22 and 3-41 governing the SBE-Con and SBE-Goods programs and the Step 2 review process.

SBD verified that Lanzo Construction CO., Florida is not listed on the June 10, 2021 Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations with any open violations.

Please be reminded that SBD's review is specific to the SBE-Con and SBE-Goods programs. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Mr. Caesar Suarez, SBD Capital Improvement Project Specialist at caesars@miamidade.gov or (305) 375-3141.

C: Patty Palomo, WASD
Julie Whiteside, ISD
Laurie Johnson, ISD

EXHIBIT J

Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	W-849	CON	LANZO CONSTRUCTION CO FLORIDA	3/27/2008	Nelson Cespedes	Project conclusion or closeout	3.0
WS	W-789	CON	LANZO CONSTRUCTION CO FLORIDA	3/27/2008	Nelson Cespedes	Project conclusion or closeout	3.0
WS	S-737	CON	LANZO CONSTRUCTION CO FLORIDA	3/27/2008	Nelson Cespedes	Project conclusion or closeout	3.0
WS	S-751	CON	LANZO CONSTRUCTION CO FLORIDA	3/31/2008	Nelson Cespedes	Project conclusion or closeout	3.0
WS	S-828 (A)	CON	LANZO CONSTRUCTION CO FLORIDA	4/15/2009	Mario Garcia	Completion of construction	3.2
WS	P0075	7360	LANZO CONSTRUCTION CO FLORIDA	10/30/2012	Nelson Cespedes	Project conclusion or closeout	3.5
WS	P0083	7360	LANZO CONSTRUCTION CO FLORIDA	6/17/2013	Gary Clarke	Project conclusion or closeout	2.7
WS	P0095	7360	LANZO CONSTRUCTION CO FLORIDA	2/27/2015	Pedro Vigil	Project conclusion or closeout	3.7
WS	P0096	7360	LANZO CONSTRUCTION CO FLORIDA	2/27/2015	Pedro Vigil	Project conclusion or closeout	3.8
WS	P0118	7360	LANZO CONSTRUCTION CO FLORIDA	2/27/2015	Pedro Vigil	Project conclusion or closeout	3.6
WS	P0135	7360	LANZO CONSTRUCTION CO FLORIDA	2/27/2015	Pedro Vigil	Project conclusion or closeout	4.0
WS	P0140	7360	LANZO CONSTRUCTION CO FLORIDA	2/27/2015	Pedro Vigil	Project conclusion or closeout	3.9
WS	P0149	7360	LANZO CONSTRUCTION CO FLORIDA	2/27/2015	Pedro Vigil	Completion of construction	3.7
WS	P0159	7360	LANZO CONSTRUCTION CO FLORIDA	2/27/2015	Pedro Vigil	Completion of construction	3.5
WS	P0087	7360	LANZO CONSTRUCTION CO FLORIDA	3/3/2015	Pedro Vigil	Project conclusion or closeout	3.7
WS	P0101	7360	LANZO CONSTRUCTION CO FLORIDA	3/3/2015	Pedro Vigil	Project conclusion or closeout	3.8
WS	P0072	7360	LANZO CONSTRUCTION CO FLORIDA	3/3/2015	Nelson Cespedes	Project conclusion or closeout	3.6
WS	P0169	7360	LANZO CONSTRUCTION CO FLORIDA	5/19/2015	Nelson Cespedes	Project conclusion or closeout	3.7
WS	P0159	7360	LANZO CONSTRUCTION CO FLORIDA	6/11/2015	Mario Aguirre	Project conclusion or closeout	3.2
WS	DB13-WASD-04	DES	LANZO CONSTRUCTION CO FLORIDA	7/25/2016	Nelson Cespedes	Interim	3.6
WS	W-931	CON	LANZO CONSTRUCTION CO FLORIDA	7/28/2016	Alexis Valdex	Interim	3.9
WS	W-927	CON	LANZO CONSTRUCTION CO FLORIDA	7/28/2016	Joaquin O. Roa	Interim	3.9
WS	W-931 WO: 1	CON	LANZO CONSTRUCTION CO FLORIDA	6/12/2017	Alexis Valdex	Project conclusion or closeout	3.7
WS	P0209	7360	LANZO CONSTRUCTION CO FLORIDA	2/22/2018	Nelson Cespedes	Project conclusion or closeout	4.0
WS	W-927	CON	LANZO CONSTRUCTION CO FLORIDA	3/16/2018	Joaquin O. Roa	Project conclusion or closeout	4.0
WS	S-898	CON	LANZO CONSTRUCTION CO FLORIDA	5/16/2018	Huren An (Jeff)	Interim	3.0
WS	DB13-WASD-04	DES	LANZO CONSTRUCTION CO FLORIDA	4/8/2019	Miguel Pichardo	Project conclusion or closeout	3.6
WS	DB13-WASD-04 WO: 1	DES	LANZO CONSTRUCTION CO FLORIDA	4/8/2019	Miguel Pichardo	Project conclusion or closeout	3.6
WS	DB15-WASD-01 WO: 1	DES	LANZO CONSTRUCTION CO FLORIDA	10/18/2019	Carlos M. Baro III	Interim	3.2
WS	P0223	7360	LANZO CONSTRUCTION CO FLORIDA	1/16/2020	Alvaro Rosario	Interim	3.0
WS	S-898	CON	LANZO CONSTRUCTION CO FLORIDA	8/20/2020	Huren An (Jeff)	Completion of construction	3.0
WS	S-940	CON	LANZO CONSTRUCTION CO FLORIDA	5/20/2021	Huren An (Jeff)	Interim	3.5
WS	P0223	7360	LANZO CONSTRUCTION CO FLORIDA	7/22/2021	Rolando M Roque	Project conclusion or closeout	3.0
WS	DB15-WASD-01	DES	LANZO CONSTRUCTION CO	7/23/2021	Carlos M. Baro III	Completion of construction	3.9

	WO: 1		FLORIDA				
WS	DB15-WASD-01	DES	LANZO CONSTRUCTION CO FLORIDA	7/23/2021	Carlos M. Baro III	Project conclusion or closeout	4.0
WS	P0223	7360	LANZO CONSTRUCTION CO FLORIDA	8/12/2021	Rolando M Roque	Project conclusion or closeout	1.8

Evaluation Count: 36 Contractors: 1 Average Evaluation: 3.5

EXHIBIT K

Vendor Profile: Contracts

General | Public Profile | Users | Commodity Codes | Contacts | Certifications | **Contracts** | Workforce Comp/EEO | EDP Registrations

Lanzo Construction CO., Florida

System Vendor Number: **20486620**

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor

Actions	Contract Number & Title	Prime Contact	Status	Dates	Award Amount	Paid Amount
View	S-898: CD 4.5(1) INSTALLATION OF 4.1 MILES OF 54 INCH FORCE MAIN FROM SW 280 ST. AND SW 127 AVENUE TO EXISTING 54 INCH FORCE MAIN AT SW 248 ST. AND SW 107 AVENUE	Kevin Pawlowski	1 incomplete audit	9/2/2016 to 4/27/2018	$20,164,956	$18,005,489
View	TS940: CD 5.9 UPGRADE PS0301	Daniel Mesquita	1 incomplete audit	12/3/2019 to 4/2/2022	$9,051,628	$3,781,068
View	TDB13WASD4: Design Build Shenandoah PhaseB	Kevin Pawlowski		4/21/2015 to 9/30/2020	$15,576,679	$14,332,200
View	TDB15WASD1: Design-Build Services for Replacement of Water Mains and Service Conversions In the City of North Miami Beach " Donut Hole" Service Area	Kevin Pawlowski		9/27/2018 to 2/20/2022	$9,794,837	$7,723,862
View	P0223: Downtown Doral PS0014 Reconstruction Sanitary Sewage pump Station	David Barrera	Closed	7/18/2019 to 10/8/2020	$3,554,383	$102,454
View	P0209: EMERGENCY REPAIR 96 INCH PCCP RAW WATER MAIN NW 74 STREET AND PALMETTO	Robert Beaty		11/1/2017 to 12/23/2017	$542,000	$423,664
View	W-931: FURNISH AND INSTALL 36-INCH D.I. WATER TRANSMISSION MAIN ALONG SW 152 ST. FROM SW 137 AVE. TO SW 112 AVE.	Kevin Pawlowski	Closed	10/27/2015 to 12/31/2016	$10,985,087	$10,323,742
View	P0238: Improvements to RAS Pipeline South District Wastewater Treatment Plant	Daniel Mesquita		8/31/2020 to 6/4/2021	$4,676,000	$123,406
View	E9932-WS: NF-EMERGENCY REPAIR OF 54" WATER MAIN IN HIALEAH (SIC 16)	Kevin Pawlowski	Closed	7/8/2010 to 12/31/2019	$733,561	$0
View	W-927: SOUTHWEST WELLFIELD REMOVAL OF CALCIUM CARBONATE FROM THE MIDDLE LAGOON	Kevin Pawlowski		5/5/2015 to 6/4/2017	$12,772,258	$11,449,031
				Number of contracts as prime: **10**	**$87,851,389**	**$66,264,914**

Contracts as Subcontractor

No contracts assigned as a subcontractor.

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EXHIBIT L

Experience and Qualifications
The Design-Builder shall present its Project team experience, including the qualifications and capabilities of each Design-Build Team member firm, for projects completed within the last ten (10) years from the Step 1 Submittal Deadline, including projects that will be at least fifty percent (50%) complete prior to the Step 1 Submittal Deadline. The following project experience is highly preferred and will be scored accordingly:

Lead Constructors:
1. The construction firm performing the open cut installation work should have a minimum of five (5) years total industry experience as of the date of this solicitation. It also should have successfully constructed at least one (1) water main or force main pressure pipe project of similar size and complexity in an urban environment consisting of minimum 48-inch nominal diameter of such pipeline installation.

2. The construction firm or specialty subcontractor performing the microtunneling work should have successfully constructed at least one (1) microtunneling project consisting of jacking similar type of casing pipe that is selected by the Design-Builder for the crossings in the last ten (10) years. To qualify, each of these microtunnel(s) should have been a minimum of 5-feet internal diameter in soft ground below the groundwater and at least one (1) of the microtunnel(s) excavated in ground similar to the conditions expected for this Project.

3. The construction firm or specialty subcontractor performing the shaft construction should have successfully constructed at least one (1) deep shaft(s) that was at least 25-foot deep (below grade). At least one (1) shaft should have been extended below groundwater and required means of controlling inflow and bottom heave of the shaft.

4. The construction firm or specialty subcontractor performing the installation of the carrier pipe within the casing pipe should have successfully completed at least one (1) project involving the installation of a carrier pipe of minimum 48-inches inside diameter, similar pipe material, installation and grout fill of the annular space between casing and carrier pipe.

5. The construction firm or specialty subcontractor performing the tapping of the operating 54-inch diameter prestressed concrete cylinder pipe water transmission main should have successfully completed at least one (1) project of similar size and type.

6. The Lead Constructor (Prime or Subcontractor) on the Design-Builder team qualify for Item 1 of the above requirements.

7. Experience of Lead Constructors and Pipe Installation Crews should demonstrate a history of past performance completing projects on schedule and to the satisfaction of the facility owner.

Lead Designers:
1. The Lead Designer firm performing the design of the water transmission main installation should have a minimum of five (5) years total industry experience as of the date of this solicitation. The Lead Designer firm should also must have designed at least one (1) pressure pipeline installation project in an urban environment consisting of minimum 48-inch nominal diameter.

2. The Lead Designer firm or its Subconsultant performing the design of the microtunnel(s) should have designed at least one (1) microtunneling project consisting of jacking a similar casing pipe as proposed for this Project. The project should be of 5-foot diameter casing pipe or larger. At least one microtunnel segment should have been in similar ground conditions and similar

crossings to those proposed.

3. The Lead Designer firm or its Subconsultant performing the design of the carrier pipe within the casing pipe have designed one (1) project with a carrier/product pipe of 48- inches minimum nominal diameter, and required a detailed geotechnical instrumentation program to monitor the ground behavior to the tunneling.

4. The Lead Designer firm or its Subconsultant performing design for the deep shaft(s) should have designed a deep shaft project to support a microtunneling operation. The shaft should be at least 25-foot deep (below grade).

The expertise must be met by a qualified individual(s) of the Design-Builder, Lead Designer, subcontractor and/or subconsultants, as applicable. The preferred experience and qualifications must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the preferred experience and qualifications will be at the sole discretion of the County. The Competitive Selection Committee may negatively evaluate proposals they determine have failed to meet the above preferred experience and qualification(s).

EXHIBIT M

GUY HURLEY
INSURANCE & SURETY SERVICES

March 10, 2021

Lanzo Construction Co, Florida
125 SE 5th Court
Deerfield Beach, FL 33441

RE: Workers Compensation
Experience Modification Rate
State of Florida

To whom it may concern:

Please be advised that your Workers Compensation Modification factor for Florida for the following terms are:

10/1/20-10/1/21: .71
3/1/20-10/1/20: .71
3/1/19-3/1/20: .76
1/1/19-3/1/19: .76
1/1/18-1/1/19: .86
1/1/17-1/1/18: .98

If you need any further information regarding the EMR please contact the undersigned.

Very truly yours,

Heather Beckett

Heather Beckett, CIC, CISR
Account Manager
Guy Hurley, LLC
248-519-1438

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

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

Year 2020

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

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Lanzo Companies-Construction

City Deerfield Beach State Florida

Identify the person | Describe the case | Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	John Hill	Backhoe Operator	1/3/2020	F-455 Hallandale SW Drainage 210 SW 7th St.,Hallandale Beach,FL	Closed fracture of distal end of right tibia		X			50		X					
2	Julius Bemudez-Soler	Pipelayer	1/13/2020	F-462 Davie Oaks Rd Extension	While cutting concrete pipe saw jammed and cut upper left arm		X			6		X					
3																	
4									osha 300								
5																	
					Page totals	*0*	*2*	*0*	*0*	*56*	*0*	*2*	*0*	*0*	*0*	*0*	*0*

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

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

31

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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

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

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

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
56	0
(K)	(L)

Injury and Illness Types

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

Establishment information

Your establishment name Lanzo Companies-Construction

Street 125 SE 5th Court

City Deerfield Beach State Florida Zip 33441

Industry description (e.g., Manufacture of motor truck trailers)
Underground Construction/Sewers

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

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees 100

Total hours worked by all employees last year 212,061

Sign here

Knowingly falsifying this document may result in a fine.

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

Casey Gore Scolari
Company executive

Title: Director of Human Resource

954-979-0802
Phone

Date

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

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

Year 2019

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

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Lanzo Companies-Construction

City: Deerfield Beach State: Florida

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1	Andrew Moenich	Labor	4/12/2019	Remote jobsite	Ear infection		x		x	35							x
2	Luis Garcia	Driver	8/13/2019	Remote jobsite	Knee Contusion, Struck knee on trailer		x			7		x					
3																	
4																	
5																	
					Page totals	0	2	0	1	42	0	1	0	0	0	0	1

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

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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

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

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

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
42	0
(K)	(L)

Injury and Illness Types

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

Establishment Information

Your establishment name Lanzo Companies-Construction

Street 125 SE 5th Court

City Deerfield Beach State Florida Zip 33441

Industry description (e.g., Manufacture of motor truck trailers)
Underground Construction/Sewers

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

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment Information

Annual average number of employees

Total hours worked by all employees last year

Sign here

Knowingly falsifying this document may result in a fine.

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

Paul McClure
Company executive

Title: Vice President of Health, Safety, and Environmental

954-979-0802
Phone

Date

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

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

Year 2018

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

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Lanzo Companies-Construction Division

City Deerfield Beach State Florida

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						(M)					
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases	Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Ricardo Marquez	labor	1/4/2018	Construction jobsite	Sprain to right ankle			x			59	x					
2	Armando Lorenzo	Pipe Fitter	1/31/2017	Construction jobsite	Fractured left hand pinky finger, caught between two flexible water lines			x			29	x					
3	Elliot Coppinger	Labor	5/18/2018	Construction jobsite	Struck by incident			x			5	x					
4	Carlos De La Cruz	Labor	7/26/2018	Construction jobsite	Contusion to left knee			x			19	x					
5	Hugo Gutierrez	Pipe Fitter	8/6/2018	Construction jobsite	Bruise and laceration to right femer		x			47	21	x					
					Page totals	0	1	4	0	47	133	5	0	0	0	0	0

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

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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

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

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

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	4	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
47	133
(K)	(L)

Injury and Illness Types

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

Establishment information

Your establishment name: Lanzo Companies Construction South

Street: 125 SE 5th Court

City: Deerfield Beach State: Florida Zip: 33441

Industry description (e.g., Manufacture of motor truck trailers)
Underground Construction/Sewers

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

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees: 125

Total hours worked by all employees last year: 291,211

Sign here

Knowingly falsifying this document may result in a fine.

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

Paul McClure
Company executive

Title: Vice President Health Safety Environmental

954-879-0802
Phone

Date

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 5, 2022

FROM: Geri Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
4-5-22

RESOLUTION NO. R-326-22

RESOLUTION AWARDING A DESIGN-BUILD CONTRACT TO LANZO CONSTRUCTION CO., FLORIDA WITH A CONTRACT AMOUNT NOT TO EXCEED $24,309,622.34 AND A TOTAL CONTRACT TERM OF 1,190 DAYS FOR DESIGN-BUILD SERVICES FOR THE INSTALLATION OF A 54-INCH DIAMETER WATER TRANSMISSION MAIN FROM JOHN E. PRESTON TREATMENT PLANT TO WEST 53 STREET, PROJECT NO. DB20-WASD-01, CONTRACT NO. 20LCCF003; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS OF SECTION 2-8.2.12(4)(D) AND (E) RELATED TO ACCELERATION OF CERTAIN WATER AND SEWER DEPARTMENT CONTRACTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DESIGN-BUILD CONTRACT AND TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby awards a design-build contract to Lanzo Construction Co., Florida with a contract amount not to exceed $24,309,622.34 and a total contract term of 1,190 days for Design-Build services for the installation of a 54-inch diameter water transmission main from John E. Preston treatment plant to West 53 Street, Project No. DB20-WASD-01, Contract No. 20LCCF003; in substantially the form attached hereto and made a part hereof. The Board also authorizes the County Mayor or County Mayor's designee to: (1) exercise the provisions of the Miami-Dade Water and Sewer Department Consent Decree and Capital Improvements Programs Acceleration Ordinance, section 2-

8.2.12(4)(d) and (e) of the Code of Miami-Dade County, which provisions specifically include, subject to Board ratification, the authority to amend contracts, extend the time for completion of contracts, negotiate and settle claims and issue settlement agreements and change orders; and (2) execute the attached design-build contract and to exercise the provisions contained therein, including, the termination provision, for and on behalf of Miami-Dade County, Florida.

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

Jose "Pepe" Diaz, Chairman	**aye**		
Oliver G. Gilbert, III, Vice-Chairman	**aye**		
Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of April, 2022. 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

Basia Pruna
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Angela F. Benjamin

DESIGN-BUILD CONTRACT

Made as of the ____day of _____ in the year 2022.

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

And the DESIGN-BUILDER:

Name:	Lanzo Construction Co., Florida
FEIN:	59-2011933
Address:	2600 S.W. 3rd Avenue, Suite 301 Miami, FL 33129
Phone Number:	954-979-0802
Contact Person:	James M. Tilli, Assistant Secretary
E-mail Address:	estimating@lanzo.org

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

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

DESIGN-BUILD SERVICES CONTRACT
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EXHIBIT "A-1" Revised Drawings, Lanzo Letter Dated October 12, 2021
EXHIBIT "B" Certificate of Assurance and Compliance Review
EXHIBIT "C" Contract Schedule of Values, Lanzo Letter Dated February 17, 2021
EXHIBIT "D" Performance and Payment Bonds
EXHIBIT "E" Fair Subcontracting Policies ISD Form No. 9
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EXHIBIT "G" Truth-In-Negotiation Certificate
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AFFIDAVITS

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

ARTICLE 1
ABBREVIATIONS AND DEFINITIONS

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

1.1) ABBREVIATIONS:

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

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

Whenever the following terms or pronouns in place of them appear in these Contract Documents

the intent and meaning shall be interpreted as follows:

1.2) DEFINITIONS

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

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

ARTICLE: The numbered prime division of this Contract.

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION MANAGEMENT CONSULTANT/SERVICES: The Construction Management Consultant is responsible for contract administration, construction management and field inspection services that will include, but are not limited to: construction administration activities during the design, permitting and construction phases of the Design-Build Contract; daily on-site inspections; maintaining daily progress log(s); coordinating weekly status meetings; reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments, including allowance accounts and change orders; reviewing and accepting as-built drawings; utilizing MDWASD'S project control system to track all documents and activities; interfacing with the Design-Build Criteria Professional and the Design-Build Contractor as needed; and responding to requests for information.

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

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

addenda including issuance of all revised documents and all responses to bidder's questions, and modifications. Other terms and conditions are included in the Exhibits and documents that are expressly incorporated by reference.

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

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

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

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

CONTRACT DRAWINGS: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN-BUILDER subsequent to NTP.

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

CONTRACT TIME: The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration.

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

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

DAYS: Unless otherwise designated, days mean calendar days.

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

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

DESIGN CRITERIA PROFESSIONAL ("DESIGN CRITERIA CONSULTANT"): The Design Criteria Professional for this Project is Lockwood, Andrews & Newnam, Inc. currently located at 800 NW 62nd Avenue, Miami, FL 33126. The Design-Criteria Professional acts as the COUNTY'S REPRESENTATIVE.

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

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

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

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

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

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

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

FORCE MAJEURE: Force Majeure shall mean an act of God, pandemic, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this AGREEMENT, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

INDIRECT COSTS: Costs, other than direct costs, required to perform an element of Work. Indirect costs may include profit, overhead, bond, insurance, impact costs (including impact to unchanged work), small tools, incidentals and the DESIGN-BUILDER'S mark-up on Subcontractor work paid in accordance with Contract Documents.

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

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

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

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

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

MILESTONE EVENT DATE(S) (Milestone Date(s)): A contractually mandated completion event date, including Contract completion dates, as defined in the Contract and represented in the Project Schedule. Milestone Dates may include interim dates within the duration of the Project or completion dates when Work, or portions of the Work, are required to be finished.

MOBILIZATION and ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format, provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted beyond the first one hundred twenty (120) days after NTP. Its purpose is to achieve an early common schedule basis for working coordination while the engineering, design and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire Project.

NOTICE TO PROCEED ("NTP"): Written notice from the DIRECTOR or the DIRECTOR's designee to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the Work and on which the Contract period begins.

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

OWNER: Miami-Dade County.

PLANS ("DRAWINGS AND SPECIFICATIONS"): The preliminary and final plans and drawings and renderings of the Project and the preliminary outline and final specifications for the design-build services for the Project, which will be prepared by the DESIGN-

BUILDER and will be made a part of the Contract Documents upon acceptance by the COUNTY.

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

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

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

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

SCHEDULE OF VALUES: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the DESIGN-BUILDER promptly after award of the Project, and agreed between the DESIGN-BUILDER and the COUNTY to serve as a basis for measuring progress of the Work and for making monthly progress payments to the DESIGN-BUILDER.

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

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

SHOP DRAWINGS: Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the design, fabrication or installation. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.

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

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

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

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

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

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

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

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

VALUE ENGINEERING PROPOSAL ("VEP"): Means a proposal submitted, at the sole option of DESIGN-BUILDER, pursuant to Article 13.16 below.

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

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

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

ARTICLE 2
INTERPRETATION

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

2.2) Where "as indicated", "as detailed" or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package, unless stated otherwise.

2.3) References to Articles or Sections include sub-articles or sub-sections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to the sub-article.

2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of Proposals except where a particular issue is indicated. In case of conflict between municipal, utility, industry, and railroad standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.

2.5) In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of Miami-Dade County, the State of Florida, and the United States of America. Any litigation which may arise out of this Contract shall be commenced in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida.

2.6) When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental

authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of receipt of Proposals except where a particular issue is indicated.

2.7) Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only and shall be deemed not to modify or affect the rights and duties of Parties to this Contract.

ARTICLE 3
INTENTION OF THE COUNTY

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

ARTICLE 4
RESPONSIBILITIES OF THE DESIGN-BUILDER

4.1) The DESIGN-BUILDER shall perform the design and construction of the Project as defined in the RDBS, including the Design Criteria Package and in accordance with the approved alternate proposal. In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the Project, such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning and Work Site restoration, together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.

4.2) The DESIGN-BUILDER shall be responsible for obtaining all necessary licenses and permits not being provided by the COUNTY and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work.

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

COUNTY unless the DESIGN-BUILDER has contributed to such delays through any action or inaction of the DESIGN-BUILDER.

4.3) It is the DESIGN-BUILDER'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and for all persons working on the Project for whom a Certificate of Competency is required. Occupational licenses from Miami-Dade County firms will be required to be submitted within fifteen (15) days of notification of intent to award. Local Business Tax Receipts Occupational licenses will be required pursuant to Florida Law.

4.4) The DESIGN-BUILDER shall be fully responsible for the actions of all persons working under the direction of the design and construction of the Project.

4.5) The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under the Contract (including the Work performed by the DESIGN-BUILDER'S Subconsultants), within the specified time period and for the specified Contract Price. The DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by other professionals performing similar services with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to, the COUNTY'S requirements as set forth in the Contract Documents.

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

Neither the COUNTY'S inspection, review, approval or acceptance of, or payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any Subconsultant or Subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its Subconsultants or Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all direct damages to the COUNTY caused by any failure of the DESIGN-BUILDER or its Subconsultants or Subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its Subconsultants' or Subcontractors' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by Subconsultants or Subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of the Subconsultant's and Subcontractor's Work. The DESIGN-BUILDER shall be responsible for any deficient, defective Work and any resulting deficient construction Work

and will take corrective measures approved by the COUNTY to cure the deficiency within twelve (12) months following the Substantial Completion Date and shall be subject to further corrective measures, for twelve (12) months from the date of initial corrective measures, not to exceed twenty-four months (24) from Final Completion. The requirement for additional corrective measures for the twelve (12) month and twenty-four (24) month periods described above only apply to the individual component(s) of the Work with the component being a subordinate part of element of the system.

4.6) The DESIGN-BUILDER agrees to bind specifically every Subcontractor and Subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to Subcontractors and Subconsultants into any and all subcontracts.

4.7) The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, Subconsultants and Subcontractors at the Work Site and shall not employ for the Project any unfit person or anyone not skilled in the work assigned.

4.9) The DESIGN-BUILDER shall maintain, at its sole cost, suitable and sufficient guards, barriers and, at night, suitable and sufficient lighting for the prevention of accidents within the project Work Site.

4.10) The DESIGN-BUILDER shall keep itself fully informed of, and shall take into account and comply with, all existing and future laws, all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part hereof. If any requirement or term of the Contract for this Project is in violation of any such law, ordinance, regulation, order or decree, the DESIGN-BUILDER shall forthwith report the same to the COUNTY'S REPRESENTATIVE in writing. The DESIGN-BUILDER shall cause all its agents, employees, Subconsultants and Subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.

4.11) In the event of a change after the Effective Date of this Contract, in any national and state laws and municipal codes, ordinances and regulations which in any manner affects the Project, the DESIGN-BUILDER shall advise the COUNTY in writing and the COUNTY may initiate a change order to bring the Project into compliance with all laws, ordinances, codes and regulations as amended or enacted.

4.12) The DESIGN-BUILDER shall pay all applicable sales, consumer, use and other taxes required by law. The DESIGN-BUILDER is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements.

4.13) The DESIGN-BUILDER, before commencing performance of the Work at the Site, shall verify all governing dimensions at the Site, and shall examine all adjoining areas, facilities, utilities and other related conditions upon which the Work is in any way dependent for its quality and functional performance according to the intent of the Contract Documents, specifically the Design Criteria Package, and no disclaimer of responsibility for defective or non-conforming adjoining Work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and agreed in writing by the COUNTY before the DESIGN-BUILDER begins any part of the Work.

4.14) The DESIGN-BUILDER shall satisfy itself by personal investigation and by such other means as the DESIGN-BUILDER may think necessary or desirable, as to the conditions affecting the proposed Work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Contract. The DESIGN-BUILDER shall be responsible for any additional soil tests and/or geotechnical investigations required to support the design and construction approach in executing the Project. In the pricing of the design and construction, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.

4.15) The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Package are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the DESIGN-BUILDER only and no responsibility is assumed by the COUNTY, MDWASD or other COUNTY departments or agencies furnishing information for their accuracy or completeness. The DESIGN-BUILDER shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Any and all costs, including but not limited to, re-performing the services to correct any deficiencies, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work, shall rest solely with the DESIGN-BUILDER.

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

ARTICLE 5
SCOPE OF SERVICES

5.1) SCOPE OF SERVICES: The Scope of Services shall include, but are not limited to, site investigation, engineering, design, and preparation of technical specifications and plans; permitting; construction, testing and commissioning services; and customer contact for the implementation of a new 54-inch diameter water transmission main, along the identified route, from the John E. Preston Water Treatment Plant to West 53rd Street. The design and construction services rendered by the DESIGN-BUILDER shall result in a complete, functional, and operable piping Project.

The Project includes the following Project elements:
Design and construct approximately 3.2 miles of 54-inch diameter water transmission main, of ductile iron pipe, including approximately 2,540 liner feet of microtunneling for the 54-inch diameter carrier pipe at crossings with canals, the Metrorail, the FEC railroad,

Florida Department of Transportation roadways, and major intersections. The route of the proposed transmission main is as described below:

1. Starting West 2nd Avenue and West 13th Street by either connecting to a proposed 54-inch outlet on the 72-inch diameter water transmission main or providing a (restrained) valve, a plug, and flushing valve assembly for future connection to the 72-inch diameter water transmission main proposed under Contract W-942 if the 72-inch diameter main and 54-inch outlet connection have not yet been installed;
2. Along West 13th Street to West 1st Avenue;
3. North along West 1st Avenue to West 29th Street, tunneling under the Miami-Dade Metrorail and the FEC railroad;
4. West along West 29th Street, crossing Red Road to the West 4th Avenue/Service Road, tunneling under Red Road, then installing a 54-inch by 54-inch tee, with 54-inch butterfly valve, spool piece, plug and flushing valve assembly (all restrained) for a future connection by others;
5. North along West 4th Avenue/Service Road to approximately West 51st Place, tunneling from West 44th Place to just north of West 49th Street
6. Crossing the Red Road Canal; and
7. Connecting to the existing 54-inch diameter PCCP water transmission main in Red Road south of C-7 Canal, at approximately West 51st Place.

The Scope of Services shall also include all professional services, all labor, supervision, quality control, project controls, safety programs, materials, tools, equipment, services, methods and procedures necessary for the Design-Builder to fulfill the intent of the contract documents and to provide a complete, fully functional, and satisfactory Project.

For this Project, the COUNTY has accepted Alternate Technical Proposal No. 1, submitted by the DESIGN-BUILDER, which consists of:

1. Reducing the north micro-tunnel along Service Road from 1,900 linear feet to 230 linear feet.
2. Changing the North connection point to be in the grassy noll (rather than Red Road), just West of Red Road at approximately W 53rd Street by tapping the existing 54-inch transmission main,
3. Changing the location of the 54-inch by 54-inch tee and associated piping and valve to the southern side of W 29th Street at the Service Road

Such Alternate Technical Proposal No. 1 is represented in Exhibit A and A-1 "Alternate Technical Proposal No. 1". In accordance with the RDBS, since the DESIGN-BUILDER has been awarded the Project Contract based on a validated Alternate Technical Proposal No. 1, the DESIGN-BUILDER accepts full technical, cost and schedule responsibility and risks for the feasibility of implementing the Alternate Technical Proposal No. 1 with the Design-Build Contract Price and Schedule Dates as shown in the attached Exhibits "A" and "C". Additionally, Exhibit "A -1" is contained in this contract and includes the revised drawing set that details the following revisions:

1. In order to reduce the length of the north micro-tunnel, twin 84-inch culverts must be crossed; the revised drawing in Exhibit "A-1" depicts the crossing (as these culverts were missing on the submitted Alternate Proposal No. 1.)
2. The revised drawing in Exhibit "A-1depicts the northern connection point to include a 54-inch x 54-inch x 54-inch tee with a butterfly valve on the southern end of the tee (in lieu of the size-on-size tap that was submitted in the Alternate Proposal No. 1.)
3. In order to make the northern connection in the grassy noll area, the new 54-inch transmission main must the cross twin 84-inch culverts, which are now shown on the

revised drawing in Exhibit "A-1" (and were originally missing on the submitted Alternate Proposal No. 1.)

4. In order to have a functionable future connection to the 54-inch transmission main, the 54-inch by 54-inch tee and associated piping was moved to the north side of W 29th Street and the Service Road in the revised drawing in Exhibit "A-1". (The original submitted location of this future connection shown in Alternate Proposal No. 1 was not in a functional location.)

The DESIGN-BUILDER agrees that if Alternate Technical Proposal No. 1 is determined not feasible or impractical based on the performance criteria described in the Design Criteria Package or for any reason, including any reason beyond the control of the DESIGN-BUILDER, the DESIGN-BUILDER is required to perform the Project, without recourse, in accordance with the original requirements of the RDBS Design Criteria Package and at the same price and schedule as contracted.

The COUNTY'S decision to accept Alternate Technical Proposal No. 1 shall be final and binding upon execution of this Contract. However, the COUNTY'S decision to proceed with Alternate Technical Proposal No. 1 in no way relieves the DESIGN-BUILDER of all responsibilities and risks for implementing the Alternate Technical Proposal No. 1 or performing the original Design Criteria approach to meet the Contract Schedule Dates if the Alternate Proposal No. 1 is determined not feasible.

ARTICLE 6
THE PROJECT

6.1) LOCATION: The 54-inch water main originates from John E. Preston Water Treatment Plant located at 1100 West 2nd Avenue, Hialeah, Florida 33010 and proceed along West 13th Street to West 1st Avenue. It then turns north and continues along 1st Avenue to West 29th Street and proceeds west along West 29th Street to Service Road. It continues along Service Road to West 53rd Street and connects to the existing 54-inch water main located on Red Road, south of Little River Canal.

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

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

6.2) TERM OF THE CONTRACT: The DESIGN-BUILDER must engineer, design, permit, construct, test and commission the Work to bring the Work to Substantial Completion within one thousand ninety-five (1,095) calendar days of the Notice to Proceed (the "Substantial Completion Date") and to Final Completion within one thousand one-hundred ninety (1,190) calendar days from the Notice to Proceed (the "Final Completion Date").

It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY and to provide signed and sealed architectural and engineering construction documents for construction and installation, which comply with all regulatory requirements as well as meeting the needs and terms herein of the COUNTY.

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

6.2.1.1) The DESIGN-BUILDER shall complete the following activities as more specifically provided in Article 5 by the Substantial Completion Date:

(a) Engineer, design, permit, construct, install, test and place into service a fully operational new 54-inch diameter water main to replace the existing 54-inch water main along N Red Road from the John E. Preston Water Treatment Plant to just south of the C-9 Canal; and

(b) Connect existing 54-inch water main into the new 54-inch water main at the northern connection point as well as the existing 72-inch water main connection point on the southern end.

No additional compensation will be made if the DESIGN-BUILDER has to demobilize and remobilize.

6.2.1.2) The DESIGN-BUILDER shall complete the following activities on or before Final Completion:

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

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

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

6.2.2) Contract Liquidated Damages:

The Parties to the Contract agree that time, in the performance and completion of the Work, is of the essence. The COUNTY and the DESIGN-BUILDER recognize and agree that the precise amount of actual damages for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the DESIGN-BUILDER shall be assessed Liquidated Damages on a daily basis for each Day that individual milestones, as specified below, are not timely achieved or

that Contract Time is exceeded due to a non-excusable delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the COUNTY for expenses which are difficult to quantify with any certainty and which were incurred by the COUNTY due to the delay. The amount of Liquidated Damages assessed shall be an amount, as stipulated below, per day for each calendar day that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.

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

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

If the DESIGN-BUILDER does not achieve Substantial Completion by the established Substantial Completion Date, liquidated damages for delay will be assessed in the amount of two thousand five hundred dollars ($2,500.00) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER.

If the DESIGN-BUILDER does not achieve Final Completion by the established Final Completion Date, liquidated damages for delay will be assessed in the amount of one thousand dollars ($1,000.00) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER.

If both the Substantial Completion and Final Completion Dates are being exceeded concurrently, the liquidated damages for such dates will be cumulative until the Substantial Completion Date is achieved, after which the liquidated damages alone as associated with the Final Completion Date will continue until the Final Completion is achieved.

Liquidated damages for not meeting the required Substantial Completion Date and/or the Final Completion Date will be charged to the DESIGN-BUILDER for the number of days that such dates are not achieved. All assessments of liquidated damages to the DESIGN-BUILDER may be adjustments to payments due to the DESIGN-BUILDER.

These amounts are not penalties but liquidated damages to the COUNTY. Liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of actual damages that will be sustained by the COUNTY as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the DESIGN-BUILDER to complete the Contract on time. The COUNTY may deduct the sum of liquidated damages from any monies due or that become due to the DESIGN-BUILDER under the Contract or under any other contract with the COUNTY, or if such monies are insufficient, the DESIGN-BUILDER or its Surety or Sureties shall pay to

the COUNTY any deficiencies in such monies within thirty (30) days of written notice by the COUNTY. The remedies provided herein are not intended to preclude the COUNTY from terminating this Contract as provided in the termination provisions herein.

The COUNTY does not waive its right to liquidated damages due under the Contract by allowing the DESIGN-BUILDER to continue and to finish the Work, or any part of it, after the expiration of the Contract.

Furthermore, it is agreed that liquidated damages will not be due from the DESIGN-BUILDER due to delays agreed by the COUNTY as justified under the provisions of the Contract, to the extent that the DESIGN-BUILDER is granted an extension of Contract Time by the COUNTY'S REPRESENTATIVE.

6.3) PROJECT SCHEDULE: The DESIGN-BUILDER will proceed in accordance with the approved Mobilization and Engineering Schedule comprising the activities to be performed in the first one hundred twenty (120) days of Work after Notice to Proceed (NTP) as indicated in the attached Exhibit "A".

Subsequently, the Initial Baseline Project Schedule shall be expanded by the DESIGN-BUILDER to develop the Final Baseline Project Schedule, covering all details of the entire Project, including all milestone event dates, and will be submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time to establish the approved Final Baseline Project Schedule, prior to the one hundred twenty (120) day period, covered by the Mobilization and Engineering Schedule.

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

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

6.5) WARRANTY: Except where longer periods of warranty are indicated for certain items, the DESIGN-BUILDER warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion. This one-year (1) period shall be covered by the Surety Performance Bond as specified in this Contract. In the case of defects or failure in a part of the Work which the COUNTY takes possession of prior to Substantial Completion, such a period shall commence on the date the COUNTY takes possession. Upon receiving notification from the COUNTY or any public body, to whom the ownership of the Work has been

transferred, the DESIGN-BUILDER shall immediately remedy, repair, or replace, without cost to the COUNTY or other notifying party and to the entire satisfaction of the COUNTY or other notifying party, defects, damages, or imperfections due to faulty design, materials or workmanship appearing in said Work within said period of not less than one (1) year. Remedial Work shall carry the same warranty as the original Work starting with the date of acceptance of the replacement or repair. ALL MAINTENANCE DURING THE PERIOD OF WARRANTY, OR IF A REPAIR IS MADE, ALL MAINTENANCE DURING THE EXTENDED WARRANTY SHALL BE PROVIDED BY THE DESIGN-BUILDER. Payment to the DESIGN-BUILDER will not relieve the DESIGN-BUILDER of any obligation under this Contract. Any latent defects shall be corrected within the period required by applicable law.

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

6.5.2) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of the COUNTY provided that, if directed by the COUNTY, the DESIGN-BUILDER will require Subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the COUNTY.

6.5.3) The rights and remedies of the COUNTY provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.

6.5.4) Nothing in the above intends or implies that this warranty shall apply to Work that has been abused or neglected by the COUNTY or other public body, utility or entity to which ownership has been transferred.

6.5.5) MATERIAL: Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product or patented process by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at its option, use any equipment, material, article or process which is equivalent to that named, subject to the requirements of Article 6.5.6 below.

6.5.6) The COUNTY shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by the COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER'S expense.

6.5.6.1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial Work and completed Work, shall be at the DESIGN-BUILDER'S expense, and no additional time of performance will be allowed.

6.5.6.2) No action relating to the approval of alternative materials will be taken by the COUNTY until the request for substitution is made in writing by the DESIGN-BUILDER accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least thirty (30) days before the early start date of the activity provided in the DESIGN-BUILDER'S approved construction schedule. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.

6.5.6.3) Where classification, rating, or other certification by a body such as, but not limited to, UL, NSF, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body or equivalent independent testing laboratory, indicating compliance with Contract requirements. The equivalence of a classification, rating or certification, or the equivalence of the independent testing laboratory or other testing certifying entity, shall be solely decided by MDWASD or the COUNTY, and such decision shall be final. Testing required to prove equality of the material proposed shall be at the DESIGN-BUILDER'S expense.

6.5.6.4) Approval of an alternative material will be only for the characteristics and use named in such approval and shall not change or modify any Contract requirement or establish approval for the material to be used on any other Project for MDWASD or the COUNTY.

6.5.6.5) SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work, except those designated and specifically named to be furnished by the COUNTY'S REPRESENTATIVE.

6.5.6.6) Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled and incorporated to ensure completed Work in accordance with the Contract and its intent.

6.5.6.7) Materials furnished by the DESIGN-BUILDER, not conforming to the requirements of the Contract Documents, will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work Site unless otherwise permitted in writing by the COUNTY. All costs of such removal and replacement will be at the sole expense of the DESIGN-BUILDER, and no additional time of performance will be allowed. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in

writing by the COUNTY. If the DESIGN-BUILDER fails to comply promptly with a request by the COUNTY made under the provisions of this Article, the COUNTY may cause the removal and replacement of rejected material and the cost thereof to be deducted from any monies due or to become due to the DESIGN-BUILDER.

6.5.6.8) Materials shall be transported, handled and stored by the DESIGN-BUILDER in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

6.5.6.9) The COUNTY will have no responsibility to the DESIGN-BUILDER concerning local material sources other than the responsibility involved in the designations of suitability for intended use. The DESIGN-BUILDER shall make all necessary arrangements with the owners of material sources. The DESIGN-BUILDER shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the COUNTY expressly agrees in writing to assume.

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

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

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

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

ARTICLE 7
SUBCONSULTANTS

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

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

Firm Name:	FEIN No.
1. CES Consultants Inc.	65-0792884
2. GCES Engineering Services LLC	46-1012695
3. HSQ Group, Inc.	20-2052928
4. Premiere Design Solutions, Inc	26-0571068
5. Terracon Consultants, Inc	42-1249917

7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any Subconsultant without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.

7.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" "Certificate of Assurance as presented in the DESIGN-BUILDER'S proposal for the Project; in addition to the Compliance Reviews:

a) 24.00% SBE – A/E Goal (Design portion only) (Refer to Small Business Enterprise (SBE-A/E) Program for Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order 3-32)

ARTICLE 8
SUBCONTRACTORS

8.1) In the event that the DESIGN-BUILDER plans, or its Subcontractors plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and Subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project, which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval, prior to the DESIGN-BUILDER'S or Subcontractor's execution of the subcontract. Generalized subcontracts or subcontracts

without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those Subcontractors approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its Subcontractors at any tier for any portion of the Project, whichever it deems to be in the COUNTY'S best interest.

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

Firm Name:	FEIN No.
1. Alfredo J. Balsera, P.A.	65-0875077
2. Caruva Inc.	81-0578706
3. Huxted Tunneling, LLC	27-3335452
4. Rangeline Tapping Services, Inc.	65-0330364
5. A & M Brothers Concrete Corp.	45-3680870
6. Star Paving Corporation	59-2270057
7. MCG Mims Construction Group, LLC	26-3098171
8. General Asphalt Co. Inc.	59-1115297
9. ACME Barricades, L.C.	59-3541899

8.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any Subcontractor without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justification for the proposed change.

8.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "C" "Schedule of Intent" as presented in the DESIGN-BUILDER's proposal for the Project.

a) 10.04% SBE – Construction Goal (Construction portion only) (Refer to Small Business Program for Construction Services Implementing Order 3-22)

b) 0.05% SBE – G&S Goal (Refer to Small Business Enterprise (SBE) Program for the Purchase of Goods and Services Implementing Order 3-41)

b) 10.00% CWP – Workforce Goal (Refer to Community Workforce Program (CWP) Implementing Order 3-37

ARTICLE 9
SUBCONTRACTS

9.1) DESIGN-BUILDER PARTICIPATION: Except as otherwise provided, the DESIGN-BUILDER shall perform not less than twenty-five percent (25%) of the Work with its own organization. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the MDWASD determines that such request is not a disadvantage to MDWASD, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the MDWASD. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.

9.2) SUBCONTRACT DOCUMENTS: The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings, shall not control the DESIGN-BUILDER in dividing the Work among Subcontractors, nor in establishing the extent of Work to be performed by any trade.

ARTICLE 10
THE COUNTY'S RESPONSIBILITIES

10.1) INFORMATION FURNISHED: The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:

10.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the Work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any and all plans and data not furnished which the DESIGN-BUILDER knows or should know is necessary or appropriate for the rendition of the services described herein.

10.2) PROJECT MANAGEMENT

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

10.3) CHANGED OR ADDITIONAL WORK

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

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

Mayor's powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

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

The COUNTY'S REPRESENTATIVE shall confer with the DESIGN-BUILDER before any request for proposal is issued by the DIRECTOR or the DIRECTOR's designee to discuss and agree upon the scope, time required for completion and compensation method for Work and/or services to be rendered pursuant to this Contract. No payment shall be made by MDWASD until the Work completed is included in a duly submitted invoice in accordance with this Contract.

ARTICLE 11
BASIS OF COMPENSATION

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

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

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

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

DESIGN-BUILD SERVICES	
Engineering, Design and Permitting, Technical Support During Construction and other Professional Services:	$ 2,200,057.00
Construction, Testing and Commissioning:	$19,990,333.00
CONTRACT PRICE (Lump Sum):	$22,190,390.00

11.2) CONTINGENCY ALLOWANCE ACCOUNT

11.2.1) This is a Design-Build Contract for the design and construction for the installation of a 54-inch diameter water main from the John E. Preston Water Treatment

Plant (W 13th Street and 2nd Avenue), connecting to MDWASD's 72-inch water main, to W 51st Place and Red Road, connecting to the existing 54-inch water main in Red Road just south of the C-9 Canal.; therefore, in accordance with the Code of Miami Dade County, Section 2-8.1 Paragraph (h) a Contingency Allowance Account is applicable. This Contingency Allowance Account, computed as ten percent (10%) of the design-related portion of the Contract value, is two hundred twenty thousand, five dollars and seventy cents ($220,005.70), plus five percent (5%) of the construction-related portion of the Contract value, which is nine hundred ninety-nine thousand, five hundred sixteen dollars and sixty-five cents ($999,516.65), and will be used by MDWASD, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is one million, two hundred nineteen thousand, five hundred twenty-two dollars and thirty-five cents ($1,219,522.35).

11.3) DEDICATED ALLOWANCE ACCOUNT

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

11.3.1.1)	Permit Fees	$599,709.99
11.3.1.2)	Environmental Issues	$300,000.00

Total amount of Dedicated Allowance Account item(s) above is eight hundred ninety-nine, thousand, seven hundred nine dollars and ninety-nine cents ($899,709.99).

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

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

11.4.1) The sum of the Contingency Account and the Dedicated Allowance Account is two million, one hundred nineteen thousand, two hundred thirty-two dollars and thirty-four cents ($2,119,232.34) for all payments to the DESIGN-BUILDER for

any Additional Services authorized by the COUNTY'S REPRESENTATIVE on this Project.

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to twenty-four million, three hundred nine thousand, six hundred twenty-two dollars and thirty-four cents ($24,309,622.34). Any further amounts required for this Contract must be authorized by the County Mayor or the County Mayor's designee in accordance with his County Mayor's powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

11.4.2) The Parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and may only be authorized under such terms and conditions and that the DESIGN-BUILDER shall not be entitled to any compensation beyond those specified and authorized through the agreed applicable lump sum of the Design-Build Contract Price of the Contract, according to the items listed in Article 11.1.

11.5) DESIGN-BUILDER MARKUP FOR EXTRA WORK: In the case of any Extra Work authorized to this CONTRACT, the DESIGN-BUILDER is authorized to receive markups for all overhead and profit as indicated below. Overhead includes both corporate (home office) and Site overhead, including but not limited to, construction offices, office equipment and utilities, management and supervision, and local transportation and expenses.

11.5.1) For Work and services directly performed by the DESIGN-BUILDER, the DESIGN-BUILDER may add up to a ten percent (10%) mark-up.

11.5.2) For Work and services directly performed by a Subconsultant or Subcontractors, the Subconsultant or Subcontractor may add up to a ten percent (10%) mark-up, and the DESIGN-BUILDER may provide a markup on all Subcontractor and Subconsultant costs of five percent (5%).

11.5.3) No markups by the DESIGN-BUILDER are allowed for services performed by Sub-subconsultants or Sub-subcontractors.

11.5.4) No markups by the DESIGN-BUILDER are allowed on the sales tax for material and equipment provided by the DESIGN-BUILDER and it Subconsultants and Subcontractors.

ARTICLE 12
PARTIAL AND FINAL PAYMENT

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

and inspected by the COUNTY'S REPRESENTATIVE and that payment therefore has been satisfactorily certified by the DESIGN-BUILDER to the COUNTY'S REPRESENTATIVE.

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

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

The Partial Affidavit and Release forms will be modified to state that all labor, material, equipment and supplies have been paid in full through the assigned pay application period ending date of the previous pay application period.

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

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

As a prerequisite for the acceptance of monthly payment applications for completed construction work, the DESIGN-BUILDER shall submit redlines, partially completed as-built plan sheets and fully completed as-built plan sheets, all as required by and satisfactory to, the COUNTY'S REPRESENTATIVE. From NTP through one hundred twenty (120) days, the DESIGN-BUILDER will utilize and submit the approved Mobilization and Engineering Schedule to indicate progress in accordance with the Schedule of Values to support request for progress payments. Once the Final Baseline Project Schedule is approved for compliance by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall prepare a progress update to the current Project cost-loaded Final Baseline Project Schedule and submit six (6) complete print copies and three (3) complete electronic copies to the COUNTY'S REPRESENTATIVE for review and support for the requested progress payment applications for Work completed after one hundred twenty (120) days from NTP through to Final Completion.

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

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

When the computer printout of the application has been prepared, the COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER that the application is ready for its signature. Signature of the DESIGN-BUILDER on the computer printout of the application shall constitute acceptance by MDWASD of the DESIGN-BUILDER'S invoice for Project Work and services performed. When the DESIGN-BUILDER comes in to sign the application, the DESIGN-BUILDER must submit all required documentation, i.e., two (2) copies of the current updated final Baseline Project Schedule, Certified Payroll, reports for the DESIGN-BUILDER and each Subcontractor that provided labor on the Project during that pay period, the Monthly Utilization and Monthly Employment Data Reports and a

DESIGN-BUILDER'S Invoice on the format provided by MDWASD with all required documentation. Additionally, the affidavit and all releases for the previous application shall be submitted in acceptable form. When a complete package of all required submittals has been turned in and any applicable as-built drawings have been produced to the satisfaction of the COUNTY'S REPRESENTATIVE, and the updated Project Schedule has been received by MDWASD, the DESIGN-BUILDER will be allowed to sign the application and the application will be processed for payment.

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

12.2) RETAINAGE: Retainage during the first fifty percent (50%) completion of the Project as determined by the COUNTY'S REPRESENTATIVE shall be five percent (5%) in accordance with Section 255.078, Florida Statutes, from subsequent progress payments until final payment is due. The point of fifty percent (50%) completion shall be as defined in the Schedule of Values as agreed between the DESIGN-BUILDER and the COUNTY and reflected in the Baseline Project Schedule.

The DESIGN-BUILDER shall perform all items of Work preceding the point of fifty percent (50%) completion shown in the Schedule of Values and reflected in the Baseline Project Schedule to the satisfaction of the COUNTY'S REPRESENTATIVE prior to consideration by MDWASD of any reduction in the percentage rate of retainage. Unless specific written permission is granted by the COUNTY'S REPRESENTATIVE to either change the sequence or perform differing amounts of Work, the items listed shall be a required precedent to said reduction. MDWASD may retain additional amounts with regard to disputed items and/or claims.

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

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

Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all

of the required documentation cited above within thirty (30) days from the date of written notification that the final pay application is ready for signature, the DESIGN-BUILDER may be held in default due to such delay.

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

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

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

12.4.2) Pursuant to the Ordinance pertaining to Small Business Enterprise Programs; amending sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, 2-8.9 and 10.34 of the Code requires the use of Miami-Dade County's web-based system for the COUNTY contracts, the DESIGN-BUILDER is responsible for reporting all payments made to each subconsultant and subcontractors participating on a COUNTY project and payments received must be confirmed by the Subconsultants and Subcontractors via Miami-Dade County's Business Management Workforce System (BMWS) at https:mdcsbd.gob2g.com.

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

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

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

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

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

Work, based on the wages paid for such labor. Specific items to be included in this proposal shall be included on the following basis:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13
GENERAL PROVISIONS

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY:

13.1.1) DESIGN-BUILDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the DESIGN-BUILDER or its employees, agents, servants, partners principals or Subcontractors. DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorney's fees which may issue thereon. DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided. This provision for indemnification shall survive expiration or termination of the Contract.

13.1.2) Notwithstanding any provision herein to the contrary, the DESIGN-BUILDER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the COUNTY in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER, Subconsultants, the registered professionals (architects and/or engineers) and Subcontractors under this Contract.

13.1.3) CONTRACT SECURITY: The DESIGN-BUILDER agrees to execute and deliver within fourteen (14) days after the execution of the Contract, the DESIGN-BUILDER'S Performance and Payment Bonds prepared on the applicable bond forms included in Volume I of the RDBS and attached as Exhibit "D" "Performance and Payment Bonds". The Surety Performance and Payment Bonds shall be in the amount of one hundred percent (100%) of the TOTAL CONTRACT AMOUNT covering all sums under the CONTRACT. The Bonds must be in the form of a Surety Bond written through a local surety bond agency, rated as to management and strength as set forth below.

13.1.4) SURETY BOND QUALIFICATIONS: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

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

13.1.5) The DESIGN-BUILDER may, in lieu of a surety performance bond and a surety payment bond, submit two (2) cash bonds, conditioned upon the faithful performance of the Work, in strict accordance with this Contract and with the RDBS and the completion of the Work, free from all liens and within the time limit herein specified; said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits. Said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if the DESIGN-BUILDER were the obligee or obligees therein specifically mentioned and all such persons shall be held or deemed to the obligee thereof.

13.1.6) The DESIGN-BUILDER shall provide a Performance and Payment Bond in accordance with state law. Section 255.05, Florida Statutes, provides for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

13.1.6.1) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for their labor, materials or supplies shall, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnish the Principal with a notice of the work they intend to bond for protection.

13.1.6.2) A claimant who is not in privity with the Principal and who has not received payment for their labor, materials or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

13.1.6.3) No action for the labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Completion.

13.1.7) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:

13.1.7.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses, sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.

13.2) ERRORS AND OMISSIONS:

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

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

13.3) INSURANCE:

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

13.3.1.1) Certificate(s) of Insurance: which clearly indicate that the Contractor has obtained the insurance coverage as required below.

13.3.1.2) Worker's Compensation Insurance: for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act, as applicable for any activities on or about navigable water.

13.3.1.3) Commercial General Liability Insurance: in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards and Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

13.3.1.4) Automobile Liability Insurance: covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

13.3.1.5) Professional Liability Insurance in the name of the DESIGN-BUILDER will provide or cause its Engineer to provide in an amount not less than $1,000,000 per claim.

13.3.2) The DESIGN-BUILDER shall cause their subcontractors to provide, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

13.3.2.1) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

13.3.2.2) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

13.3.2.3) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act, as applicable for any activities on or about navigable water.

13.3.2.4) Professional Liability or Errors & Omissions insurance covering architectural and/or engineering project design, construction supervision, administration and any related professional qualifications or functions required by the project for the licensed design professional in an amount not less than $5,000,000 per claim.

13.3.3) Construction Phase Contractor and/or Contractor shall cause their subcontractors to provide, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

13.3.3.1) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

13.3.3.2) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards, Products and Completed Operations and Railroad Protective Liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.

a. *If Railroad Protective Liability cannot be endorsed onto the General Liability policy a standalone policy, as listed below, will be accepted. We propose to add CG 24 17 to the GL policies in Lieu of obtaining a stand-alone railroad protective policy.*

i. Railroad Protective Liability $3,000,000 per occurrence $6,000,000 in the aggregate. **Miami-Dade County must be shown as a Named Insured with respect to this coverage.**

13.3.3.3) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act, as applicable for any activities on or about navigable water.

13.3.3.4) Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the completed value of the building(s) or structure(s). The policy shall be in the name of Miami Dade County and the Contractor.

13.3.3.5) Umbrella Liability Insurance in an amount not less than $5,000,000 per occurrence.

a. If Excess Liability is provided must be on a follow form basis.

Pollution Liability insurance, in an amount not less than $5,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

* ***Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.***

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

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

or

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

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

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

CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY

111 N.W .1 STREET
SUITE 2340
MIAMI, FL 33128

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

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

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

13.4) PERFORMANCE

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

13.4.2) CONSEQUENCE FOR NONPERFORMANCE: Should the DESIGN-BUILDER fail to perform its services within the time agreed to by the COUNTY and the DESIGN-BUILDER, and such failure causes a delay in the progress of the services, the DESIGN-BUILDER shall be liable for any direct damages to the COUNTY resulting from such delay.

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

13.4.3.1) Each time any portion of the Schedule prepared by the DESIGN-BUILDER is not met for unapproved/unjustified causes (other than COUNTY caused) the COUNTY may notify the Internal Services Department, Division of Small Business

Development, and any other entity established by the COUNTY for tracking the unsatisfactory performance and may notify the DESIGN-BUILDER'S Surety.

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

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

When the activity duration for any items shown on the approved Baseline Project Schedule do not appear sufficient to be completed in the time provided, and the affected activities are likely to delay completion of the Project in the sole opinion of the COUNTY'S REPRESENTATIVE, or if the COUNTY'S REPRESENTATIVE otherwise determines that the Work is not progressing in a timely manner towards completion in a timely manner, and the DESIGN-BUILDER fails to make good faith efforts for completing any of the above Work activities as specified, the COUNTY'S REPRESENTATIVE shall give notice to the DESIGN-BUILDER, in writing, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to take the measures necessary to perform the Work. If the DESIGN-BUILDER does not begin to correct such conditions within five (5) days of such notice, or provide a plan satisfactory to the COUNTY'S REPRESENTATIVE to correct such conditions, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to place the DESIGN-BUILDER in default and notify its surety of same.

13.5) PROJECT SUSPENSION OR ABANDONMENT:

13.5.1) If the Project is suspended for the convenience of the COUNTY for more than six (6) months or abandoned in whole or in part for the convenience of the COUNTY under any phase, the COUNTY shall give seven (7) days' notice to the DESIGN-BUILDER of the Project's abandonment or suspension. If it is known that the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Contract and compensated as agreed by the DESIGN-BUILDER and the COUNTY for direct labor, equipment and materials and rates for overhead and profit as applicable for Extra Work. The COUNTY will not be liable for stand-by, overhead or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with this Project. If the Project is to be suspended for the convenience of the COUNTY for more than six (6) months or abandoned

in whole or in part for the convenience of the COUNTY during any phase, the DESIGN-BUILDER shall be paid for Work which was performed prior to such suspension or abandonment, and any specific Work as directed by the COUNTY to secure and/or abandon the Work, and the COUNTY shall have no further obligation or liability to the DESIGN-BUILDER under this Contract. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S compensation to complete the Project may be renegotiated due to the suspension delay, but the COUNTY will have no obligation to complete the Project under this Contract and may hire or contract with another DESIGN-BUILDER to complete the Project. The COUNTY will have no further obligation or liability to the DESIGN-BUILDER.

13.6) TERMINATION OF CONTRACT:

13.6.1) By COUNTY For Convenience: The COUNTY may terminate for the COUNTY'S convenience, at its sole discretion, performance of Work under this Contract in whole or in part, if the COUNTY determines that a termination is in the COUNTY'S interest. The COUNTY shall terminate by delivering to the DESIGN-BUILDER and its Surety a written Notice of Termination at least ten (10) calendar day prior to the effective date of such termination, specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Contract and may be issued without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on Work done as of the date of the Notice of Termination and the reasonable costs of demobilizing its owned or rented equipment, materials, tools and labor forces and preparing its final invoice to the COUNTY. The DESIGN-BUILDER shall immediately provide the COUNTY with all drawings, plans and documentation related to the Project. Upon payment thereof, the COUNTY will have no further obligation or liability to the DESIGN-BUILDER under this Contract. The DESIGN-BUILDER shall not be entitled to any other compensation under this Contract.

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

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

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

Items from the Schedule of Values or unit price items that are partially completed will be paid as specified below in this Section. In the event of termination or

cancellation under this Section, the DESIGN-BUILDER shall not be entitled to any anticipated profits or for extended general conditions, for any Work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract will be considered, nor shall the DESIGN-BUILDER or the COUNTY be entitled to any consequential damages.

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

13.6.2) By the COUNTY for Cause: In the event the DESIGN-BUILDER fails to comply with the provisions of this Contract, the COUNTY may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification by the COUNTY'S REPRESENTATIVE, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of the COUNTY, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed Work found acceptable to the COUNTY. In the event partial payment has been made for such Work not completed, the DESIGN-BUILDER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Any dispute arising out of this Article shall be resolved in accordance with Article13.12 "DISPUTE RESOLUTION". The DESIGN-BUILDER shall remain liable for any liabilities and claims related to the DESIGN-BUILDER'S default. As an alternative to termination, the COUNTY may bring suit or proceedings for specific performance or for an injunction. If a court of competent jurisdiction determines the COUNTY erroneously terminated the Contract for default, the termination shall be converted to a Termination for Convenience and the DESIGN-BUILDER shall have no further recourse of any nature for wrongful termination.

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

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

conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. This notification shall be a formal Notice to Cure provided to the DESIGN-BUILDER and its surety by Certified mail.

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

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

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS:

13.7.1) For any Work performed on a reimbursable time and materials basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to, audited financial statements, balance sheets, and other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

13.7.2) The COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records for purposes of verifying certified costs or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Contract or any modification/change order to this Contract. The DESIGN-BUILDER shall, for a period of three (3) years after the date of Final Completion under this Contract:

13.7.2.1) Maintain such certified costs or pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified costs or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

13.7.2.2) Permit authorized representatives of the COUNTY and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

13.7.3) Unless governed elsewhere in the Contract, in the event any information provided by the DESIGN-BUILDER during initial Contract negotiations or any supplemental Contract negotiations is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, an appropriate reduction in the total compensation amount will be made to the Contract. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds, including withholding funds due the DESIGN-BUILDER on other COUNTY contracts. The DESIGN-BUILDER agrees to insert these audit clauses in all of its subcontracts.

13.8) OWNERSHIP AND REUSE OF THE DOCUMENTS:

13.8.1) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Work and Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for use and reproduction, shall become the property of the COUNTY. DESIGN-BUILDER shall not disclose, release, or make available any document to any third party, without prior written approval from the COUNTY. The DESIGN-BUILDER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any copyrighted standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

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

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

13.9) COMPLIANCE WITH LAWS:

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

13.9.1.1) Each employee of the DESIGN-BUILDER and its Subconsultants and Subcontractors that will be involved in the Project shall sign an agreement stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their Work under this Contract, unless authorized by the COUNTY.

13.9.1.2) The DESIGN-BUILDER and its Subconsultants and Subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.

13.9.2) In addition to the above requirements in this Article, the DESIGN-BUILDER shall, during the term of this Contract, be governed by all federal, State of Florida and Miami-Dade County laws, regulatory orders, county codes and resolutions, and MDWASD operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project. MDWASD will assist the DESIGN-BUILDER in obtaining copies of the laws, orders, codes, resolutions, or procedures not readily available on the internet, including, but not limited to, the following:

- Ordinance No. 03-107 – Amending Section 2-11.1(s) of the Conflict of Interest and Code of Ethics;
- Ordinance No. 09-68 – Local Certified Services for Disabled Veterans Preference;
- Ordinance No. 02-68 – MDWASD Security Ordinance;
- Ordinance No. 73-77 - Art in Public Places;
- Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender;
- Ordinance No. 90-143 - Responsible Wages and Benefits;
- Ordinance No. 91-142 - Family Leave, as amended by Ordinance No. 92-91- Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00;
- Ordinance No. 92-15 - Drug-free Workplace, as amended by Ordinance No. 00-30;
- Ordinance No. 94-73 - Value Analysis and Life-Cycle Costing;
- Ordinance No. 95-178 - Proposers are to Verify that all Delinquent and Currently Due Fees or Taxes have been Paid as a Condition of Award;
- Ordinance No. 97-35 - Fair Subcontracting Policies ISD Form No. 9 as amended by Ordinance No. 98-124, attached as Exhibit "E";
- Ordinance No. 97-104 – Subcontractor/Supplier Listing, ISD Form 7, attached as Exhibit "F";
- Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services;
- Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services;
- Ordinance No. 97-215 - Inspector General;
- Ordinance No. 98-30 – County Contractors Employment and Procurement Practices;
- Ordinance No. 99-5 - Domestic Violence Leave;
- Ordinance No. 99-152 - False Claim Ordinance;

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

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

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

13.9.4) AFFIRMATIVE ACTION:

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

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

13.9.5) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS AND SUBCONTRACTORS:

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

13.9.6) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:

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

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

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

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

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

- If this Contract is completely or partially terminated, the DESIGN-BUILDER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and

- The DESIGN-BUILDER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation or claims are finally resolved.

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

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

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

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

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

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

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

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

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

13.9.8) CERTIFICATION OF WAGE RATES: Attached hereto as Exhibit "H" is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes, the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided, are accurate, complete and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the Contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such Contract compensation adjustments shall be made within one (1) year following the end of the Contract, the date of final billing or acceptance of the Work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the DESIGN-BUILDER payroll at any time during the term of this Contract.

13.10) MISCELLANEOUS PROVISIONS:

13.10.1) The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which Proposals may be publicly solicited by the COUNTY, outside of this Contract.

13.10.2) Other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services, the DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure of persons to hazardous materials or contaminants in any form at the Project Site, except for any such materials that the DESIGN-BUILDER brings into the Site.

13.10.3) FORCE MAJEURE: For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of

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

13.10.4) STANDARD OF CARE: In the performance of its services, the DESIGN-BUILDER shall exercise the degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period, including the degree of care and skill required by the Florida Department of Professional Regulation and various construction licensing boards in the State of Florida or Miami-Dade County. The DESIGN-BUILDER shall consider future impacts of sea level rise and clilmate change that may be addressed through design considerations.

13.10.5) RESPONSIBILITY FOR OTHERS: The DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER Subconsultants and Subcontractors. The DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by the COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

13.10.6) RIGHT OF ENTRY: The COUNTY grants to the DESIGN-BUILDER, if the Work Site is owned by the COUNTY, permission for a right of entry from time to time by the DESIGN-BUILDER, its employees, agents and Subconsultants and Subcontractors, upon the Work Site for the purpose of providing the services. If the Work Site is not owned by the COUNTY, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by the DESIGN-BUILDER, its employees, agents and Subconsultants and Subcontractors, upon the Work Site for the purpose of providing the services. The COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Work Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Work Site conditions have been altered, the DESIGN-BUILDER shall restore the Work Site to original condition.

13.11) SUCCESSORS AND ASSIGNS:

13.11.1) The DESIGN-BUILDER and the COUNTY each bind themselves, their partners, successors, legal representatives and assigns to the other party of the Contract and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Contract. The DESIGN-BUILDER shall afford the COUNTY'S REPRESENTATIVE the opportunity to approve or reject all proposed assignees, successors, or other changes in the ownership

structure and composition of the DESIGN-BUILDER in writing. Failure to do so constitutes a breach of this Contract by the DESIGN-BUILDER.

13.12) DISPUTE RESOLUTION:

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

13.13) CERTIFICATION:

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

13.14) HAZARDOUS CONDITIONS:

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

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

the Work involved will be Extra Work and treated with the methods provided in Article 12.4.3 Extra Work and Payment thereof.

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

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

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

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

13.15) TIME EXTENSIONS AND DELAY:

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

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

the delay and shall serve as a waiver by the DESIGN-BUILDER of any and all such claims.

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

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

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

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

The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-

BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of two thousand five hundred dollars ($2,500.00) per day as liquidated damages of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the DESIGN-BUILDER or its Subcontractors, materialmen, suppliers, or vendors.

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

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

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

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

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

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

"Collateral Costs" means Owner's costs of operation, maintenance, logistic support or Owner-furnished property, as defined by Owner.

"Collateral Savings" means those measurable net reductions resulting from a VEP in Owner's overall projected Collateral Costs, exclusive of acquisition savings, whether or not the acquisition cost may change.

"DESIGN-BUILDER'S Development and Implementation Costs" means those costs the DESIGN-BUILDER and any Subcontractor incurs on a VEP, specifically in developing, testing, preparing and submitting the VEP, as well as those costs the DESIGN-BUILDER incurs to make the modifications to the Contract Documents in the event the Owner accepts the VEP.

"Owner's Costs" means those Owner costs that result directly from developing and implementing the VEP, such as any net increase in the cost of training, testing, operations, maintenance, and logistic support. The term does not include normal Owner administrative costs of processing the VEP.

"Instant Contract Savings" means the estimated reduction in the DESIGN-BUILDER'S cost of performance of the Contract that result from Owner's acceptance of the VEP, minus the DESIGN-BUILDER'S Development and Implementation Costs.

13.16.3) VEP Preparation and Submission. At a minimum, the DESIGN-BUILDER shall include in each VEP the information described in Subparagraphs (A) through (F) below.

A. A description of the difference between the existing requirements under the Contract Documents and that proposed, including the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of that alteration on performance, reliability, operability or durability.

B. A list and analysis of the requirements to the Contract Documents that must be modified if the VEP is accepted by Owner, as well as specific suggested language.

C. A separate, detailed cost estimate for: (i) the affected portions of the existing requirements of the Contract Documents; and (ii) the cost reduction associated with the VEP which shall take into account: (a) the DESIGN-BUILDER'S Development and Implementation Costs, all of which shall be separately and clearly detailed; and (b) a description and estimate of the Owner Costs associated with the VEP.

D. An estimate, to the extent practical, of any effects the VEP would have on Collateral Costs.

E. A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction.

F. A statement of the effect acceptance of the VEP will have on the Contract Time(s).

The DESIGN-BUILDER shall submit VEPs to Owner with a signed original, ten (10) paper copies and two (2) electronic copies.

13.16.4) Owner's Action:

A. Owner shall notify the DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after its receipt of the VEP. If additional time is required for evaluation, Owner shall notify the DESIGN-BUILDER within the thirty (30) day period and provide the expected date of the decision. Unless Owner's notification specifically states otherwise, the DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract Documents.

B. Owner shall not be liable for any delay in acting upon, or failing to act upon, a VEP.

C. If the VEP is not accepted, Owner shall notify the DESIGN-BUILDER in writing, explaining the reasons for rejection. The DESIGN-BUILDER may withdraw any VEP, in whole or in part, at any time before it is accepted or rejected by Owner.

D. Any VEP may be accepted, in whole or in part, by Owner issuing a Change Order. Owner may accept the VEP, even though an agreement on price reduction has not been reached, by issuing DESIGN-BUILDER a notice to proceed with the change.

E. Owner shall have the sole and absolute discretion to accept or reject all or part of any VEP, and its decision shall be final, binding and not subject to review through the disputes process set forth in Article 13.12 or in any other manner.

F. The DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract until a notice to proceed is issued or a Change Order is issued by Owner incorporating the VEP into the Contract. If a VEP has not been approved by the date upon which the DESIGN-BUILDER'S VEP submission specifies that a decision should be made, or such other date as DESIGN-BUILDER may subsequently have requested in writing, such VEP shall be deemed rejected.

13.16.5) Sharing:

A. Owner's share of savings is determined by subtracting Owner's Costs from Instant Contract Savings, and multiplying the result by fifty percent (50%). The Contract Price will be reduced by the amount of Owner's share of the savings.

B. Payment of any share due the DESIGN-BUILDER shall be as provided in the Change Order authorizing the VEP, which Change Order will modify the

Contract Price and will revise any other affected provisions of the Contract Documents, including, if applicable, the Contract Time(s).

13.16.6) Contractual Obligations:

A. Owner shall be the sole judge of the acceptability of any VEP and of the estimated net savings from the adoption of all or any part of such proposal.

B. The submission of a VEP by the DESIGN-BUILDER to Owner shall not in itself affect the rights or obligations of either party under this Contract.

C. Owner acceptance of a VEP and performance of the cost-reduction Work shall not extend the time of completion of the Contract unless specifically provided for in the Change Order.

D. The DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by Owner.

13.17) SITE CONDITIONS:

13.17.1) The COUNTY makes no representations or warranties as to Site conditions at the Work Site ("Site Conditions"), including but not limited to, the nature or amount of any kind of soil material, the location of any utilities or structures on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage or the amount of water to be expected. Any information provided herein relating to Site Conditions is provided as advisory only and is the COUNTY'S best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the COUNTY and that the COUNTY cannot guarantee that the DESIGN-BUILDER will encounter Site Conditions similar to those observed by the COUNTY.

13.17.2) The DESIGN-BUILDER shall, prior to beginning design and construction activities, make whatever Site investigations the DESIGN-BUILDER deems diligent or prudent, and shall take into account all Site Conditions which are known to the DESIGN-BUILDER, or which could be known to the DESIGN-BUILDER with reasonable, diligent investigation, in planning or executing the Work. Where Site conditions delay the Project, and said delay could have been avoided by reasonable investigations of the Site by the DESIGN-BUILDER, such delay will not be considered to be beyond the control of the DESIGN-BUILDER, and no time extension shall be granted pursuant to Article 13.15 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.

13.17.3) In the event that Site Conditions differ from those reasonably expected or foreseeable by the DESIGN-BUILDER, the DESIGN-BUILDER shall immediately within twenty-four (24) hours, and before such conditions are further disturbed, notify the COUNTY'S REPRESENTATIVE in writing of: (1) subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents, or other information and data that the DESIGN-BUILDER should have known or could have reasonably discovered prior to the proposal submittal date, or (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those

ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The COUNTY'S REPRESENTATIVE will promptly investigate the conditions, and if the COUNTY'S REPRESENTATIVE determines that such conditions materially differ from those reasonably expected or foreseeable by the data and information set forth in the geotechnical baseline conditions included in the Design-Criteria Package, the Contract Documents or other data and information reasonably available to the DESIGN-BUILDER prior to the proposal date, and such conditions cause an increase or decrease in the DESIGN-BUILDER'S cost of, or the time required for, the performance of any part of the Work under the Contract, an adjustment, excluding loss of anticipated profits, may be made and the Contract modified in writing accordingly by the COUNTY'S REPRESENTATIVE. The COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER whether or not an adjustment of the Contract is warranted.

13.17.4) No claim of the DESIGN-BUILDER under this Article will be allowed unless the DESIGN-BUILDER has given the notice required in Article 13.17.3 of this Article and Article 13.18, NOTICE OF POTENTIAL CLAIM.

13.17.5) No claim by the DESIGN-BUILDER for a change hereunder will be allowed if asserted after final payment under this Contract.

13.17.6) If the COUNTY'S REPRESENTATIVE is not given written notice prior to the conditions being further disturbed after the initial discovery by the DESIGN-BUILDER, the DESIGN-BUILDER will be deemed to have waived its right to assert a claim for additional time and compensation arising out of such changed conditions.

13.18) NOTICE OF POTENTIAL CLAIM:

13.18.1) The DESIGN-BUILDER will not be entitled to additional compensation otherwise payable for any act or failure to act by the COUNTY, the happening of any event or occurrence, or any other cause, unless the DESIGN-BUILDER shall have given the COUNTY'S REPRESENTATIVE a written notice of potential claim therefore as specified in this Article. The DESIGN-BUILDER understands and agrees that the filing of a notice of potential claim in accordance with this Article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the COUNTY and that the failure of the DESIGN-BUILDER to strictly comply is deemed a waiver of all claims.

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

13.18.3) It is the intention of this Article, that differences between the Parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

13.18.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.

13.18.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.

13.18.6) If the COUNTY decides to pay all or part of a claim for which notice was not timely made, the COUNTY does not waive the right to enforce the notice requirements in connection with any other claim.

13.19) INSPECTING AND TESTING MATERIALS:

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test pieces of materials as the COUNTY'S REPRESENTATIVE may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not specification requirements are met shall be borne by the DESIGN-BUILDER. The DESIGN-BUILDER shall not incorporate any material or finished article into the Work until the results of the inspections or tests are known and the DESIGN-BUILDER has been notified by the COUNTY'S REPRESENTATIVE that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the COUNTY'S REPRESENTATIVE shall be promptly removed from the Work Site.

13.20) CORRECTIONS OF WORK OR MATERIAL:

If at any time before the Final Completion of the Project, defects in the Work or materials, unsatisfactory Work or material, poor workmanship, damaged, destroyed, or incorrect Work, are found by the COUNTY'S REPRESENTATIVE, or any other Governmental Agency having jurisdiction over the Work, the DESIGN-BUILDER so notified shall immediately correct such Work at its expense using whatever material and labor necessary in accordance with the plans and specifications.

Previous inspection of such Work or prior approval of any design submittals for compliance will not relieve the DESIGN-BUILDER of its responsibility for any of the above deficiencies, although they may have been overlooked by the COUNTY'S REPRESENTATIVE or may have been the results of damage from any cause. Neglect to make good for any of the above Work shall result in the COUNTY'S REPRESENTATIVE giving notice in writing to the DESIGN-BUILDER specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. If the DESIGN-BUILDER does not correct such conditions within five (5) days after receipt of such notice, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to order the subject Work discontinued and have the Work completely remedied at the expense of the DESIGN-BUILDER.

All materials are to be inspected before use, and the DESIGN-BUILDER shall notify the COUNTY'S REPRESENTATIVE in time to enable it to inspect any inaccessible Work or materials before being covered. The DESIGN-BUILDER shall furnish at its expense necessary personnel and facilities for inspection of such Work or materials after being covered, if so required. If, in the opinion of the COUNTY'S REPRESENTATIVE, the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the COUNTY'S REPRESENTATIVE shall notify the DESIGN-BUILDER in writing, specifying the Work or materials which shall not be incorporated in the Work without replacement or corrective Work sufficient to obtain the COUNTY'S REPRESENTATIVE'S approval. All costs for the correction of said Work or materials shall be borne by the DESIGN-BUILDER.

If, in the opinion of the COUNTY'S REPRESENTATIVE, the structural, mechanical, or electrical integrity of installed Work or materials on Site is questionable, the COUNTY'S REPRESENTATIVE may direct the DESIGN-BUILDER to perform necessary tests to determine the acceptability of the item in question. The DESIGN-BUILDER shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the Work if required. Engineering, testing and any required corrective Work shall be performed immediately to minimize delays to the Project. If the tested Work or materials are found to have deficiencies or not be in accordance with the best practices of the trade, even if the COUNTY for its convenience elects to accept the Work or materials, all engineering, testing, and corrective costs shall be borne by the DESIGN-BUILDER. Should the Work or material in question be found to be without deficiencies and in accordance with the best practices of the trade, said costs will be borne by the COUNTY to the extent of actual costs for said services. Any office overhead or other charges will remain with the DESIGN-BUILDER. A non-compensable time extension will be granted if no corrective measures are required by the COUNTY'S REPRESENTATIVE.

In all cases of corrective Work, including tests, prior to performing any Work, the DESIGN-BUILDER must submit its method of correction and obtain approval from the COUNTY'S REPRESENTATIVE prior to correcting, removing, or replacing this Work. The COUNTY'S REPRESENTATIVE will only approve the completed Work when it is satisfactorily performed. All costs for this Work, including testing, shall be borne by the DESIGN-BUILDER.

13.21) SOVEREIGNTY:

13.21.1) COUNTY'S Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the COUNTY'S status thereunder:

(1) The COUNTY retains all of its sovereign prerogatives and rights as a COUNTY under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project and the Site or the operation thereof, or be liable for the same; and

(2) The COUNTY shall not by virtue of this Contract be obligated to grant the DESIGN-BUILDER any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever

nature applicable to the planning, design, construction, development and/or operation of the Project and the Site.

13.21.2) No liability for exercise of police power. Notwithstanding and prevailing over any contrary provision in this Contract or in any of the Contract Documents, any COUNTY covenant or obligation that may be contained in this Contract or any of the Contract Documents, including but not limited to the following:

(1) To cooperate with or provide good faith, diligent, reasonable or other similar efforts to assist the DESIGN-BUILDER regardless of the purpose required for such cooperation;

(2) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(3) To apply for or assist the DESIGN-BUILDER in applying for any County, City or third party permit or needed approval; or

(4) To contest, defend against or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature;

Shall not bind the Board, the Department, Regulatory and Economic Resources (RER) or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power; and the COUNTY shall be released and held harmless, by the DESIGN-BUILDER from any liability, responsibility, claims, consequential or other damages or losses to the DESIGN-BUILDER or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of permits may require the COUNTY to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Contract, the COUNTY shall have no obligation to approve, in whole or in part, any application by the DESIGN-BUILDER. The COUNTY'S obligation to use reasonable good faith efforts in the processing and obtaining of such permits shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the COUNTY to adopt any of the permits be construed as a breach or default of this Contract.

13.22) ENTIRETY OF CONTRACT:

This Contract represents the entire and integrated Contract between the COUNTY and the DESIGN-BUILDER and supersedes all prior negotiations, representations or Contracts, written or oral. This Contract may not be amended, changed, modified or otherwise altered in any particular manner, at any time after the execution hereof, except by approved change order issued by the COUNTY.

13.23) SEVERABILITY:

If any provision of this Contract is deemed illegal or unenforceable by a court of law, such portion shall be deemed to be of no effect and shall be deemed stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

13.24) GOVERNING LAWS; SUBMISSION TO JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation between the Parties shall be conducted in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and the Parties hereby submit to the jurisdiction of such court. The Parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction, including any objection to the laying of venue based on grounds of *forum non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction.

13.25) SURVIVAL:

The Parties acknowledge that any of the obligations in the Contract, which by nature would continue beyond the termination, cancellation or expiration of the Contract including, indemnification, shall survive termination, cancellation or expiration thereof.

13.26) NO WAIVER:

No acceptance, order, measurement, payment or certificate of or by the COUNTY or its employees or agents shall either stop the COUNTY from asserting any right or operate as a waiver of any provision hereof or of any power herein reserved to the COUNTY or of any right to damages provided herein.

13.27) REMEDIES:

The COUNTY may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the COUNTY. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The COUNTY'S rights and remedies as set forth in the Contract are not exclusive and are in addition to any other remedies.

13.28) NO THIRD PARTY BENEFICIARIES:

Nothing under the Contract Documents shall afford any third party to this Contract, including members of the public, third-party beneficiary status hereunder.

13.29) AMENDMENTS:

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

13.30) HEADINGS:

The headings used in these General Conditions of the Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.31) COUNTERPARTS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.32) PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY:

The DESIGN-BUILDER shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the DESIGN-BUILDER upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Contract and shall be enforced in accordance with the terms of the Contract.

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

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

13.33) EMPLOYEES ARE THE RESPONSIBILITY OF THE DESIGN-BUILDER MANAGER/ INDEPENDENT CONTRACTOR RELATIONSHIP:

The DESIGN-BUILDER is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the Work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the DESIGN-BUILDER'S sole direction, supervision and control. The DESIGN-BUILDER shall exercise control over the means and manner in which it and its employees perform the Work and in all respects the DESIGN-BUILDER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The DESIGN-BUILDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract or a Work Order. The DESIGN-BUILDER shall supply competent employees. The COUNTY may require the DESIGN-BUILDER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task order authorization. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by the DESIGN-BUILDER without prior approval from the DIRECTOR or DIRECTOR's designee. All employees engaged in this Project will be required to submit the attached Exhibit "I" "Conflict of Interest Affidavit".

13.34) ACCOUNTS RECEIVABLE ADJUSTMENTS:

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the DESIGN-BUILDER to the COUNTY, whether under this Contract or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by the COUNTY to the DESIGN-BUILDER under this Contract. Such retained amount shall be applied to the amount owed by the DESIGN-BUILDER to the COUNTY. The DESIGN-BUILDER shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the DESIGN-BUILDER for the applicable payment due herein.

13.35) MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE:

Notwithstanding any other provision of this Contract, the County Mayor or the County Mayor's designee may exercise the provisions of Sections 2-8.2.12(4)(d) and (e) of the Code of Miami-Dade County. Pursuant to Section 2-8.2.12(5) and Resolution No. R-1119-14, 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 County Mayor or the County 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 DESIGN-BUILDER shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the DESIGN-BUILDER is eligible for payment for any work done prior to failure of the ratification in accordance with Section 13.6 of this Contract.

13.36) NON-DISCRIMINATION:

The DESIGN-BUILDER agrees not to discriminate against any employee, applicant, tenant, or person on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking or veterans' status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the DESIGN-BUILDER attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the DESIGN-BUILDER or any owner, subsidiary or other firm affiliated with or related to the DESIGN-BUILDER is found by the responsible enforcement agency or the county to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the DESIGN-BUILDER submits a false affidavit pursuant to this Resolution or the DESIGN-BUILDER violates the Act or the Resolution during the term of this Contract, even if the DESIGN-BUILDER was not in violation at the time it submitted its affidavit.

13.37) ASPIRATIONAL POLICY REGARDING DIVERSITY:

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where Work is being performed in their performance of Work for the COUNTY. This policy shall not be a condition of contracting with the COUNTY, nor will it be a factor in the evaluation of solicitations unless permitted by law.

13.38) AUDIT RIGHTS:

The DESIGN-BUILDER shall, during the term of this Contract and for a period of five (5) years thereafter, allow for the OWNER and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, job cost ledgers, Project correspondence and Project-related files and all relevant records pertinent to the Contract.

The OWNER retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The OWNER shall be provided full access upon request to all documents, including those in possession of Subcontractors/Subconsultants or suppliers during the work and for a period of five (5) years after the completion of the Work. In case of any litigation regarding this Project, such rights shall extend until final settlement or conclusion of such litigation. Failure to allow the OWNER access shall be deemed a waiver of DESIGN-BUIILDER'S claims.

13.39) SECURITY RESTRICTIONS:

Access to certain COUNTY property is restricted. The DESIGN-BUILDER is subject to Article IX, Chapter 32 of the Miami-Dade County Code Ordinance No. 02-68 "Security Ordinance." In the event the DESIGN-BUILDER needs access to such COUNTY property, the DESIGN-BUILDER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include backgrounds checks, the use of photo identification badges and limited access to COUNTY property. The photo identification badges, and associated costs are not reimbursed. Prior to

commencing Work at any COUNTY property, the DESIGN-BUILDER shall meet with Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project. Subconsultants and Subcontractors are also required to comply with the restrictions, and it shall be the responsibility of the DESIGN-BUILDER to ensure that the Subconsultants and Subcontractors comply with security ordinance and all restrictions.

13.40) E-VERIFY: By entering into this AGREEMENT, the DESIGN-BUILDER becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the DESIGN-BUILDER effective January 1, 2021 and requiring all Subconsultants to provide an affidavit attesting that the Subconsultants does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the DESIGN-BUILDER may be liable for any additional costs incurred by the County resulting from the termination of Section 24 of the Contract. If this Contract is terminated for a violation of the statute by the DESIGN-BUILDER, the DESIGN-BUILDER may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

13.41) CORONAVIRUS DISEASE OF 2019: For the purposes of this AGREEMENT, and notwithstanding anything to the contrary in this AGREEMENT, the COUNTY and DESIGN-BUILDER agree as follows: The COUNTY and DESIGN-BUILDER acknowledge that they are entering into this AGREEMENT during a pandemic caused by the Coronavirus Disease of 2019 ("COVID-19"). In response to the effects of COVID-19 to date, including but not limited to subsequent waves or re-infections, the DESIGN-BUILDER agrees to implement and undertake the procedures described in Exhibit "I" ("COVID-19 Procedures") during the performance of the Work.

(The remainder of the page was intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officials as of the date first above written.

ATTEST:
Assistant Secretary: _____
Signature

Lanzo Construction Co., FL
Legal Name of Corporation

By: Lanzo Construction Co., FL
Legal Name of Corporation

_____
Signature

_____
(Corporate Seal)

James M. Tilli, Assistant Secretary
Legal Name and Title

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

_____
Risk Management Division

Date: _____

Approved for Legal Sufficiency:

_____
Assistant County Attorney

Date: _____

IN WITNESS WHEREOF MIAMI-DADE COUNTY, FLORIDA has caused this Contract to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

HARVEY RUVIN
Clerk of the Court

By: Clerk of the Board

Signature

Date: _____

FOR:
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

DANIELLA LEVINE CAVA
County Mayor

By:

Signature

Date: _____

TEAM ORGANIZATIONAL CHART

THE LANZO + CES DESIGN-BUILD TEAM			
1	Lanzo Construction Co., Florida	6	GCES Engineering (SBE-A/E)
2	CES Consultants (MBE/DBE)	7	Balsera Communications (SBE-G&S)
3	Premiere Design Solutions (SBE-A/E)	8	Huxted Tunneling LLC
4	HSQ Group (SBE-A/E)	9	Rangeline Tapping Services
5	Terracon	10	Caruva Design Build (SBE-CON/SBE-G&S)

MIAMI-DADE COUNTY

ACCOUNTABILITY TEAM

LANZO CONSTRUCTION CO.
Joe D'Alessandro, Sr. (1)

CES CONSULTANTS
Rudy Ortiz, PE, CGC (2)

DESIGN-BUILD PROJECT MANAGER
Robert Beaty, PE, CGC, CUC (1)

TECHNICAL ADVISOR & DESIGN QA/QC
David Hool, PE (2)

PUBLIC OUTREACH MANAGER
Cory McKnight (7)

DESIGN

DESIGN PROJECT MANAGER
Jose Caraballo, PE (2)

9.01 DRILLING, SUBSURFACE INVESTIGATIONS & SEISMOGRAPHIC SERVICES; 9.02 GEOTECHNICAL; 9.03 CONCRETE & ASPHALT TESTING; 9.04 NON-DESTRUCTIVE TESTING & INSPECTIONS
Alejandro Montenegro, PE (6)
Hugo Soto, PE (5)
Rudy Gonzembach, PE, SI (5)
Rutu Nulkar, PE (5)

6.01 WATER DISTRIBUTION SYSTEMS; 16.00 CIVIL ENGINEERING; 6.01A UTILITY TUNNELING; 11.00 STRUCTURAL ENGINEERING; 12.00 MECHANICAL ENGINEERING; 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

Pipeline Design
Jose Caraballo, PE (2)
Jafet Torres, PE (2)
Gustavo Silva, PE (2)
Erik Alcantara, EI, ENV SP (2)
Luis J. Jurado, PE (3)

Microtunnel & Shaft Design
Jose Caraballo, PE (2)
Jose Martinez, PE (2)
Jafet Torres, PE (2)

Existing Utilities Mapping
Amanda Guillory, PE, ENV SP (2)
Erik Alcantara, EI, ENV SP (2)
Antonio Quevedo, PE (4)

Roadway Design & MOT
Gustavo Eckardt, PE (3)

Permitting
Jose Caraballo, PE (2)
Gustavo Silva, PE (2)

Construction Inspections
Erik Alcantara, EI, ENV SP (2)
Dwight Moore (4)

3.04 HIGHWAY SYSTEMS TRAFFIC ENGINEERING STUDIES
Gustavo Eckardt, PE (3)

10.02 GEOLOGY; 10.05 CONTAMINATION ASSESSMENT & MONITORING
Steven A. Harrison, PG (5)
Lucas Barroso-Giachetti, PE, CHMM (5)

15.01 LAND SURVEYING; 15.03 UNDERGROUND UTILITY LOCATION
Thomas English, PSM, PLS (4)
Fernando Fernandez, PSM (3)
Daniel Laak, PSM (4)

CONSTRUCTION

CONSTRUCTION MANAGER
Joe D'Alessandro, Jr., CGC (1)

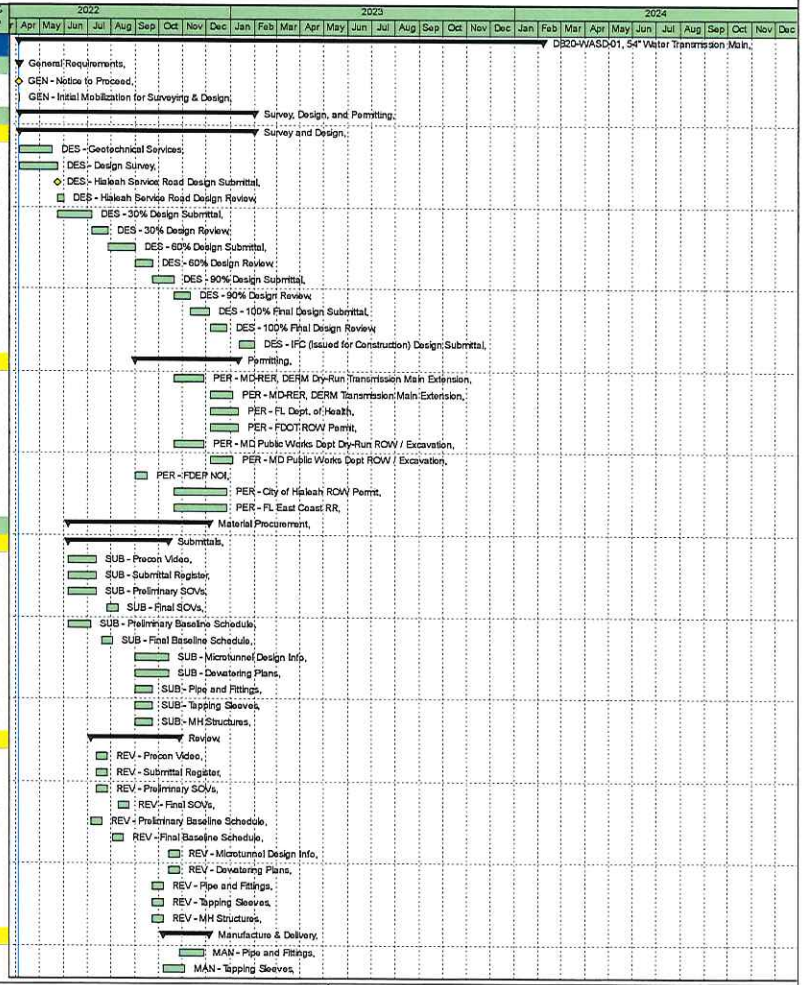
CONSTRUCTION TEAM
Pipeline & Shaft Superintendent
Richard Kohsman (1)
Microtunneling Superintendent
Bobby Johnson (8)
Tapping Superintendent
Charles Grant (9)

SUBCONTRACTORS & SBE CONSTRUCTION SUPPORT
TBD; Lanzo commits to meeting or exceeding your SBE-CON Goals!
Planned Subcontractors include:
Huxted Tunneling LLC: Microtunneling
Rangeline Tapping Services: Hot Tap Pressure Main
Caruva Design Build (SBE-CON and SBE-G&S): Site Preparation Water & Sewer

EXHIBIT A

MDWASD, DB20-WASD-01 Design-Build 54" Water Transmission Main from West 13th St to West 53rd Street
Proposed Baseline Schedule

Activity ID	Activity Name	Orig Dur	Rem Dur	Actual Start	Actual Finish	Early Start	Early Finish	Late Start	Late Finish	Total Float	Free Float	Phy % Comp
DB20-WASD-01, 54" Water Transmission Main		469.0d	469.0d			04-Apr-22	07-Feb-24	22-Jun-22	04-Mar-25	277.0d	0.0d	
General Requirements		1.0d	1.0d			04-Apr-22	04-Apr-22	22-Jun-22	22-Jun-22	56.0d	0.0d	
GR1000	GEN - Notice to Proceed	0.0d	0.0d			04-Apr-22		22-Jun-22		56.0d	0.0d	0%
GR1005	GEN - Initial Mobilization for Surveying & Design	1.0d	1.0d			04-Apr-22	04-Apr-22	22-Jun-22	22-Jun-22	56.0d	0.0d	0%
Survey, Design, and Permitting		210.0d	210.0d			05-Apr-22	01-Feb-23	23-Jun-22	20-Apr-23	56.0d	0.0d	
Survey and Design		210.0d	210.0d			05-Apr-22	01-Feb-23	23-Jun-22	20-Apr-23	56.0d	0.0d	
D1000	DES - Geotechnical Services	30.0d	30.0d			05-Apr-22	16-May-22	21-Dec-22	02-Feb-23	181.0d	125.0d	0%
D1005	DES - Design Survey	35.0d	35.0d			05-Apr-22	23-May-22	23-Jun-22	11-Aug-22	56.0d	0.0d	0%
D1008	DES - Hialeah Service Road Design Submittal	0.0d	0.0d				23-May-22		07-Oct-22	96.0d	0.0d	0%
D1009	DES - Hialeah Service Road Design Review	5.0d	5.0d			24-May-22	31-May-22	10-Oct-22	14-Oct-22	96.0d	40.0d	0%
D1010	DES - 30% Design Submittal	30.0d	30.0d			24-May-22	06-Jul-22	12-Aug-22	23-Sep-22	56.0d	0.0d	0%
D1015	DES - 30% Design Review	15.0d	15.0d			07-Jul-22	27-Jul-22	26-Sep-22	14-Oct-22	56.0d	0.0d	0%
D1020	DES - 60% Design Submittal	25.0d	25.0d			28-Jul-22	31-Aug-22	17-Oct-22	18-Nov-22	56.0d	0.0d	0%
D1025	DES - 60% Design Review	15.0d	15.0d			01-Sep-22	22-Sep-22	21-Nov-22	13-Dec-22	56.0d	0.0d	0%
D1026	DES - 90% Design Submittal	20.0d	20.0d			23-Sep-22	20-Oct-22	14-Dec-22	12-Jan-23	56.0d	0.0d	0%
D1027	DES - 90% Design Review	15.0d	15.0d			21-Oct-22	10-Nov-22	13-Jan-23	02-Feb-23	56.0d	0.0d	0%
D1030	DES - 100% Final Design Submittal	15.0d	15.0d			11-Nov-22	05-Dec-22	03-Feb-23	23-Feb-23	56.0d	0.0d	0%
D1035	DES - 100% Final Design Review	15.0d	15.0d			06-Dec-22	27-Dec-22	10-Mar-23	30-Mar-23	66.0d	10.0d	0%
D1040	DES - IFC (Issued for Construction) Design Submittal	15.0d	15.0d			12-Jan-23	01-Feb-23	31-Mar-23	20-Apr-23	56.0d	0.0d	0%
Permitting		90.0d	90.0d			01-Sep-22	11-Jan-23	27-Jan-23	30-Mar-23	56.0d	0.0d	
P1050	PER - MD-RER, DERM Dry-Run Transmission Main Extension	25.0d	25.0d			21-Oct-22	28-Nov-22	27-Jan-23	02-Mar-23	66.0d	5.0d	0%
P1055	PER - MD-RER, DERM Transmission Main Extension	20.0d	20.0d			06-Dec-22	04-Jan-23	03-Mar-23	30-Mar-23	61.0d	5.0d	0%
P1060	PER - FL Dept. of Health	25.0d	25.0d			06-Dec-22	11-Jan-23	24-Feb-23	30-Mar-23	56.0d	0.0d	0%
P1065	PER - FDOT ROW Permit	25.0d	25.0d			06-Dec-22	11-Jan-23	24-Feb-23	30-Mar-23	56.0d	0.0d	0%
P1070	PER - MD Public Works Dept Dry-Run ROW / Excavation	25.0d	25.0d			21-Oct-22	28-Nov-22	27-Jan-23	02-Mar-23	66.0d	5.0d	0%
P1075	PER - MD Public Works Dept ROW / Excavation	20.0d	20.0d			06-Dec-22	04-Jan-23	03-Mar-23	30-Mar-23	61.0d	5.0d	0%
P1076	PER - FDEP NOI	10.0d	10.0d			01-Sep-22	15-Sep-22	17-Mar-23	30-Mar-23	136.0d	80.0d	0%
P1080	PER - City of Hialeah ROW Permit	45.0d	45.0d			21-Oct-22	27-Dec-22	27-Jan-23	30-Mar-23	66.0d	10.0d	0%
P1090	PER - FL East Coast RR	45.0d	45.0d			21-Oct-22	27-Dec-22	27-Jan-23	30-Mar-23	66.0d	10.0d	0%
Material Procurement		126.0d	126.0d			07-Jun-22	05-Dec-22	24-Jan-23	11-Apr-24	344.0d	0.0d	
Submittals		91.0d	91.0d			07-Jun-22	13-Oct-22	24-Jan-23	28-Mar-24	369.0d	0.0d	
S0009	SUB - Precon Video	25.0d	25.0d			07-Jun-22	12-Jul-22	23-Feb-24	28-Mar-24	435.0d	0.0d	0%
S0010	SUB - Submittal Register	25.0d	25.0d			07-Jun-22	12-Jul-22	23-Feb-24	28-Mar-24	435.0d	0.0d	0%
S0011	SUB - Preliminary SOVs	25.0d	25.0d			07-Jun-22	12-Jul-22	26-Jan-24	29-Feb-24	415.0d	0.0d	0%
S0012	SUB - Final SOVs	10.0d	10.0d			27-Jul-22	09-Aug-22	15-Mar-24	28-Mar-24	415.0d	0.0d	0%
S0016	SUB - Preliminary Baseline Schedule	20.0d	20.0d			07-Jun-22	05-Jul-22	02-Feb-24	29-Feb-24	420.0d	0.0d	0%
S0018	SUB - Final Baseline Schedule	10.0d	10.0d			20-Jul-22	02-Aug-22	15-Mar-24	28-Mar-24	420.0d	0.0d	0%
S0020	SUB - Microtunnel Design Info	30.0d	30.0d			01-Sep-22	13-Oct-22	16-Feb-24	28-Mar-24	369.0d	0.0d	0%
S0030	SUB - Dewatering Plans	30.0d	30.0d			01-Sep-22	13-Oct-22	31-Jan-23	13-Mar-23	103.0d	0.0d	0%
S1000	SUB - Pipe and Fittings	15.0d	15.0d			01-Sep-22	22-Sep-22	21-Feb-23	13-Mar-23	118.0d	0.0d	0%
S1001	SUB - Tapping Sleeves	15.0d	15.0d			01-Sep-22	22-Sep-22	21-Feb-23	13-Mar-23	118.0d	0.0d	0%
S1010	SUB - MH Structures	15.0d	15.0d			01-Sep-22	22-Sep-22	24-Jan-23	13-Feb-23	98.0d	0.0d	0%
Review		81.0d	81.0d			06-Jul-22	27-Oct-22	14-Feb-23	11-Apr-24	369.0d	0.0d	
R0009	REV - Precon Video	10.0d	10.0d			13-Jul-22	26-Jul-22	29-Mar-24	11-Apr-24	435.0d	133.0d	0%
R0010	REV - Submittal Register	10.0d	10.0d			13-Jul-22	26-Jul-22	29-Mar-24	11-Apr-24	435.0d	133.0d	0%
R0011	REV - Preliminary SOVs	10.0d	10.0d			13-Jul-22	26-Jul-22	01-Mar-24	14-Mar-24	415.0d	0.0d	0%
R0012	REV - Final SOVs	10.0d	10.0d			10-Aug-22	23-Aug-22	29-Mar-24	11-Apr-24	415.0d	113.0d	0%
R0016	REV - Preliminary Baseline Schedule	10.0d	10.0d			06-Jul-22	19-Jul-22	01-Mar-24	14-Mar-24	420.0d	0.0d	0%
R0018	REV - Final Baseline Schedule	10.0d	10.0d			03-Aug-22	16-Aug-22	29-Mar-24	11-Apr-24	420.0d	118.0d	0%
R0020	REV - Microtunnel Design Info	10.0d	10.0d			14-Oct-22	27-Oct-22	29-Mar-24	11-Apr-24	369.0d	67.0d	0%
R0030	REV - Dewatering Plans	10.0d	10.0d			14-Oct-22	27-Oct-22	14-Mar-23	27-Mar-23	103.0d	0.0d	0%
R1000	REV - Pipe and Fittings	10.0d	10.0d			23-Sep-22	06-Oct-22	14-Mar-23	27-Mar-23	118.0d	15.0d	0%
R1001	REV - Tapping Sleeves	10.0d	10.0d			23-Sep-22	06-Oct-22	14-Mar-23	27-Mar-23	118.0d	0.0d	0%
R1010	REV - MH Structures	10.0d	10.0d			23-Sep-22	06-Oct-22	14-Feb-23	27-Feb-23	98.0d	0.0d	0%
Manufacture & Delivery		40.0d	40.0d			07-Oct-22	05-Dec-22	28-Feb-23	24-Apr-23	98.0d	0.0d	
M1000	MAN - Pipe and Fittings	20.0d	20.0d			28-Oct-22	28-Nov-22	28-Mar-23	24-Apr-23	103.0d	47.0d	0%
M1001	MAN - Tapping Sleeves	20.0d	20.0d			07-Oct-22	03-Nov-22	28-Mar-23	24-Apr-23	118.0d	62.0d	0%



Start Date: 04-Apr-22 Finish Date: 07-Feb-24
Data Date: 04-Apr-22 Run Date: 03-Jan-22

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TASK filter: All Activities
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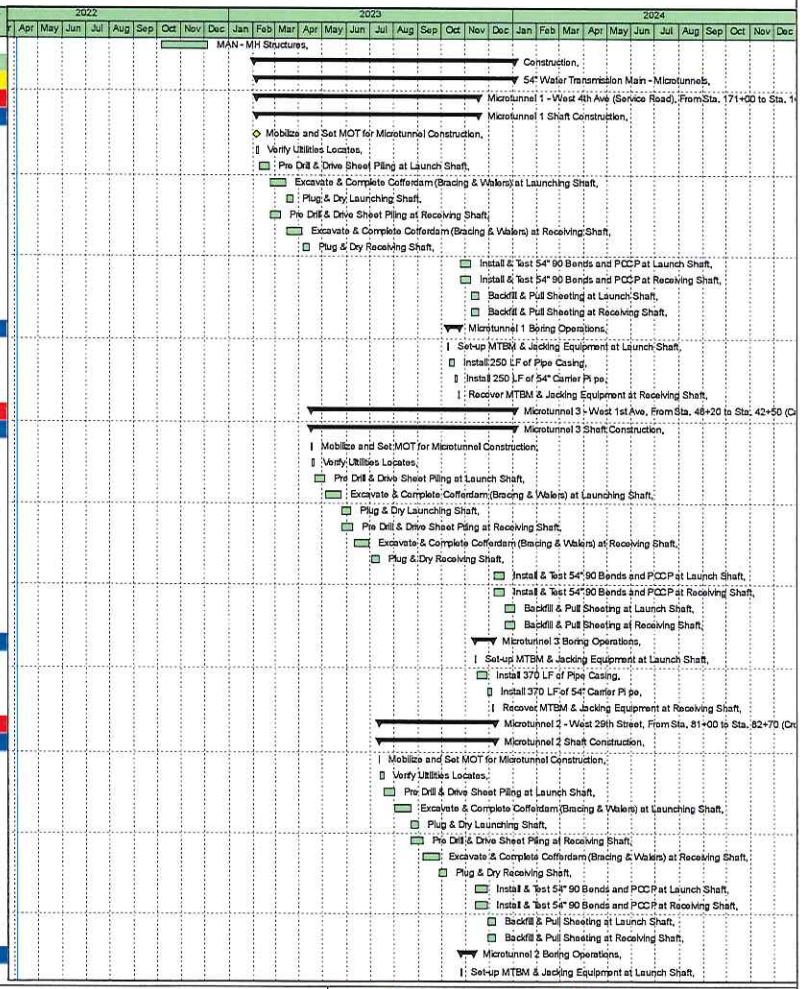
Critical
Actual Work
Remaining Work
Critical Remaining ...
Milestone
Summary

EXHIBIT A

MDWASD, DB20-WASD-01 Design-Build 54" Water Transmission Main from West 13th St to West 53rd Street
Proposed Baseline Schedule

Activity ID	Activity Name	Orig Dur	Rem Dur	Actual Start	Actual Finish	Early Start	Early Finish	Late Start	Late Finish	Total Float	Free Float	Phy % Comp
M1010	MAN - MH Structures	40.0d	40.0d			07-Oct-22	05-Dec-22	28-Feb-23	24-Apr-23	96.0d	42.0d	0%
Construction		233.0d	233.0d			02-Feb-23	03-Jan-24	25-Apr-23	04-Mar-25	302.0d	0.0d	
54" Water Transmission Main - Microtunnels		231.0d	231.0d			06-Feb-23	03-Jan-24	12-Apr-24	04-Mar-25	302.0d	0.0d	
Microtunnel 1 - West 4th Ave (Service Road), From Sta. 171+00 to Sta. 168+50		202.0d	202.0d			06-Feb-23	17-Nov-23	12-Apr-24	04-Mar-25	331.0d	0.0d	
Microtunnel 1 Shaft Construction		202.0d	202.0d			06-Feb-23	17-Nov-23	12-Apr-24	04-Mar-25	331.0d	0.0d	
MT1320	Mobilize and Set MOT for Microtunnel Construction	0.0d	0.0d			06-Feb-23		12-Apr-24		302.0d	0.0d	0%
MT1330	Verify Utilities Locates	3.0d	3.0d			06-Feb-23	08-Feb-23	12-Apr-24	16-Apr-24	302.0d	0.0d	0%
MT1340	Pre Drill & Drive Sheet Piling at Launch Shaft	10.0d	10.0d			09-Feb-23	22-Feb-23	17-Apr-24	30-Apr-24	302.0d	0.0d	0%
MT1350	Excavate & Complete Cofferdam (Bracing & Walers) at Launching Shaft	15.0d	15.0d			23-Feb-23	15-Mar-23	01-May-24	21-May-24	302.0d	0.0d	0%
MT1360	Plug & Dry Launching Shaft	7.0d	7.0d			16-Mar-23	24-Mar-23	04-Jun-24	12-Jun-24	310.0d	8.0d	0%
MT1370	Pre Drill & Drive Sheet Piling at Receiving Shaft	10.0d	10.0d			23-Feb-23	08-Mar-23	08-May-24	21-May-24	307.0d	5.0d	0%
MT1380	Excavate & Complete Cofferdam (Bracing & Walers) at Receiving Shaft	15.0d	15.0d			16-Mar-23	05-Apr-23	22-May-24	12-Jun-24	302.0d	0.0d	0%
MT1390	Plug & Dry Receiving Shaft	7.0d	7.0d			06-Apr-23	14-Apr-23	13-Jun-24	21-Jun-24	302.0d	0.0d	0%
MT1440	Install & Test 54" 90 Bends and PCCP at Launch Shaft	10.0d	10.0d			25-Oct-23	07-Nov-23	07-Feb-25	20-Feb-25	331.0d	0.0d	0%
MT1450	Install & Test 54" 90 Bends and PCCP at Receiving Shaft	10.0d	10.0d			25-Oct-23	07-Nov-23	07-Feb-25	20-Feb-25	331.0d	0.0d	0%
MT1460	Backfill & Pull Sheeting at Launch Shaft	8.0d	8.0d			08-Nov-23	17-Nov-23	21-Feb-25	04-Mar-25	331.0d	54.0d	0%
MT1470	Backfill & Pull Sheeting at Receiving Shaft	8.0d	8.0d			08-Nov-23	17-Nov-23	21-Feb-25	04-Mar-25	331.0d	54.0d	0%
Microtunnel 1 Boring Operations		12.0d	12.0d			09-Oct-23	24-Oct-23	12-Dec-24	27-Dec-24	302.0d	0.0d	
MT1400	Set-up MTBM & Jacking Equipment at Launch Shaft	2.0d	2.0d			09-Oct-23	10-Oct-23	12-Dec-24	13-Dec-24	302.0d	0.0d	0%
MT1410	Install 250 LF of Pipe Casing	5.0d	5.0d			11-Oct-23	17-Oct-23	16-Dec-24	20-Dec-24	302.0d	0.0d	0%
MT1420	Install 250 LF of 54" Carrier Pipe	3.0d	3.0d			18-Oct-23	20-Oct-23	23-Dec-24	25-Dec-24	302.0d	0.0d	0%
MT1430	Recover MTBM & Jacking Equipment at Receiving Shaft	2.0d	2.0d			23-Oct-23	24-Oct-23	26-Dec-24	27-Dec-24	302.0d	0.0d	0%
Microtunnel 3 - West 1st Ave, From Sta. 46+20 to Sta. 42+50 (Crossing W 21st St & FECRR)		181.0d	181.0d			17-Apr-23	03-Jan-24	24-Jun-24	04-Mar-25	302.0d	0.0d	
Microtunnel 3 Shaft Construction		181.0d	181.0d			17-Apr-23	03-Jan-24	24-Jun-24	04-Mar-25	302.0d	0.0d	
MT1000	Mobilize and Set MOT for Microtunnel Construction	1.0d	1.0d			17-Apr-23	17-Apr-23	24-Jun-24	24-Jun-24	302.0d	0.0d	0%
MT1010	Verify Utilities Locates	3.0d	3.0d			18-Apr-23	20-Apr-23	25-Jun-24	27-Jun-24	302.0d	0.0d	0%
MT1020	Pre Drill & Drive Sheet Piling at Launch Shaft	10.0d	10.0d			21-Apr-23	04-May-23	28-Jun-24	12-Jul-24	302.0d	0.0d	0%
MT1030	Excavate & Complete Cofferdam (Bracing & Walers) at Launching Shaft	15.0d	15.0d			05-May-23	25-May-23	15-Jul-24	02-Aug-24	302.0d	0.0d	0%
MT1040	Plug & Dry Launching Shaft	7.0d	7.0d			26-May-23	06-Jun-23	29-Aug-24	06-Sep-24	320.0d	18.0d	0%
MT1060	Pre Drill & Drive Sheet Piling at Receiving Shaft	10.0d	10.0d			26-May-23	09-Jun-23	05-Aug-24	16-Aug-24	302.0d	0.0d	0%
MT1070	Excavate & Complete Cofferdam (Bracing & Walers) at Receiving Shaft	15.0d	15.0d			12-Jun-23	30-Jun-23	19-Aug-24	06-Sep-24	302.0d	0.0d	0%
MT1080	Plug & Dry Receiving Shaft	7.0d	7.0d			03-Jul-23	12-Jul-23	09-Sep-24	17-Sep-24	302.0d	0.0d	0%
MT1120	Install & Test 54" 90 Bends and PCCP at Launch Shaft	10.0d	10.0d			07-Dec-23	20-Dec-23	07-Feb-25	20-Feb-25	302.0d	0.0d	0%
MT1130	Install & Test 54" 90 Bends and PCCP at Receiving Shaft	10.0d	10.0d			07-Dec-23	20-Dec-23	07-Feb-25	20-Feb-25	302.0d	0.0d	0%
MT1140	Backfill & Pull Sheeting at Launch Shaft	8.0d	8.0d			21-Dec-23	03-Jan-24	21-Feb-25	04-Mar-25	302.0d	25.0d	0%
MT1150	Backfill & Pull Sheeting at Receiving Shaft	8.0d	8.0d			21-Dec-23	03-Jan-24	21-Feb-25	04-Mar-25	302.0d	25.0d	0%
Microtunnel 3 Boring Operations		16.0d	16.0d			13-Nov-23	06-Dec-23	16-Jan-25	06-Feb-25	302.0d	0.0d	
MT1081	Set-up MTBM & Jacking Equipment at Launch Shaft	2.0d	2.0d			13-Nov-23	14-Nov-23	16-Jan-25	17-Jan-25	302.0d	0.0d	0%
MT1090	Install 370 LF of Pipe Casing	8.0d	8.0d			15-Nov-23	28-Nov-23	20-Jan-25	29-Jan-25	302.0d	0.0d	0%
MT1100	Install 370 LF of 54" Carrier Pipe	4.0d	4.0d			29-Nov-23	04-Dec-23	30-Jan-25	04-Feb-25	302.0d	0.0d	0%
MT1110	Recover MTBM & Jacking Equipment at Receiving Shaft	2.0d	2.0d			05-Dec-23	06-Dec-23	05-Feb-25	06-Feb-25	302.0d	0.0d	0%
Microtunnel 2 - West 29th Street, From Sta. 81+00 to Sta. 82+70 (Crossing Red Road)		104.0d	104.0d			13-Jul-23	08-Dec-23	18-Sep-24	04-Mar-25	318.0d	0.0d	
Microtunnel 2 Shaft Construction		104.0d	104.0d			13-Jul-23	08-Dec-23	18-Sep-24	04-Mar-25	318.0d	0.0d	
MT1160	Mobilize and Set MOT for Microtunnel Construction	1.0d	1.0d			13-Jul-23	13-Jul-23	18-Sep-24	18-Sep-24	302.0d	0.0d	0%
MT1170	Verify Utilities Locates	3.0d	3.0d			14-Jul-23	18-Jul-23	19-Sep-24	23-Sep-24	302.0d	0.0d	0%
MT1180	Pre Drill & Drive Sheet Piling at Launch Shaft	10.0d	10.0d			19-Jul-23	01-Aug-23	24-Sep-24	07-Oct-24	302.0d	0.0d	0%
MT1190	Excavate & Complete Cofferdam (Bracing & Walers) at Launching Shaft	15.0d	15.0d			02-Aug-23	22-Aug-23	08-Oct-24	28-Oct-24	302.0d	0.0d	0%
MT1200	Plug & Dry Launching Shaft	7.0d	7.0d			23-Aug-23	31-Aug-23	22-Nov-24	02-Dec-24	320.0d	18.0d	0%
MT1210	Pre Drill & Drive Sheet Piling at Receiving Shaft	10.0d	10.0d			23-Aug-23	06-Sep-23	29-Oct-24	11-Nov-24	302.0d	0.0d	0%
MT1220	Excavate & Complete Cofferdam (Bracing & Walers) at Receiving Shaft	15.0d	15.0d			07-Sep-23	27-Sep-23	12-Nov-24	02-Dec-24	302.0d	0.0d	0%
MT1230	Plug & Dry Receiving Shaft	7.0d	7.0d			28-Sep-23	06-Oct-23	03-Dec-24	11-Dec-24	302.0d	0.0d	0%
MT1280	Install & Test 54" 90 Bends and PCCP at Launch Shaft	10.0d	10.0d			13-Nov-23	28-Nov-23	07-Feb-25	20-Feb-25	318.0d	0.0d	0%
MT1290	Install & Test 54" 90 Bends and PCCP at Receiving Shaft	10.0d	10.0d			13-Nov-23	28-Nov-23	07-Feb-25	20-Feb-25	318.0d	0.0d	0%
MT1300	Backfill & Pull Sheeting at Launch Shaft	8.0d	8.0d			29-Nov-23	08-Dec-23	21-Feb-25	04-Mar-25	318.0d	41.0d	0%
MT1310	Backfill & Pull Sheeting at Receiving Shaft	8.0d	8.0d			29-Nov-23	08-Dec-23	21-Feb-25	04-Mar-25	318.0d	41.0d	0%
Microtunnel 2 Boring Operations		13.0d	13.0d			25-Oct-23	10-Nov-23	30-Dec-24	15-Jan-25	302.0d	0.0d	
MT1240	Set-up MTBM & Jacking Equipment at Launch Shaft	2.0d	2.0d			25-Oct-23	26-Oct-23	30-Dec-24	31-Dec-24	302.0d	0.0d	0%



Start Date: 04-Apr-22 Finish Date: 07-Feb-24
Data Date: 04-Apr-22 Run Date: 03-Jan-22

TASK filter: All Activities
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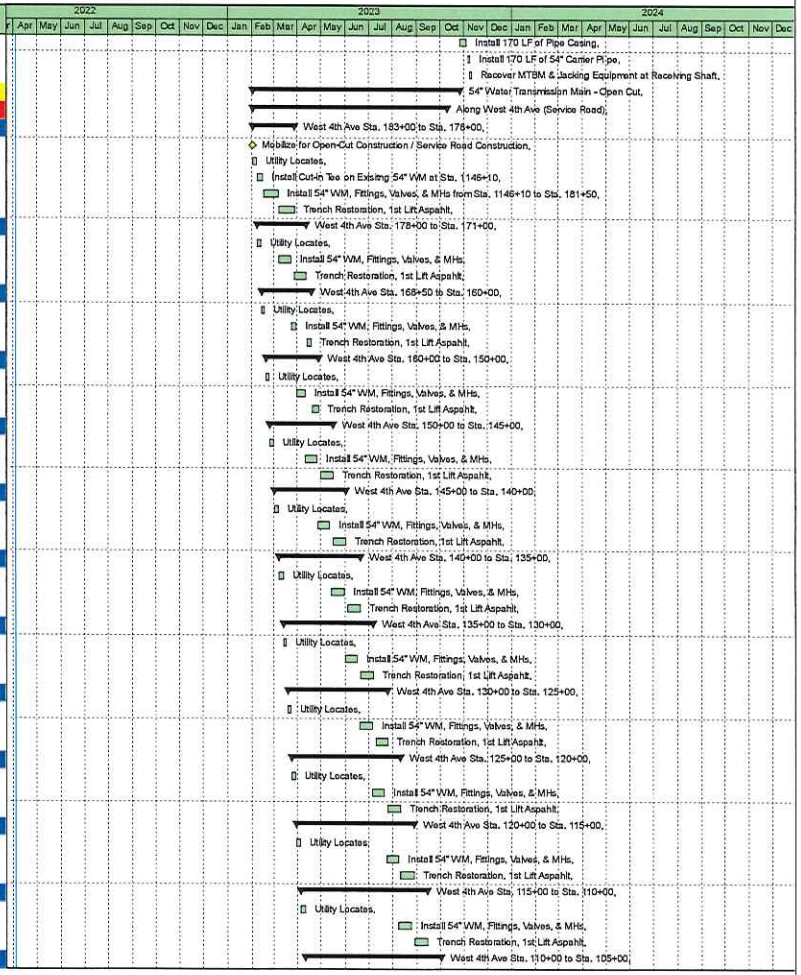
Critical
Actual Work
Remaining Work
Critical Remaining ...
Milestone
Summary

MDWASD, DB20-WASD-01 Design-Build 54" Water Transmission Main from West 13th St to West 53rd Street
Proposed Baseline Schedule

Activity ID	Activity Name	Orig Dur	Rem Dur	Actual Start	Actual Finish	Early Start	Early Finish	Late Start	Late Finish	Total Float	Free Float	Phy % Comp
MT1250	Install 170 LF of Pipe Casing	6.0d	6.0d			27-Oct-23	03-Nov-23	01-Jan-25	08-Jan-25	302.0d	0.0d	0%
MT1260	Install 170 LF of 54" Carrier Pipe	3.0d	3.0d			06-Nov-23	08-Nov-23	09-Jan-25	13-Jan-25	302.0d	0.0d	0%
MT1270	Recover MTBM & Jacking Equipment at Receiving Shaft	2.0d	2.0d			09-Nov-23	10-Nov-23	14-Jan-25	15-Jan-25	302.0d	0.0d	0%
54" Water Transmission Main - Open Cut		188.0d	188.0d			02-Feb-23	26-Oct-23	25-Apr-23	04-Mar-25	347.0d	0.0d	
Along West 4th Ave (Service Road)		176.0d	176.0d			02-Feb-23	10-Oct-23	11-May-23	10-Apr-24	127.0d	0.0d	
West 4th Ave Sta. 183+00 to Sta. 178+00		38.0d	38.0d			02-Feb-23	27-Mar-23	11-May-23	25-Sep-23	127.0d	0.0d	
W1000	Mobilize for Open-Cut Construction / Service Road Construction	0.0d	0.0d			02-Feb-23		11-May-23		70.0d	0.0d	0%
W1005	Utility Locates	4.0d	4.0d			02-Feb-23	07-Feb-23	11-May-23	16-May-23	70.0d	0.0d	0%
W1010	Install Cut-In Tee on Existing 54" WM at Sta. 1146+10	6.0d	6.0d			08-Feb-23	15-Feb-23	17-May-23	24-May-23	70.0d	0.0d	0%
W1020	Install 54" WM, Fittings, Valves, & MHs from Sta. 1146+10 to Sta. 181+50	14.0d	14.0d			16-Feb-23	07-Mar-23	25-May-23	14-Jun-23	70.0d	0.0d	0%
W1050	Trench Restoration, 1st Lift Asphalt	14.0d	14.0d			08-Mar-23	27-Mar-23	06-Sep-23	25-Sep-23	127.0d	0.0d	0%
West 4th Ave Sta. 178+00 to Sta. 171+00		46.0d	46.0d			08-Feb-23	12-Apr-23	15-Jun-23	12-Oct-23	128.0d	0.0d	
W1060	Utility Locates	4.0d	4.0d			08-Feb-23	13-Feb-23	09-Oct-23	12-Oct-23	170.0d	0.0d	0%
W1070	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			08-Mar-23	23-Mar-23	15-Jun-23	30-Jun-23	70.0d	0.0d	0%
W1080	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			28-Mar-23	12-Apr-23	26-Sep-23	11-Oct-23	127.0d	0.0d	0%
West 4th Ave Sta. 168+50 to Sta. 160+00		47.0d	47.0d			14-Feb-23	19-Apr-23	03-Jul-23	18-Oct-23	127.0d	0.0d	
W1090	Utility Locates	4.0d	4.0d			14-Feb-23	17-Feb-23	13-Oct-23	18-Oct-23	170.0d	0.0d	0%
W1100	Install 54" WM, Fittings, Valves, & MHs	5.0d	5.0d			24-Mar-23	30-Mar-23	03-Jul-23	10-Jul-23	70.0d	0.0d	0%
W1110	Trench Restoration, 1st Lift Asphalt	5.0d	5.0d			13-Apr-23	19-Apr-23	12-Oct-23	18-Oct-23	127.0d	0.0d	0%
West 4th Ave Sta. 160+00 to Sta. 150+00		50.0d	50.0d			20-Feb-23	26-Apr-23	11-Jul-23	27-Oct-23	127.0d	0.0d	
W2170	Utility Locates	4.0d	4.0d			20-Feb-23	23-Feb-23	19-Oct-23	24-Oct-23	170.0d	0.0d	0%
W2180	Install 54" WM, Fittings, Valves, & MHs	7.0d	7.0d			31-Mar-23	10-Apr-23	11-Jul-23	19-Jul-23	70.0d	0.0d	0%
W2190	Trench Restoration, 1st Lift Asphalt	7.0d	7.0d			20-Apr-23	28-Apr-23	19-Oct-23	27-Oct-23	127.0d	0.0d	0%
West 4th Ave Sta. 150+00 to Sta. 145+00		58.0d	58.0d			24-Feb-23	16-May-23	20-Jul-23	14-Nov-23	127.0d	0.0d	
W2200	Utility Locates	4.0d	4.0d			24-Feb-23	01-Mar-23	25-Oct-23	30-Oct-23	170.0d	0.0d	0%
W2210	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			11-Apr-23	26-Apr-23	20-Jul-23	04-Aug-23	70.0d	0.0d	0%
W2220	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			01-May-23	16-May-23	30-Oct-23	14-Nov-23	127.0d	0.0d	0%
West 4th Ave Sta. 145+00 to Sta. 140+00		66.0d	66.0d			02-Mar-23	02-Jun-23	07-Aug-23	04-Dec-23	127.0d	0.0d	
W2230	Utility Locates	4.0d	4.0d			02-Mar-23	07-Mar-23	31-Oct-23	03-Nov-23	170.0d	0.0d	0%
W2240	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			27-Apr-23	12-May-23	07-Aug-23	22-Aug-23	70.0d	0.0d	0%
W2250	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			17-May-23	02-Jun-23	15-Nov-23	04-Dec-23	127.0d	0.0d	0%
West 4th Ave Sta. 140+00 to Sta. 135+00		74.0d	74.0d			08-Mar-23	20-Jun-23	23-Aug-23	20-Dec-23	127.0d	0.0d	
W2260	Utility Locates	4.0d	4.0d			08-Mar-23	13-Mar-23	06-Nov-23	09-Nov-23	170.0d	0.0d	0%
W2270	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			15-May-23	31-May-23	23-Aug-23	08-Sep-23	70.0d	0.0d	0%
W2280	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			05-Jun-23	20-Jun-23	05-Dec-23	20-Dec-23	127.0d	0.0d	0%
West 4th Ave Sta. 135+00 to Sta. 130+00		82.0d	82.0d			14-Mar-23	07-Jul-23	11-Sep-23	09-Jan-24	127.0d	0.0d	
W2290	Utility Locates	4.0d	4.0d			14-Mar-23	17-Mar-23	10-Nov-23	15-Nov-23	170.0d	0.0d	0%
W2300	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			01-Jun-23	16-Jun-23	11-Sep-23	26-Sep-23	70.0d	0.0d	0%
W2310	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			21-Jun-23	07-Jul-23	21-Dec-23	09-Jan-24	127.0d	0.0d	0%
West 4th Ave Sta. 130+00 to Sta. 125+00		90.0d	90.0d			20-Mar-23	25-Jul-23	27-Sep-23	25-Jan-24	127.0d	0.0d	
W2320	Utility Locates	4.0d	4.0d			20-Mar-23	23-Mar-23	16-Nov-23	21-Nov-23	170.0d	0.0d	0%
W2330	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			19-Jun-23	05-Jul-23	27-Sep-23	12-Oct-23	70.0d	0.0d	0%
W2340	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			10-Jul-23	25-Jul-23	10-Jan-24	25-Jan-24	127.0d	0.0d	0%
West 4th Ave Sta. 125+00 to Sta. 120+00		98.0d	98.0d			24-Mar-23	10-Aug-23	13-Oct-23	12-Feb-24	127.0d	0.0d	
W2350	Utility Locates	4.0d	4.0d			24-Mar-23	29-Mar-23	22-Nov-23	29-Nov-23	170.0d	0.0d	0%
W2360	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			06-Jul-23	21-Jul-23	13-Oct-23	30-Oct-23	70.0d	0.0d	0%
W2370	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			26-Jul-23	10-Aug-23	26-Jan-24	12-Feb-24	127.0d	0.0d	0%
West 4th Ave Sta. 120+00 to Sta. 115+00		106.0d	106.0d			30-Mar-23	28-Aug-23	31-Oct-23	28-Feb-24	127.0d	0.0d	
W2380	Utility Locates	4.0d	4.0d			30-Mar-23	04-Apr-23	30-Nov-23	05-Dec-23	170.0d	0.0d	0%
W2390	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			24-Jul-23	08-Aug-23	31-Oct-23	15-Nov-23	70.0d	0.0d	0%
W2400	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			11-Aug-23	28-Aug-23	13-Feb-24	28-Feb-24	127.0d	0.0d	0%
West 4th Ave Sta. 115+00 to Sta. 110+00		114.0d	114.0d			05-Apr-23	14-Sep-23	16-Nov-23	15-Mar-24	127.0d	0.0d	
W2410	Utility Locates	4.0d	4.0d			05-Apr-23	10-Apr-23	06-Dec-23	11-Dec-23	170.0d	0.0d	0%
W2420	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			09-Aug-23	24-Aug-23	16-Nov-23	05-Dec-23	70.0d	0.0d	0%
W2430	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			29-Aug-23	14-Sep-23	29-Feb-24	15-Mar-24	127.0d	0.0d	0%
West 4th Ave Sta. 110+00 to Sta. 105+00		122.0d	122.0d			11-Apr-23	02-Oct-23	06-Dec-23	02-Apr-24	127.0d	0.0d	



Start Date: 04-Apr-22 Finish Date: 07-Feb-24
Data Date: 04-Apr-22 Run Date: 03-Jan-22

TASK filter: All Activities
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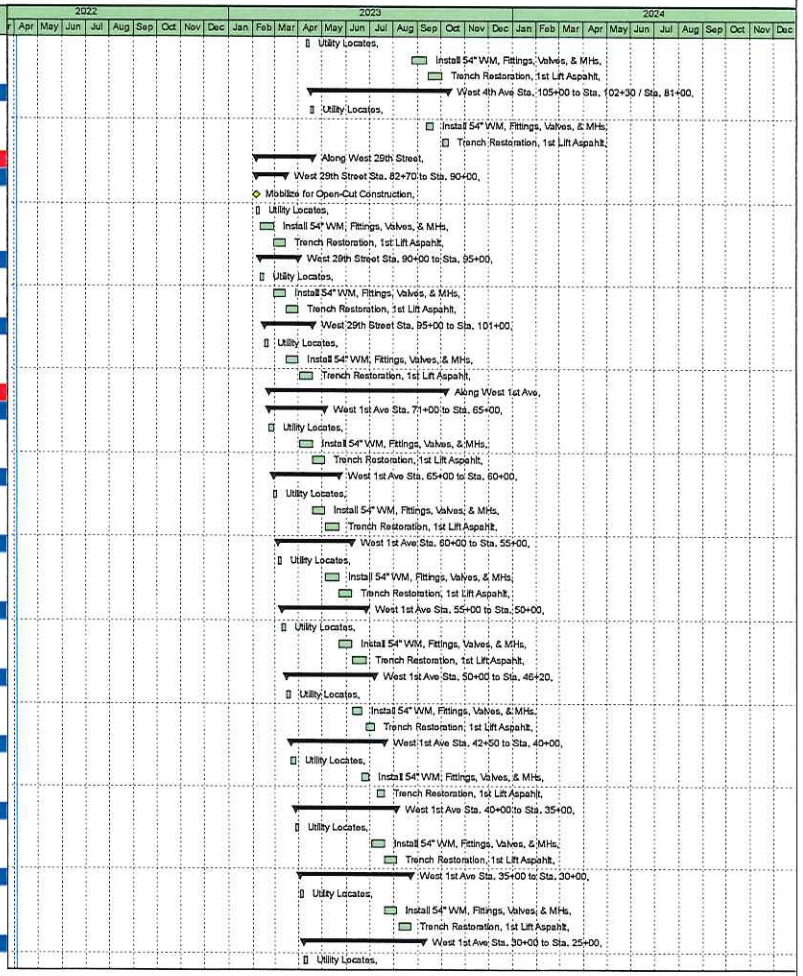
Critical
Actual Work
Remaining Work
Critical Remaining ...
Milestone
Summary

MDWASD, DB20-WASD-01 Design-Build 54" Water Transmission Main from West 13th St to West 53rd Street
Proposed Baseline Schedule

Activity ID	Activity Name	Orig Dur	Rem Dur	Actual Start	Actual Finish	Early Start	Early Finish	Late Start	Late Finish	Total Float	Free Float	Phy % Comp
W2440	Utility Locates	4.0d	4.0d			11-Apr-23	14-Apr-23	12-Dec-23	15-Dec-23	170.0d	0.0d	0%
W2450	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			25-Aug-23	12-Sep-23	06-Dec-23	21-Dec-23	70.0d	0.0d	0%
W2460	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			15-Sep-23	02-Oct-23	18-Mar-24	02-Apr-24	127.0d	0.0d	0%
West 4th Ave Sta. 105+00 to Sta. 102+30 / Sta. 81+00		124.0d	124.0d			17-Apr-23	10-Oct-23	18-Dec-23	10-Apr-24	127.0d	0.0d	
W2470	Utility Locates	4.0d	4.0d			17-Apr-23	20-Apr-23	18-Dec-23	21-Dec-23	170.0d	100.0d	0%
W2480	Install 54" WM, Fittings, Valves, & MHs	6.0d	6.0d			13-Sep-23	20-Sep-23	22-Dec-23	02-Jan-24	70.0d	0.0d	0%
W2490	Trench Restoration, 1st Lift Asphalt	6.0d	6.0d			03-Oct-23	10-Oct-23	03-Apr-24	10-Apr-24	127.0d	0.0d	0%
Along West 29th Street		52.0d	52.0d			06-Feb-23	18-Apr-23	25-Apr-23	20-Dec-24	429.0d	0.0d	
West 29th Street Sta. 82+70 to Sta. 90+00		28.0d	28.0d			06-Feb-23	15-Mar-23	25-Apr-23	15-Sep-23	129.0d	0.0d	
W1445	Mobilize for Open-Cut Construction	0.0d	0.0d			06-Feb-23		25-Apr-23		56.0d	0.0d	0%
W1450	Utility Locates	4.0d	4.0d			06-Feb-23	09-Feb-23	25-Apr-23	28-Apr-23	56.0d	0.0d	0%
W1460	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			10-Feb-23	27-Feb-23	01-May-23	16-May-23	56.0d	0.0d	0%
W1470	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			28-Feb-23	15-Mar-23	30-Aug-23	15-Sep-23	129.0d	0.0d	0%
West 29th Street Sta. 90+00 to Sta. 95+00		36.0d	36.0d			10-Feb-23	31-Mar-23	17-May-23	16-Dec-24	437.0d	0.0d	
W1480	Utility Locates	4.0d	4.0d			10-Feb-23	15-Feb-23	11-Dec-24	16-Dec-24	469.0d	0.0d	0%
W1490	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			28-Feb-23	15-Mar-23	17-May-23	02-Jun-23	56.0d	0.0d	0%
W1500	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			16-Mar-23	31-Mar-23	18-Sep-23	03-Oct-23	129.0d	0.0d	0%
West 29th Street Sta. 95+00 to Sta. 101+00		44.0d	44.0d			16-Feb-23	18-Apr-23	05-Jun-23	20-Dec-24	429.0d	0.0d	
W1510	Utility Locates	4.0d	4.0d			16-Feb-23	21-Feb-23	17-Dec-24	20-Dec-24	469.0d	0.0d	0%
W1520	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			16-Mar-23	31-Mar-23	05-Jun-23	20-Jun-23	56.0d	0.0d	0%
W1530	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			03-Apr-23	18-Apr-23	04-Oct-23	19-Oct-23	129.0d	0.0d	0%
Along West 1st Ave		160.0d	160.0d			22-Feb-23	06-Oct-23	21-Jun-23	20-Feb-25	353.0d	0.0d	
West 1st Ave Sta. 71+00 to Sta. 65+00		52.0d	52.0d			22-Feb-23	04-May-23	21-Jun-23	26-Dec-24	421.0d	0.0d	
W1540	Utility Locates	4.0d	4.0d			22-Feb-23	27-Feb-23	23-Dec-24	26-Dec-24	469.0d	0.0d	0%
W1550	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			03-Apr-23	18-Apr-23	21-Jun-23	07-Jul-23	56.0d	0.0d	0%
W1560	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			19-Apr-23	04-May-23	20-Oct-23	06-Nov-23	129.0d	0.0d	0%
West 1st Ave Sta. 65+00 to Sta. 60+00		60.0d	60.0d			28-Feb-23	22-May-23	10-Jul-23	01-Jan-25	413.0d	0.0d	
W1570	Utility Locates	4.0d	4.0d			28-Feb-23	03-Mar-23	27-Dec-24	01-Jan-25	469.0d	0.0d	0%
W1580	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			19-Apr-23	04-May-23	10-Jul-23	25-Jul-23	56.0d	0.0d	0%
W1590	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			05-May-23	22-May-23	07-Nov-23	22-Nov-23	129.0d	0.0d	0%
West 1st Ave Sta. 60+00 to Sta. 55+00		68.0d	68.0d			06-Mar-23	08-Jun-23	26-Jul-23	07-Jan-25	405.0d	0.0d	
W1600	Utility Locates	4.0d	4.0d			06-Mar-23	09-Mar-23	02-Jan-25	07-Jan-25	469.0d	0.0d	0%
W1610	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			05-May-23	22-May-23	26-Jul-23	10-Aug-23	56.0d	0.0d	0%
W1620	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			23-May-23	08-Jun-23	27-Nov-23	12-Dec-23	129.0d	0.0d	0%
West 1st Ave Sta. 55+00 to Sta. 50+00		76.0d	76.0d			10-Mar-23	26-Jun-23	11-Aug-23	13-Jan-25	397.0d	0.0d	
W1630	Utility Locates	4.0d	4.0d			10-Mar-23	15-Mar-23	08-Jan-25	13-Jan-25	469.0d	0.0d	0%
W1640	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			23-May-23	08-Jun-23	11-Aug-23	28-Aug-23	56.0d	0.0d	0%
W1650	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			09-Jun-23	26-Jun-23	13-Dec-23	29-Dec-23	129.0d	0.0d	0%
West 1st Ave Sta. 50+00 to Sta. 46+20		80.0d	80.0d			16-Mar-23	07-Jul-23	29-Aug-23	17-Jan-25	393.0d	0.0d	
W1660	Utility Locates	4.0d	4.0d			16-Mar-23	21-Mar-23	14-Jan-25	17-Jan-25	469.0d	0.0d	0%
W1670	Install 54" WM, Fittings, Valves, & MHs	8.0d	8.0d			09-Jun-23	20-Jun-23	29-Aug-23	08-Sep-23	56.0d	0.0d	0%
W1680	Trench Restoration, 1st Lift Asphalt	8.0d	8.0d			27-Jun-23	07-Jul-23	02-Jan-24	11-Jan-24	129.0d	0.0d	0%
West 1st Ave Sta. 42+50 to Sta. 40+00		84.0d	84.0d			22-Mar-23	19-Jul-23	11-Sep-23	23-Jan-25	389.0d	0.0d	
W1930	Utility Locates	4.0d	4.0d			22-Mar-23	27-Mar-23	20-Jan-25	23-Jan-25	469.0d	0.0d	0%
W1940	Install 54" WM, Fittings, Valves, & MHs	8.0d	8.0d			21-Jun-23	30-Jun-23	11-Sep-23	20-Sep-23	56.0d	0.0d	0%
W1950	Trench Restoration, 1st Lift Asphalt	8.0d	8.0d			10-Jul-23	19-Jul-23	12-Jan-24	23-Jan-24	129.0d	0.0d	0%
West 1st Ave Sta. 40+00 to Sta. 35+00		92.0d	92.0d			28-Mar-23	04-Aug-23	21-Sep-23	29-Jan-25	381.0d	0.0d	
W1990	Utility Locates	4.0d	4.0d			28-Mar-23	31-Mar-23	24-Jan-25	29-Jan-25	469.0d	0.0d	0%
W2000	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			03-Jul-23	19-Jul-23	21-Sep-23	06-Oct-23	56.0d	0.0d	0%
W2010	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			20-Jul-23	04-Aug-23	24-Jan-24	08-Feb-24	129.0d	0.0d	0%
West 1st Ave Sta. 35+00 to Sta. 30+00		100.0d	100.0d			03-Apr-23	22-Aug-23	09-Oct-23	04-Feb-25	373.0d	0.0d	
W1960	Utility Locates	4.0d	4.0d			03-Apr-23	06-Apr-23	30-Jan-25	04-Feb-25	469.0d	0.0d	0%
W1970	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			20-Jul-23	04-Aug-23	09-Oct-23	24-Oct-23	56.0d	0.0d	0%
W1980	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			07-Aug-23	22-Aug-23	09-Feb-24	26-Feb-24	129.0d	0.0d	0%
West 1st Ave Sta. 30+00 to Sta. 25+00		108.0d	108.0d			07-Apr-23	08-Sep-23	25-Oct-23	10-Feb-25	365.0d	0.0d	
W2020	Utility Locates	4.0d	4.0d			07-Apr-23	12-Apr-23	05-Feb-25	10-Feb-25	469.0d	0.0d	0%



Start Date: 04-Apr-22 Finish Date: 07-Feb-24
Data Date: 04-Apr-22 Run Date: 03-Jan-22

TASK filter: All Activities
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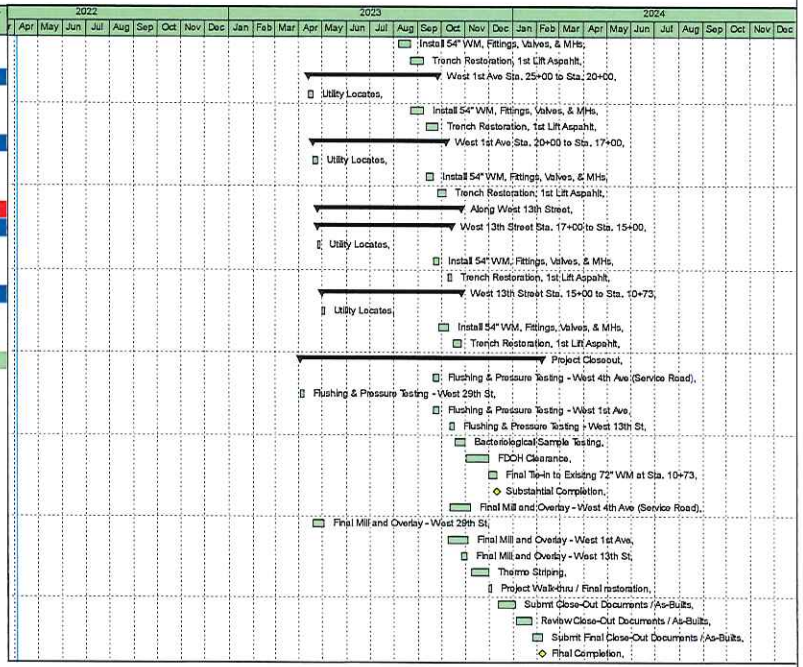
Critical
Actual Work
Remaining Work
Critical Remaining ...
Milestone
Summary

MDWASD, DB20-WASD-01 Design-Build 54" Water Transmission Main from West 13th St to West 53rd Street

Proposed Baseline Schedule

Activity ID	Activity Name	Orig Dur	Rem Dur	Actual Start	Actual Finish	Early Start	Early Finish	Late Start	Late Finish	Total Float	Free Float	Phy % Comp
W2030	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			07-Aug-23	22-Aug-23	25-Oct-23	09-Nov-23	56.0d	0.0d	0%
W2040	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			23-Aug-23	08-Sep-23	27-Feb-24	13-Mar-24	129.0d	0.0d	0%
West 1st Ave Sta. 25+00 to Sta. 20+00		116.0d	116.0d			13-Apr-23	26-Sep-23	10-Nov-23	14-Feb-25	357.0d	0.0d	
W2050	Utility Locates	4.0d	4.0d			13-Apr-23	18-Apr-23	11-Feb-25	14-Feb-25	469.0d	0.0d	0%
W2060	Install 54" WM, Fittings, Valves, & MHs	12.0d	12.0d			23-Aug-23	08-Sep-23	10-Nov-23	29-Nov-23	56.0d	0.0d	0%
W2070	Trench Restoration, 1st Lift Asphalt	12.0d	12.0d			11-Sep-23	26-Sep-23	14-Mar-24	29-Mar-24	129.0d	0.0d	0%
West 1st Ave Sta. 20+00 to Sta. 17+00		120.0d	120.0d			19-Apr-23	06-Oct-23	30-Nov-23	20-Feb-25	353.0d	0.0d	
W2080	Utility Locates	4.0d	4.0d			19-Apr-23	24-Apr-23	17-Feb-25	20-Feb-25	469.0d	0.0d	0%
W2090	Install 54" WM, Fittings, Valves, & MHs	8.0d	8.0d			11-Sep-23	20-Sep-23	30-Nov-23	11-Dec-23	56.0d	0.0d	0%
W2100	Trench Restoration, 1st Lift Asphalt	8.0d	8.0d			27-Sep-23	06-Oct-23	01-Apr-24	10-Apr-24	129.0d	0.0d	0%
Along West 13th Street		130.0d	130.0d			25-Apr-23	26-Oct-23	12-Dec-23	04-Mar-25	347.0d	0.0d	
West 13th Street Sta. 17+00 to Sta. 15+00		121.0d	121.0d			25-Apr-23	13-Oct-23	12-Dec-23	26-Feb-25	352.0d	0.0d	
W2110	Utility Locates	4.0d	4.0d			25-Apr-23	28-Apr-23	21-Feb-25	26-Feb-25	469.0d	0.0d	0%
W2120	Install 54" WM, Fittings, Valves, & MHs	5.0d	5.0d			21-Sep-23	27-Sep-23	12-Dec-23	18-Dec-23	56.0d	0.0d	0%
W2130	Trench Restoration, 1st Lift Asphalt	5.0d	5.0d			09-Oct-23	13-Oct-23	12-Apr-24	18-Apr-24	130.0d	0.0d	0%
West 13th Street Sta. 15+00 to Sta. 10+73		126.0d	126.0d			01-May-23	26-Oct-23	19-Dec-23	04-Mar-25	347.0d	0.0d	
W2140	Utility Locates	4.0d	4.0d			01-May-23	04-May-23	27-Feb-25	04-Mar-25	469.0d	192.0d	0%
W2150	Install 54" WM, Fittings, Valves, & MHs	9.0d	9.0d			28-Sep-23	10-Oct-23	19-Dec-23	02-Jan-24	56.0d	0.0d	0%
W2160	Trench Restoration, 1st Lift Asphalt	9.0d	9.0d			16-Oct-23	26-Oct-23	19-Apr-24	01-May-24	130.0d	0.0d	0%
Project Closeout		216.0d	216.0d			03-Apr-23	07-Feb-24	03-Jan-24	03-Jun-24	82.0d	0.0d	
PC1010	Flushing & Pressure Testing - West 4th Ave (Service Road)	5.0d	5.0d			21-Sep-23	27-Sep-23	03-Jan-24	09-Jan-24	70.0d	9.0d	0%
PC1012	Flushing & Pressure Testing - West 29th St	5.0d	5.0d			03-Apr-23	07-Apr-23	03-Jan-24	09-Jan-24	190.0d	7.0d	0%
PC1014	Flushing & Pressure Testing - West 1st Ave	5.0d	5.0d			21-Sep-23	27-Sep-23	03-Jan-24	09-Jan-24	70.0d	7.0d	0%
PC1016	Flushing & Pressure Testing - West 13th St	5.0d	5.0d			11-Oct-23	17-Oct-23	03-Jan-24	09-Jan-24	56.0d	0.0d	0%
PC1020	Bacteriological Sample Testing	10.0d	10.0d			18-Oct-23	31-Oct-23	10-Jan-24	23-Jan-24	56.0d	0.0d	0%
PC1030	FDOH Clearance	20.0d	20.0d			01-Nov-23	30-Nov-23	24-Jan-24	20-Feb-24	56.0d	0.0d	0%
PC1040	Final Tie-In to Existing 72" WM at Sta. 10+73	7.0d	7.0d			01-Dec-23	11-Dec-23	21-Feb-24	29-Feb-24	56.0d	0.0d	0%
PC2000	Substantial Completion	0.0d	0.0d				11-Dec-23		29-Feb-24	56.0d	0.0d	0%
PC2010	Final Mill and Overlay - West 4th Ave (Service Road)	20.0d	20.0d			11-Oct-23	07-Nov-23	11-Apr-24	08-May-24	127.0d	0.0d	0%
PC2020	Final Mill and Overlay - West 29th St	10.0d	10.0d			19-Apr-23	02-May-23	25-Apr-24	08-May-24	259.0d	132.0d	0%
PC2030	Final Mill and Overlay - West 1st Ave	20.0d	20.0d			09-Oct-23	03-Nov-23	11-Apr-24	08-May-24	129.0d	2.0d	0%
PC2040	Final Mill and Overlay - West 13th St	5.0d	5.0d			27-Oct-23	02-Nov-23	02-May-24	08-May-24	130.0d	3.0d	0%
PC2045	Thermo Striping	15.0d	15.0d			08-Nov-23	30-Nov-23	09-May-24	30-May-24	127.0d	0.0d	0%
PC2050	Project Walk-thru / Final restoration	2.0d	2.0d			01-Dec-23	04-Dec-23	31-May-24	03-Jun-24	127.0d	45.0d	0%
PC2100	Submit Close-Out Documents / As-Builts	15.0d	15.0d			12-Dec-23	03-Jan-24	08-Apr-24	26-Apr-24	82.0d	0.0d	0%
PC2110	Review Close-Out Documents / As-Builts	15.0d	15.0d			04-Jan-24	24-Jan-24	29-Apr-24	17-May-24	82.0d	0.0d	0%
PC2120	Submit Final Close-Out Documents / As-Builts	10.0d	10.0d			25-Jan-24	07-Feb-24	20-May-24	03-Jun-24	82.0d	0.0d	0%
PC3000	Final Completion	0.0d	0.0d				07-Feb-24		03-Jun-24	82.0d	0.0d	0%



Start Date: 04-Apr-22 Finish Date: 07-Feb-24
Data Date: 04-Apr-22 Run Date: 03-Jan-22

TASK filter: All Activities
© Oracle Corporation

Critical
Actual Work
Remaining Work
Critical Remaining ...
Milestone
Summary

A

MIAMI-DADE COUNTY

ELECTRONIC SUBMISSION

LANZO CONSTRUCTION COMPANY

in association with ces CONSULTANTS

STEP 2 Solicitation DB20-WASD-01 November 13, 2020

Design-Build Services for the Installation of a 54-inch Diameter Water Transmission Main

near Red Road from John E. Preston Treatment Plant to West 53rd Street

2.2: Price for Alternate Proposal #1

Lanzo Construction Company, Florida

2600 SW 3rd Avenue | Suite 301 | Miami, FL 33129 | 954.979.0802 | www.lanzo.net | License #CGC036262

Design-Builder's Name: LANZO CONSTRUCTION CO., FLORIDA Alternate Proposal No.: 1

MIAMI-DADE COUNTY, FLORIDA
WATER AND SEWER DEPARTMENT
DESIGN-BUILD SERVICES FOR THE INSTALLATION OF A 54-INCH DIAMETER
WATER TRANSMISSION MAIN NEAR RED ROAD FROM JOHN E. PRESTON TREATMENT
PLANT TO WEST 53 STREET
ISD PROJECT NO. DB20-WASD-01
ISD FORM 6A, ALTERNATE PROPOSAL PRICE

ALTERNATE PROPOSAL CONTRACT PRICE

ALTERNATE TECHNICAL PROPOSAL NO. (s) ONE

DESCRIPTION: MICRO-TUNNEL REDUCTION, REDUCE THE LENGTH OF THE W 49TH STREET (NORTHERN MOST) MICRO-TUNNEL

(List or describe the alternate or combination of alternates priced on this Form)

With respect to subject Project titled above, DESIGN-BUILDER states that its Alternate Proposal Contract Price (Lump Sum) for providing services as specified in the Request for Design-Build Services (RDBS), Step 2, is the following:

ALTERNATE PROPOSAL CONTRACT PRICE

1.	ENGINEERING AND DESIGN	
	A. Base Proposal	$ 2,500,057.00
	B. Deduction for Engineering and Design	$ (300,000.00)
	C. Total Cost Engineering and Design (1A minus 1B)	$ 2,200,057.00
2.	CONSTRUCTION	
	A. Base Proposal	$ 24,000,333.00
	B. Deduction for Construction	$ (4,010,000.00)
	C. Total Cost Construction (2A minus 2B)	$ 19,990,333.00
3.	ALTERNATE PROPOSAL CONTRACT PRICE (LUMP SUM) (1C + 2C)	$ 22,190,390.00 (FIGURES)

TWENTY TWO MILLION ONE HUNDRED NINETY THOUSAND THREE HUNDRED NINETY, NO CENTS DOLLARS

(WORDS)

Design-Builder's Name: LANZO CONSTRUCTION CO., FLORIDA Alternate Proposal No.: 1

NOTES:

1. The sum of 1A and 2A must match the base proposal submitted (ISD Form 6) to the County in the Design-Builder's Base Proposal envelope.

2. The alternate can only be considered if the Cost Alternate Proposal Contract Price (item 3 above) is less than or equal to the sum of 1A and 2A above.

3. If an Alternate Proposal is validated and accepted by the CSC, the County shall open the base proposal envelope to verify that the base proposal price stated on the Alternate Proposal form is accurate.

4. If a material irregularity exists between the base proposal price on ISD Form 6 and the base proposal indicated on the Alternate Proposal Form, Items 1A and/or 2A, the Alternate Proposal may be deemed non-compliant.

5. If the Alternate Proposal form is not executed or properly completed, the Alternate Proposal may be deemed non-compliant.

6. In the case that the validated and accepted Alternate Proposal is deemed non-compliant, the CSC may opt to evaluate the base proposal and assign point values based upon the base proposal submitted. Those scores will be utilized to calculate the Adjusted Bid.

THIS ALTERNATE PROPOSAL CONTRACT PRICE IS PROVIDED BY THE DESIGN-BUILDER TO REPLACE THE BASE PROPOSAL CONTRACT PRICE AND BE UTILIZED FOR CALCULATION OF THE ADJUSTED BID, IF THE ALTERNATE TECHNICAL PROPOSAL APPLICABLE TO THIS PRICE IS VALIDATED AND ACCEPTED BY THE CSC.

TO THE ALTERNATE PROPOSAL CONTRACT PRICE STATED ABOVE, MIAMI-DADE COUNTY SHALL ADD MIAMI DADE WATER AND SEWER DEPARTMENT'S CONTINGENCIES AND DEDICATED ALLOWANCES PURSUANT TO THE REQUEST FOR DESIGN BUILD SERVICES TO DETERMINE THE TOTAL CONTRACT AMOUNT. THE TOTAL CONTRACT AMOUNT WILL BE CALCULATED BY THE COUNTY FOLLOWING RECEIPT OF THE ALTERNATE PROPOSAL DESIGN–BUILD CONTRACT PRICE SET FORTH IN ITEM 3.

The Total Contract Amount resulting from the addition of the Alternate Proposal Contract Price and the stated contingencies and dedicated allowances shall be used to determine the amount of the Payment and Performance Bonds required from the awarded Proposer.

LIQUIDATED DAMAGES:
If the Design-Builder does not achieve Substantial Completion by the established Substantial Completion Contract Date, Liquidated Damages (LDS) will be assessed in the amount of two thousand five hundred dollars ($2,500) per calendar day, which will be paid to the County by the Design-Builder. If the Design-Builder does not achieve Final Completion by the established Final Completion Contract Date, LDs will be assessed in the amount of one thousand dollars ($1,000) per calendar day, which will be paid to the County by the Design-Builder. LDs will be cumulative if both the Substantial Completion Contract Date and the Final Completion Contract Date are exceeded. All assessments of LDs to the Design-Builder may be adjustments to Payments due to the Design-Builder.

Design-Builder's Name: LANZO CONSTRUCTION CO., FLORIDA **Alternate Proposal No.:** 1

WHEN THE DESIGN-BUILDER IS A PARTNERSHIP or JOINT VENTURE
(To be signed by each partner/venturer)

ATTEST:

Witness:_____

Witness:_____

Witness:_____

Witness:_____

(Seal)

_____
Legal name of Partnership/Joint Venture

By:_____
Signature

_____
Name and Title

By:_____
Signature

_____
Name and Title

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:

Secretary:_____
Signature

KEVIN PAWLOWSKI
Legal Name

TREASURER
Name and Title

(Corporate Seal)

ROBERT BEATY III, ASSISTANT SECRETARY
Legal Name

By:_____ 11/13/2020
Signature Date

WHEN THE DESIGN-BUILDER IS A LIMITED LIABILITY COMPANY (LLC)

ATTEST:

Witness:_____

Witness:_____

(Seal)

_____
Legal name of LLC

By:_____
Signature Date

_____
Name and Title

Design-Builder's Name: LANZO CONSTRUCTION CO., FLORIDA **Alternate Proposal No.:** 1

WHEN THE DESIGN-BUILDER IS AN INDIVIDUAL or SOLE PROPRIETORSHIP or OPERATES UNDER A TRADE MARK

ATTEST:

Witness:_____ By:_____
Signature Date

Witness:_____ _____
Signature Legal Name

(Seal)

The Design-Builder's Alternate Proposal Contract Price (Lump Sum) shall be submitted on this **Form 6A Alternate Proposal**, and in the manner stated herein, without exception or any qualification; there is no exception allowed to this requirement.

Design-Builder: LANZO CONSTRUCTION CO., FLORIDA

Authorized Signature: _____

Print Name & Title: ROBERT BEATY III, ASSISTANT SECRETARY

Federal Employer Identification Number: 59-2011933

Address: 2600 SW 3RD AVENUE, SUITE# 301

City/State/Zip: MIAMI, FL 33129

Telephone: (954) 979-0802

By signing above, the Design-Builder confirms that it accepts and adheres to the Design Criteria as part of their base and affected alternate proposals, and accepts full technical, cost, and schedule responsibility for any deviations, omissions, or alterations of the RDBS Design Criteria in their base proposal. At the County's discretion, proposer may be required to perform the project without recourse in accordance with the requirements of the RDBS Design Criteria at the same price and schedule as base proposal. In the event that the County identifies any such deviations, omissions, or alterations in the base or alternate proposals, the County may require the Design Builder's confirmation of the above terms during their Step 2 Oral Presentation.

1.4 Alternate Technical Proposals

ALTERNATE TECHNICAL PROPOSAL #1

Technical Description

Alternate Technical Proposal 1 is entitled "Micro-Tunnel Reduction." This alternate proposal maintains the requirements set by WASD in the RDBS and our base bid with three modifications:

- Reduce the length of the W 49th Street (Northern most) micro-tunnel from 1,900 LF to 230 LF.
- Reduce the micro-tunnel along W 29th Street from 400 LF to 220 LF.

We propose to reduce the amount of micro-tunneling length, as specified in Volume III of the RDBS, Attachment A, Conceptual Plans. The Lanzo Design-Build Team believes that this Alternate Proposal provides a significant optimization of the project scope over what is specified in the RDBS under the Base Bid scenario with:

- Reduced construction costs
- Reduced impacts to local businesses by reducing the amount of time that the shafts are required to be in use.
- Fully complies with WASD specifications

The Alternate Proposal offers multiple advantages over the Base Bid scenario. Drawings are provided herein.

RDBS Modifications or Exclusions

The Alternate Proposal 1 entitled "Micro-Tunnel Reduction" modifies the base bid with the following:

- Reduce the micro-tunnel length at W 49th Street as specified in Volume III of the RDBS, Conceptual Plans
- Reduce the micro-tunnel length at W 29th Street as specified in Volume III of the RDBS, Conceptual Plans

This modification provides WASD with a water main that will perform as intended while reducing the construction and maintenance costs of this water main.

Advantages & Value

The Lanzo Design-Build Team believes that the Alternate Proposal provides a better project scope than what is specified in the RDBS under the Base Bid scenario with:

- Reduced construction costs
- Reduced impacts to local businesses by reducing the amount of time that the shafts are required to be in use
- Fully complies with WASD specifications

This Alternate Proposal offers the following advantages that will be of significant value to the County, will reduce impact to local residents and businesses, and will reduce the overall maintenance cost throughout the life of the pipeline.

1. The County will pay less to build the overall project.
2. Reduced impacts to local businesses by reducing the amount of time that the shafts are required to be in use.

Project Specific Performance

As seen from the above project modifications and improvements, the Alternate Proposal offers multiple advantages over the Base Bid scenario. This 54-inch Water Main will meet project-specific technical and performance requirements, as well as the required project delivery schedule.

Mitigation of Risks

As detailed in our Step 1 submittal, and emphasized within this Step 2 submittal, the Lanzo Design-Build Team possesses a unique combination of open-cut and micro-tunneling installation experience, aligned with local knowledge and experience in permitting infrastructure projects for MDWASD within the County. Whether MDWASD chooses to proceed with the Base Bid construction approach, or the Alternate Proposal described herein, the Lanzo Design-Build Team's knowledge and experience will allow us to foresee, avoid, and mitigate problems that would potentially affect other contractors.

The Lanzo Design-Build Team Alternate Proposal does not add risk to the construction of this water main. The Alternate Proposal provides a modification that meets the general standards of WASD and fulfills the intent of the Base Bid facilities while reducing project cost.

ALTERNATE TECHNICAL PROPOSAL #1

MIAMI DADE WATER AND SEWER DEPARTMENT

3071 S.W. 38th AVENUE MIAMI, FLORIDA 33146-1520

DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER TRANSMISSION MAIN
FROM JOHN E. PRESTON WATER TREATMENT PLANT TO W 53rd STREET
(ALTERNATE)

ER No. WO17113 / PCTS No. 13984

PROJECT LOCATION

LOCATION MAP

INDEX SHEETS	
DWG No.	DESCRIPTION
G-01	COVER SHEET
G-02	GENERAL NOTES
G-03	KEY PLAN
C-01	PLAN AND PROFILE
C-02	PLAN AND PROFILE
C-03	PLAN AND PROFILE
C-04	PLAN AND PROFILE
C-05	PLAN AND PROFILE
C-06	PLAN AND PROFILE
C-07	PLAN AND PROFILE
C-08	PLAN AND PROFILE
C-09	PLAN AND PROFILE
C-10	PLAN AND PROFILE
C-11	PLAN AND PROFILE
C-12	PLAN AND PROFILE
C-13	PLAN AND PROFILE
C-14	PLAN AND PROFILE
C-15	PLAN AND PROFILE
C-16	PLAN AND PROFILE
C-17	PLAN AND PROFILE
C-18	PLAN AND PROFILE
C-19	PLAN AND PROFILE
C-20	PLAN AND PROFILE
C-21	PLAN AND PROFILE
C-22	PLAN AND PROFILE
C-24	PLAN AND PROFILE
C-25	PLAN AND PROFILE
C-26	PLAN AND PROFILE
C-27	PLAN AND PROFILE
C-28	PLAN AND PROFILE

LEGEND:

ABBREVIATIONS:

GROUND COVER LEGEND:

811 Know what's below. Call before you dig.

Sunshine811

MIAMI-DADE WATER AND SEWER DEPARTMENT

ces CONSULTANTS

FC15/13984 / ER#017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER TRANSMISSION MAIN FROM JOHN E. PRESTON WATER TREATMENT PLANT TO W 53rd STREET (ALTERNATE)

COVER SHEET

DRAWING HISTORY

REVISIONS

APPROVALS

DWG. No. G-01

SHT. No. 1 OF 32

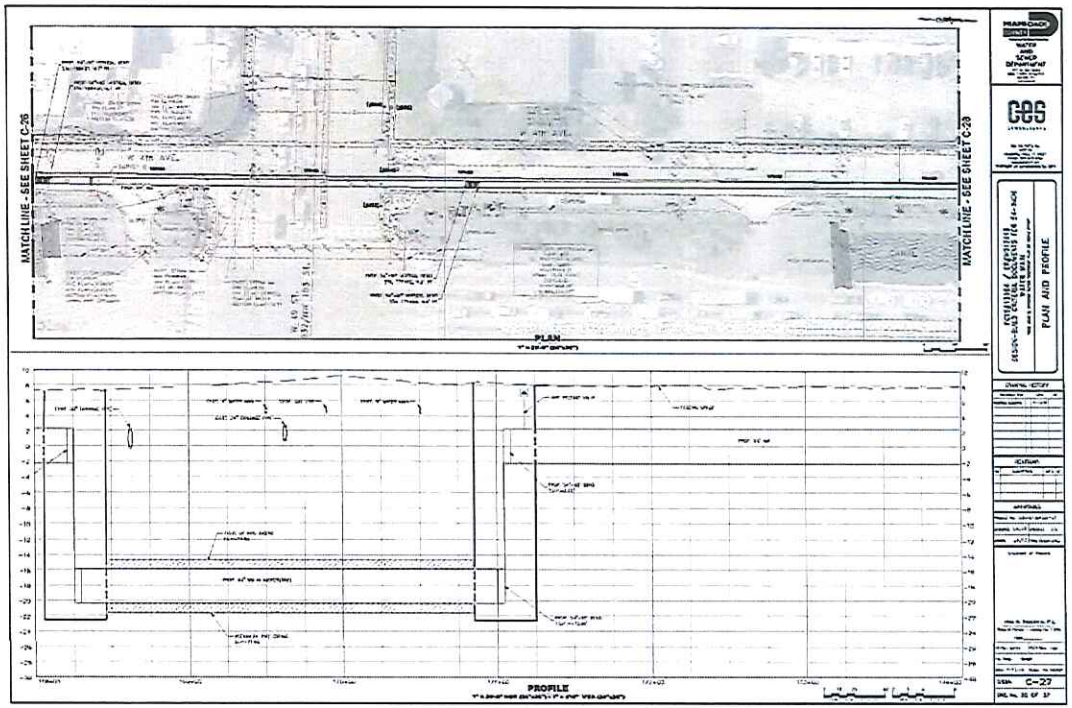
Alternate #1

Alternate #1:

- Reduce Micro-Tunnel from 1,900 LF to 230 LF (North Tunnel)

Advantages:

- Accelerates Overall Construction Schedule
- Reduced Overall Cost of Construction



GENERAL NOTES:

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STANDARD DETAILS:

[illegible]

RER NOTES ON WATER–SEWER INSTALLATION

[illegible]

TRENCHLESS CROSSING NOTES:

[illegible]

THE FOLLOWING ARE REQUIREMENTS PER DEPARTMENT OF HEALTH

WATER MAIN HORIZONTAL SEPARATION

[illegible]

WATER MAIN VERTICAL SEPARATION

[illegible]

SITE MAINTENANCE AND RESTORATION

[illegible]

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CBS CONSULTANTS

PCI54#13984 / ENHW017113
DESIGN–BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

GENERAL NOTES

DRAWING HISTORY

REVISIONS

APPROVALS

Jose A. Cantalla, P.E.

SHEET: G–02

KEY PLAN
MATCH LINE - SEE C-12 THIS SHEET
MATCH LINE - SEE C-25 THIS SHEET
END OF PROJECT
MATCH LINE - SEE C-24 THIS SHEET
BEGINNING OF PROJECT
MATCH LINE - SEE C-11 THIS SHEET
W. 2nd AVE.
W. 14 AVE./SERVICE ROAD
W. 1st AVE.
C-01
C-02
C-03
C-04
C-05
C-06
C-07
C-08
C-09
C-10
C-11
C-12
C-13
C-14
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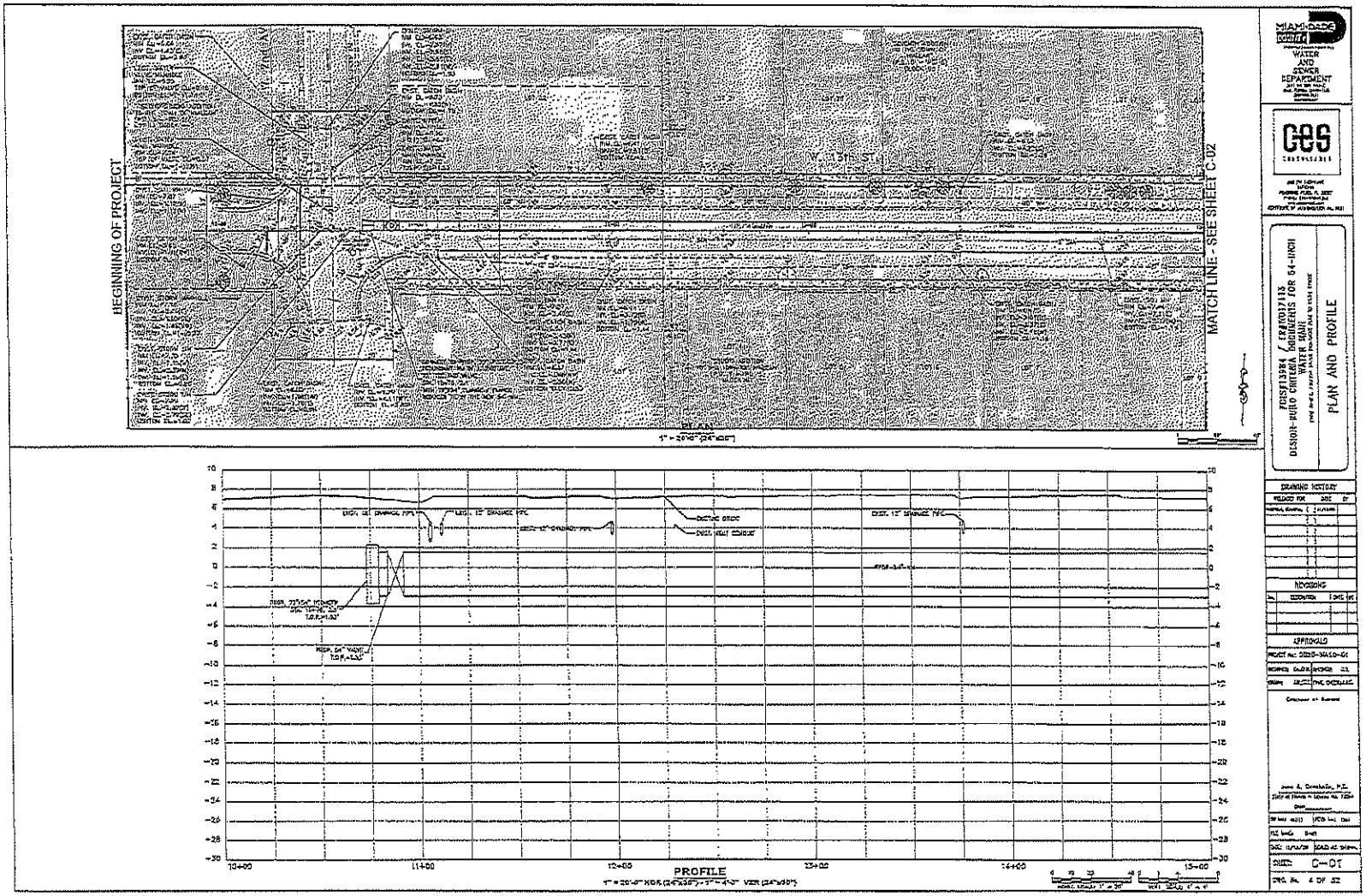
C-29


BEGINNING OF PROJECT
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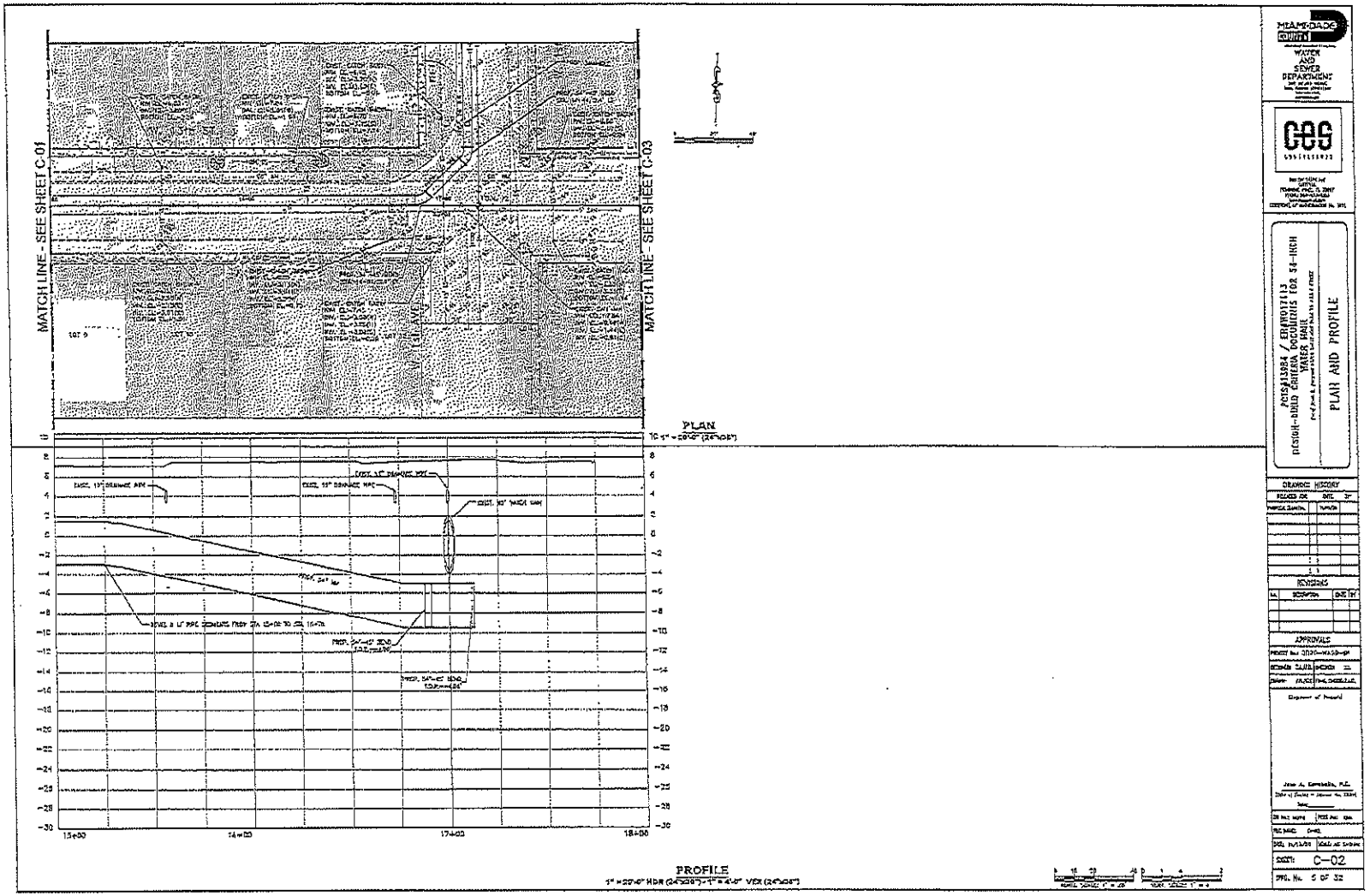
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
C-01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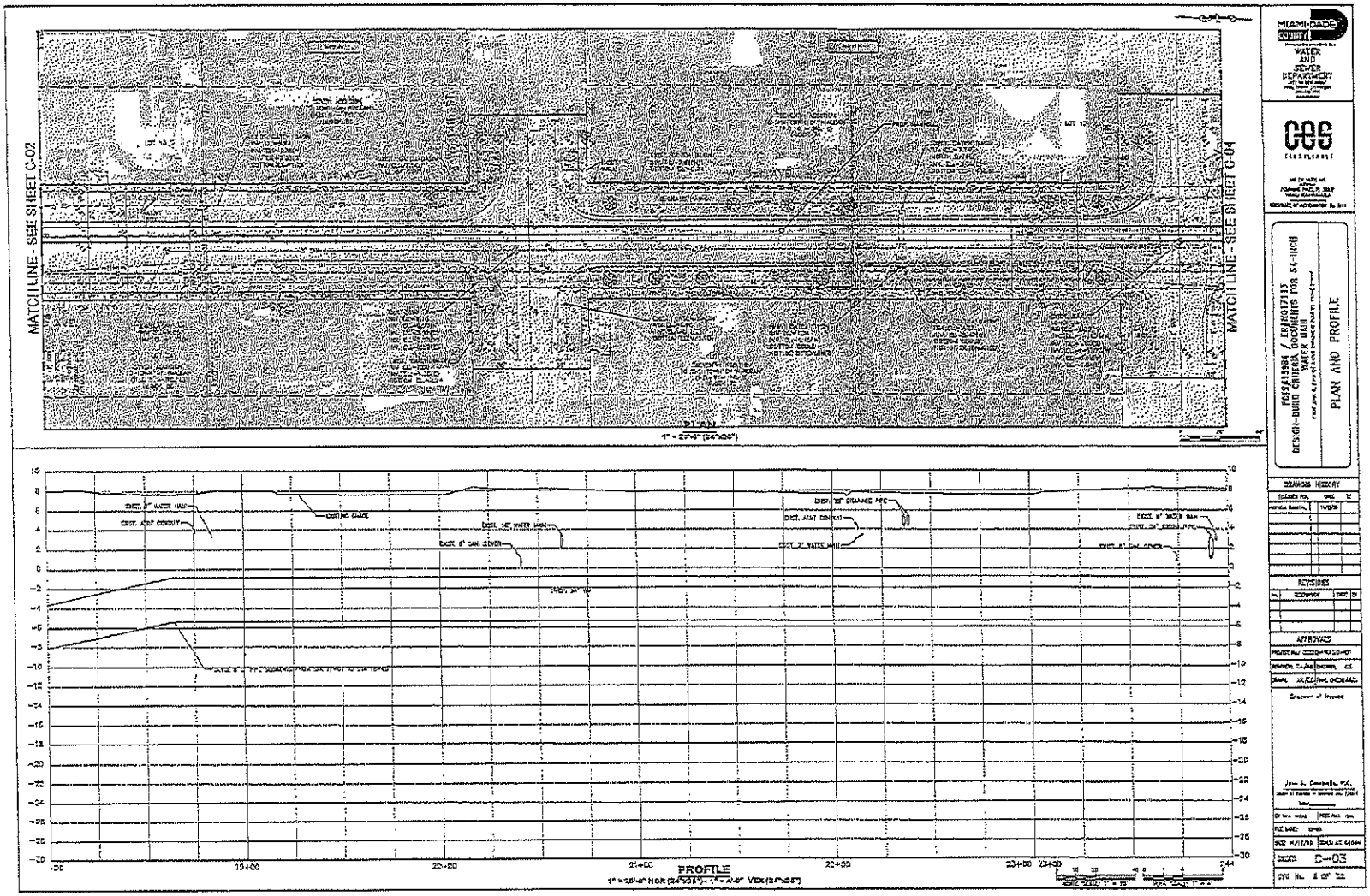
MATCH LINE - SEE SHEET C-03
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET: C-02
DWG. No. 5 OF 32


MATCH LINE - SEE SHEET C-02
MATCH LINE - SEE SHEET C-04
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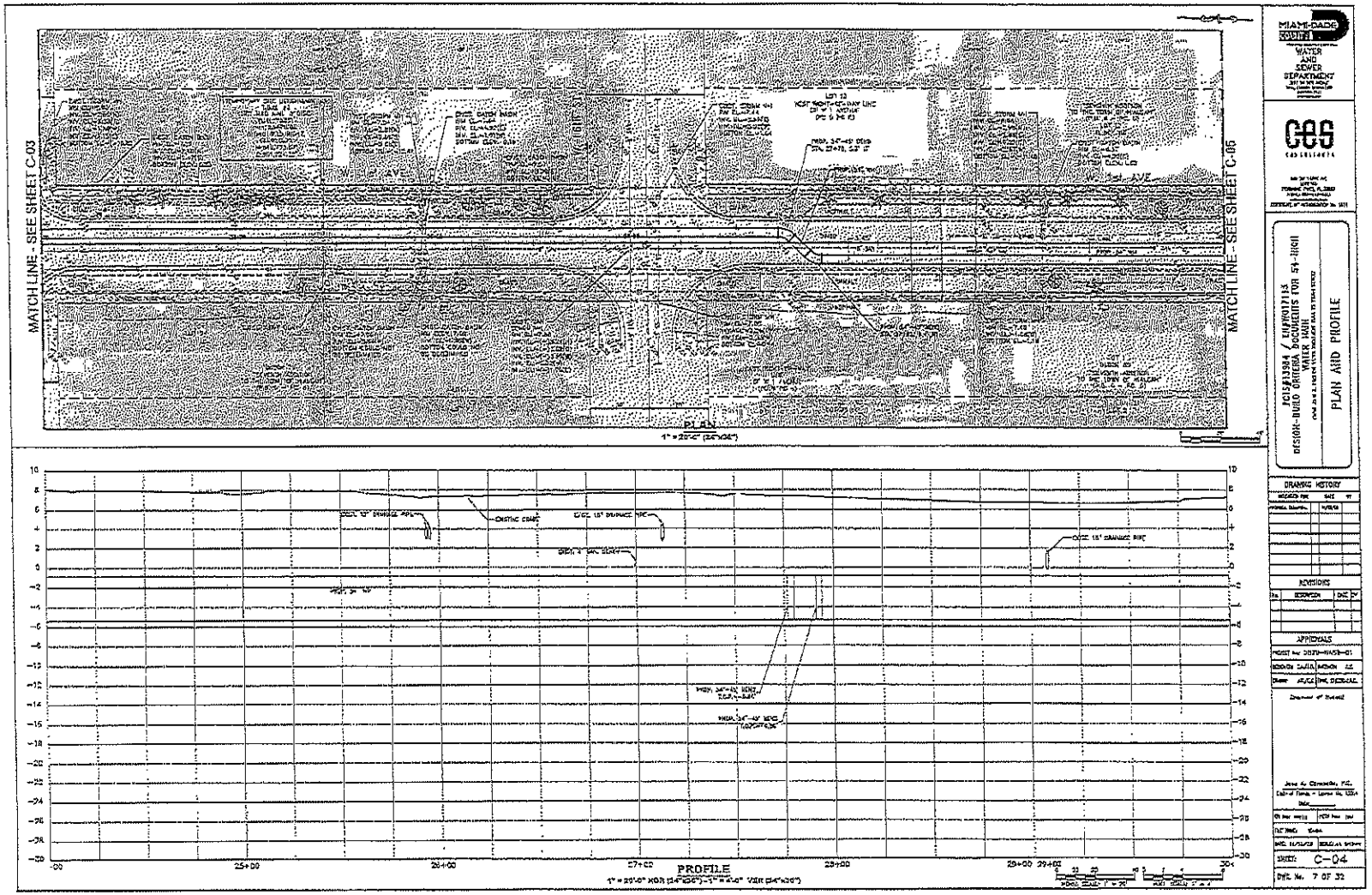
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
REVISIONS
APPROVALS
C-03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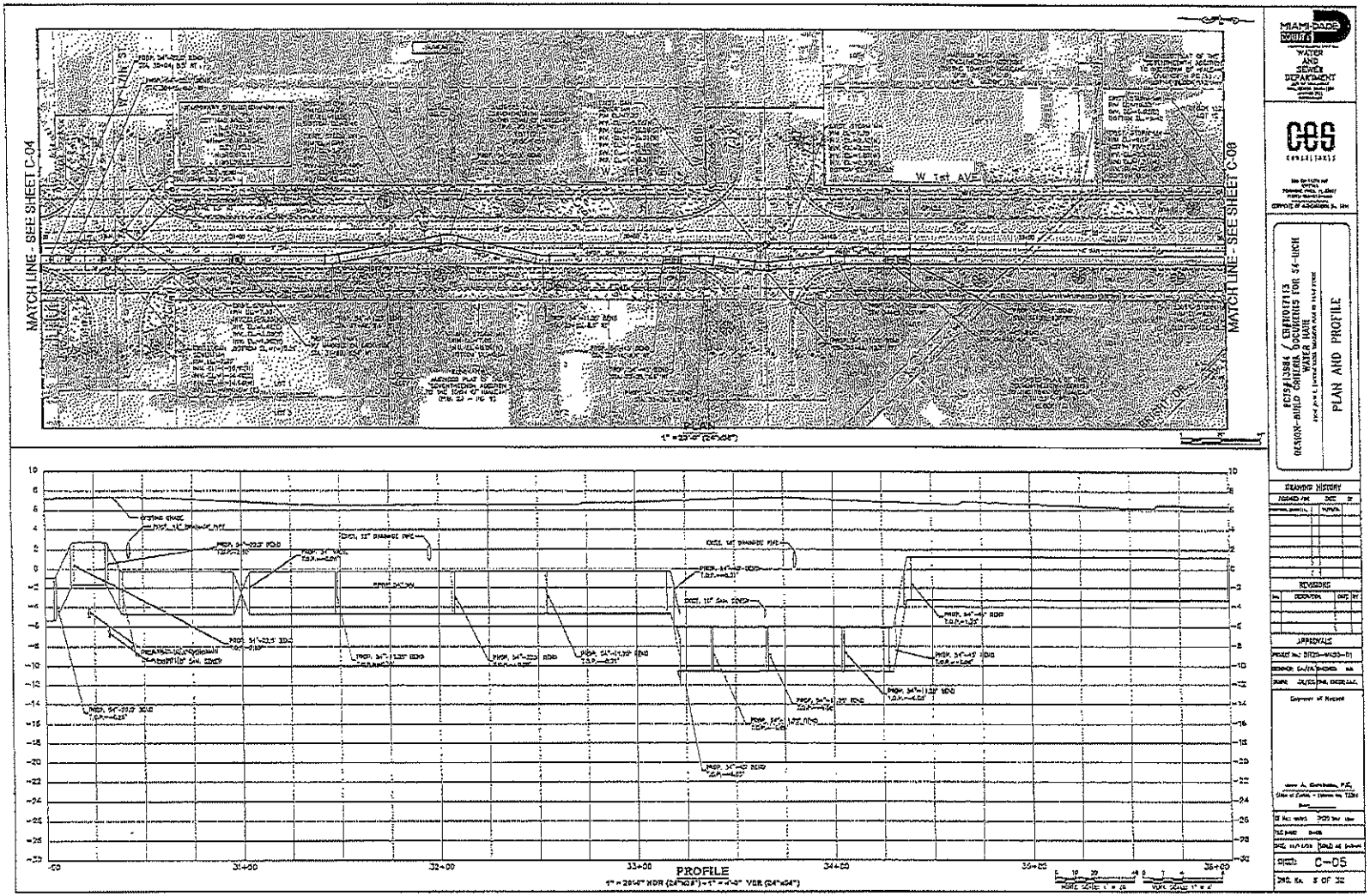
MATCH LINE - SEE SHEET C-05
PLAN
1" = 20'-0" (24"x36")
PROFILE
1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")
25+00
26+00
27+00
28+00
29+00
29+00
DRAWING HISTORY
REVISIONS
APPROVALS
PLAN AND PROFILE
SHEET: C-04
SHT. No. 7 OF 32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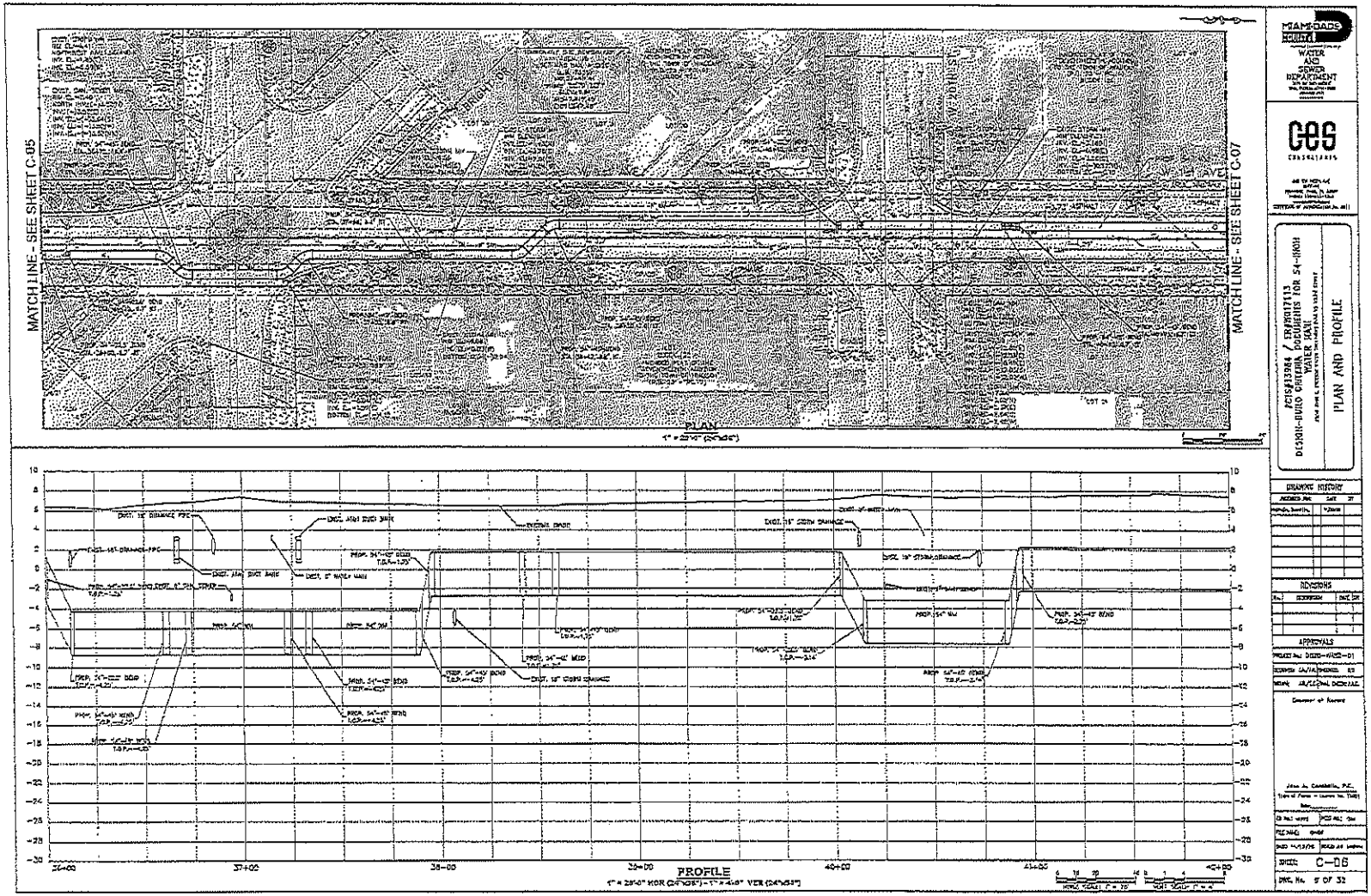
MATCH LINE - SEE SHEET C-06
W 1st AVE
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES CONSULTANTS
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET C-05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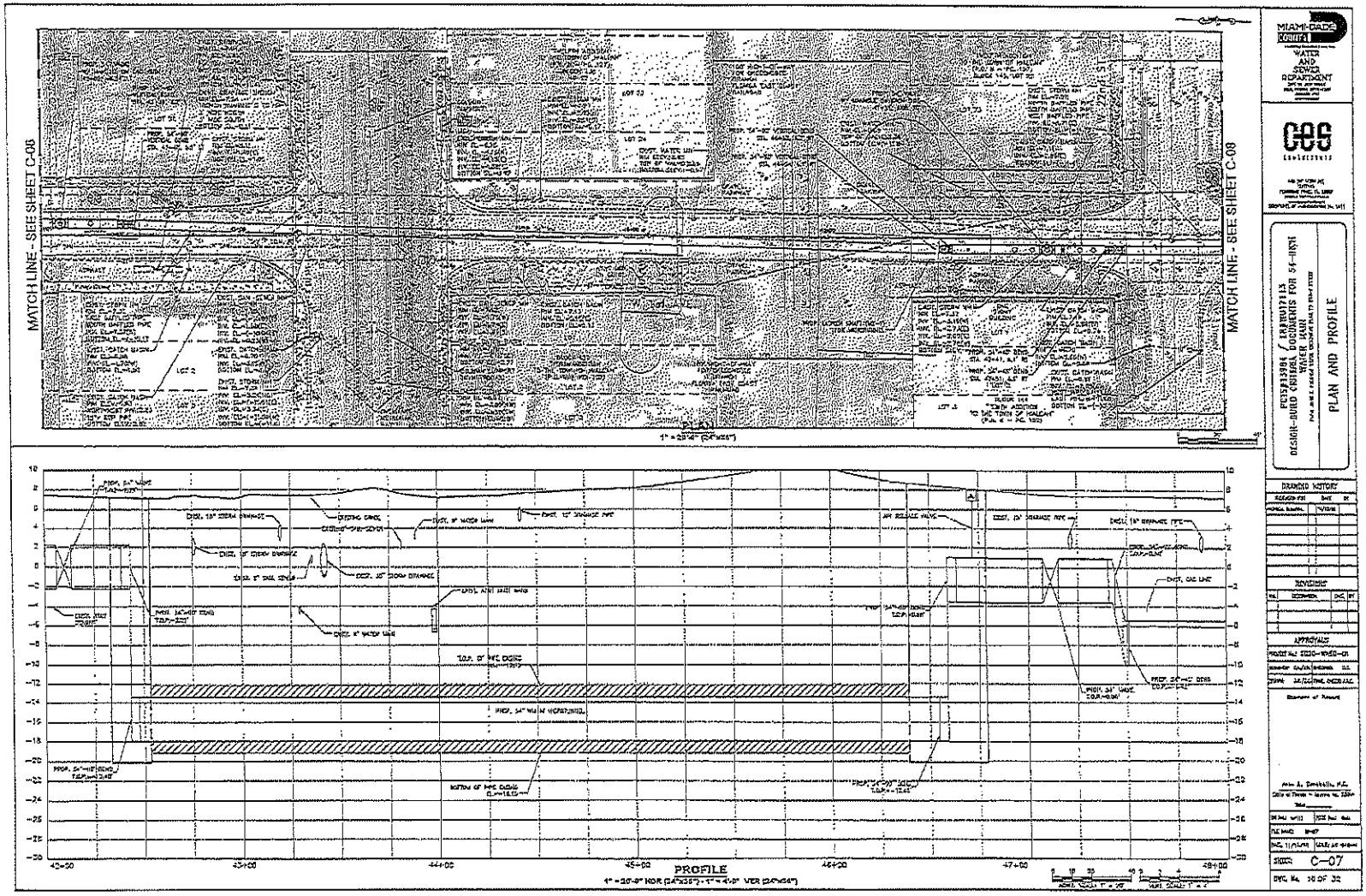
MATCH LINE - SEE SHEET C-07
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES CONSULTANTS
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET: C-06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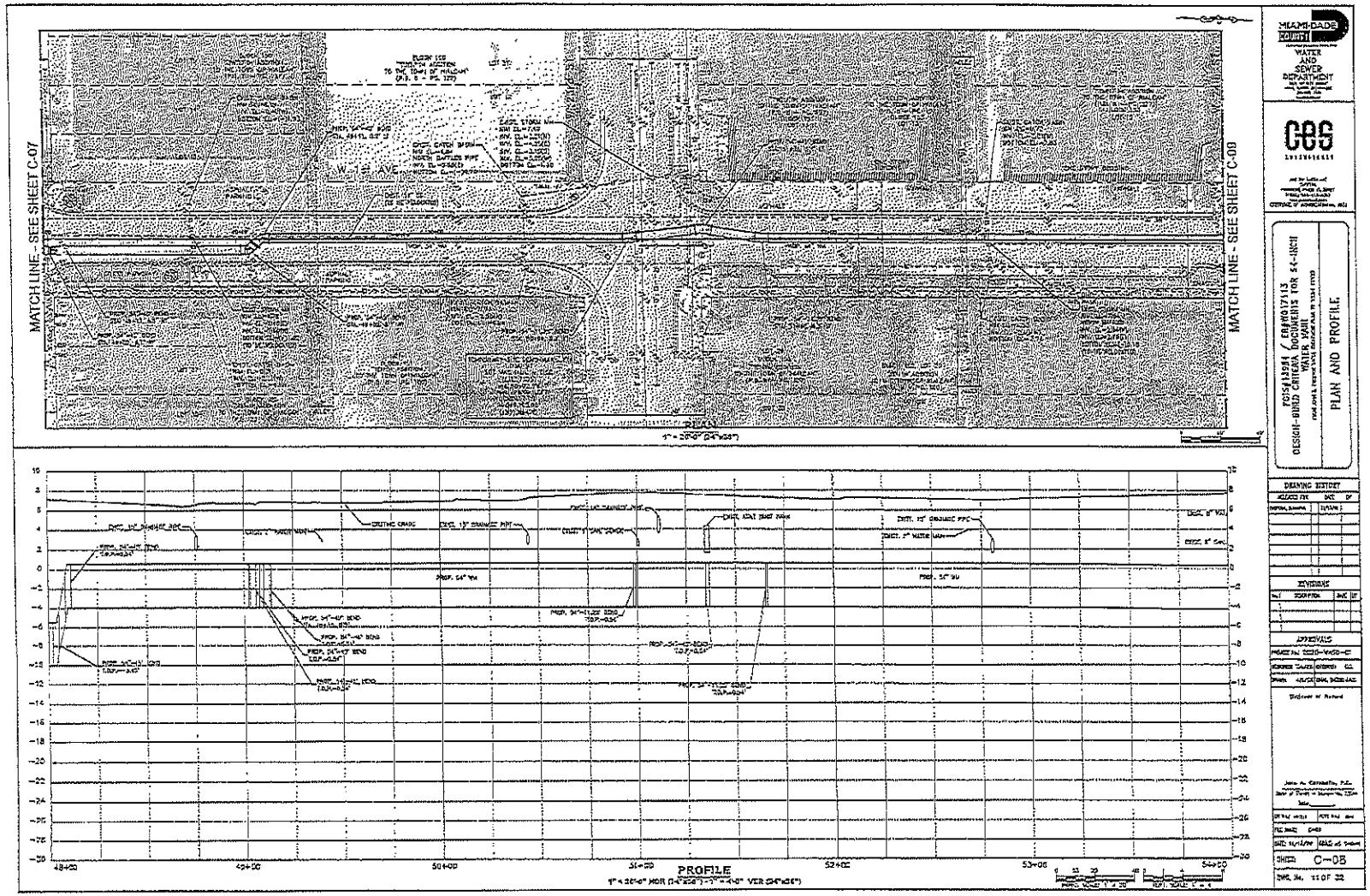
MATCH LINE - SEE SHEET C-08
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
DESIGN-BUILD ORIGINAL DOCUMENTS FOR 54-INCH WATER MAIN
C-07


MATCH LINE - SEE SHEET C-07
MATCH LINE - SEE SHEET C-09
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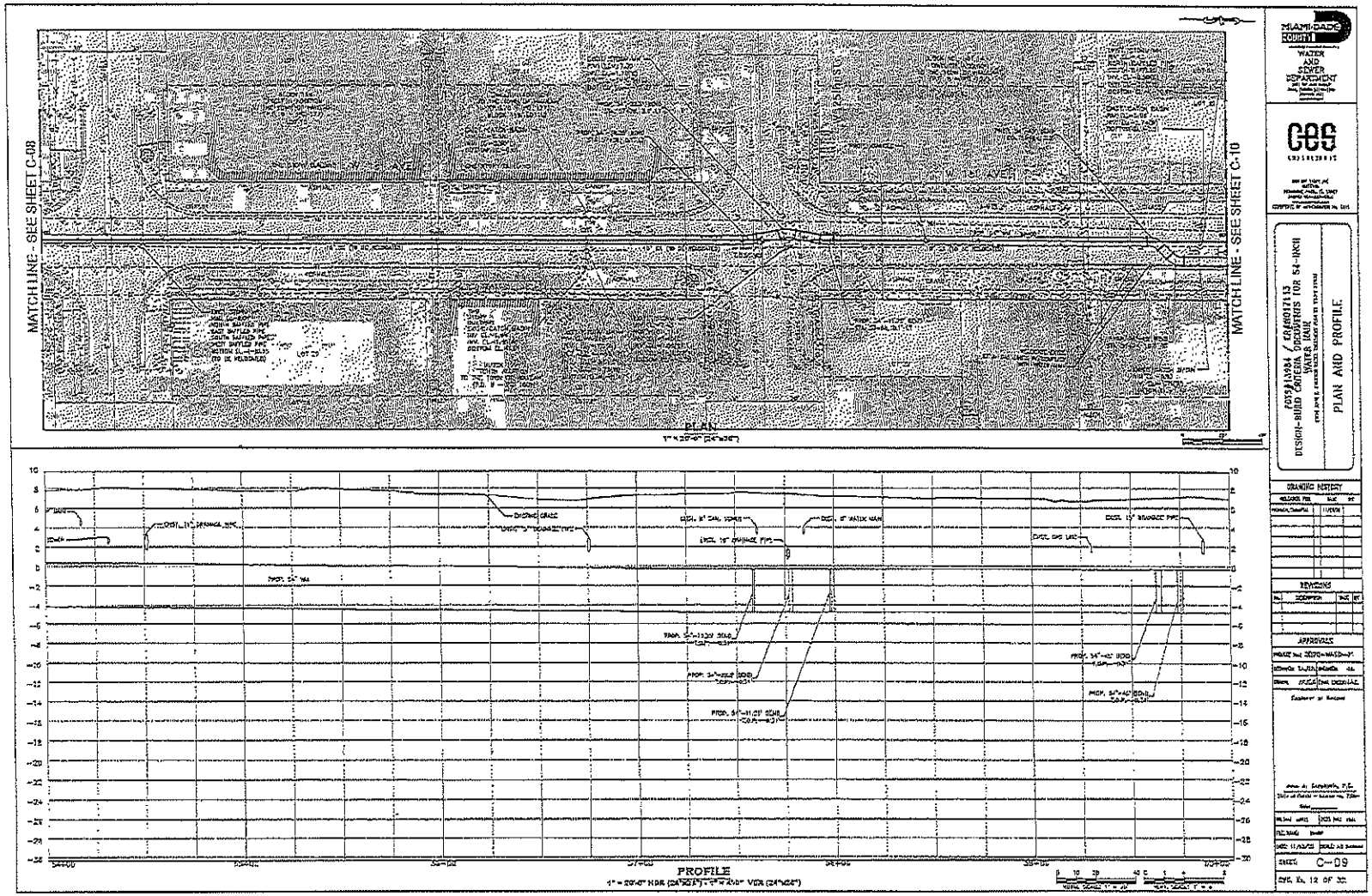
WATER AND SEWER DEPARTMENT
CES
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET C-08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MATCHLINE - SEE SHEET C-10
PLAN
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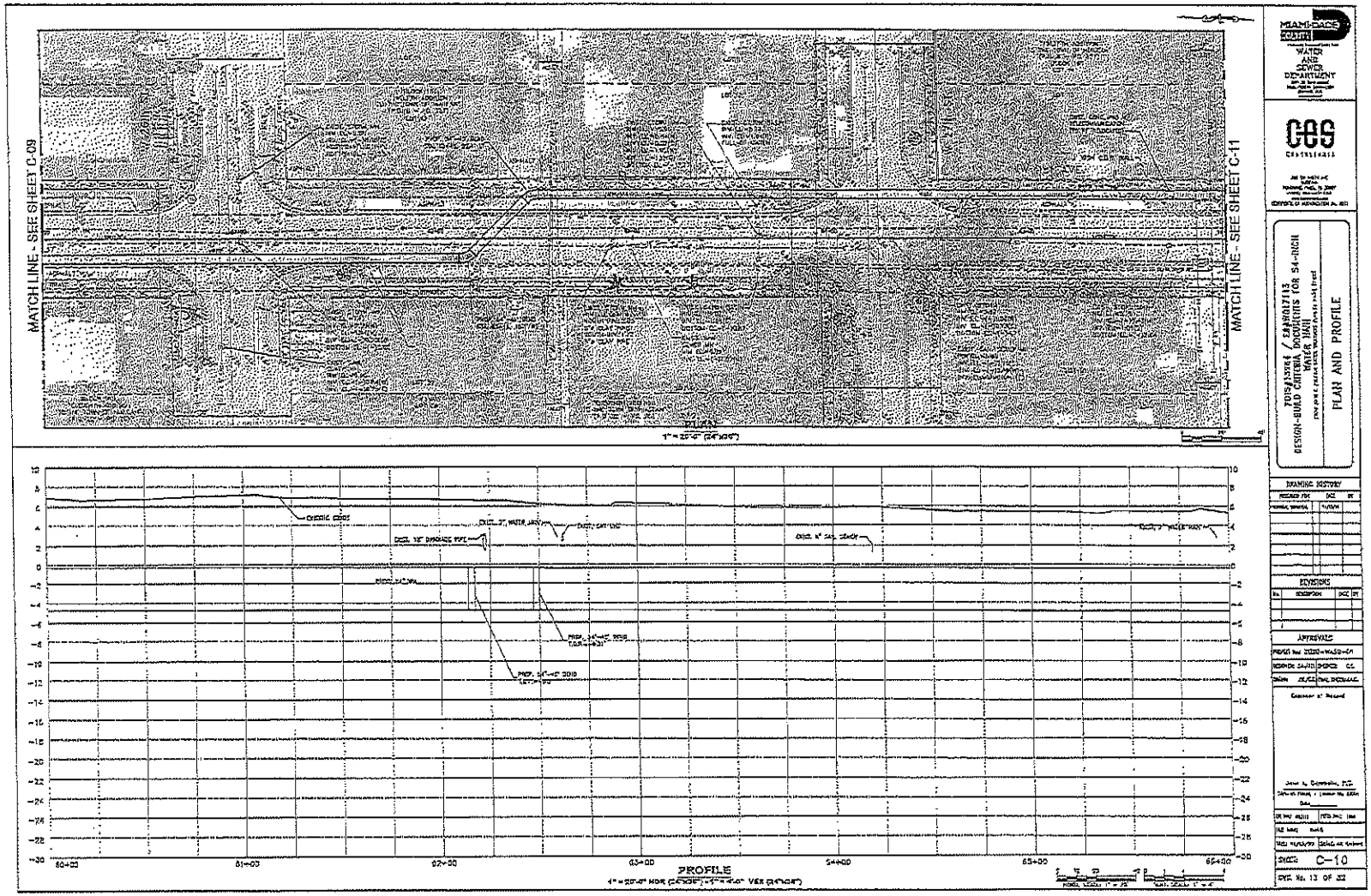
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
DESIGN-BUILD CONTRACT NO. DB20-WASD-01
DESIGN-BUILD CRITERIA DRAWINGS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET C-09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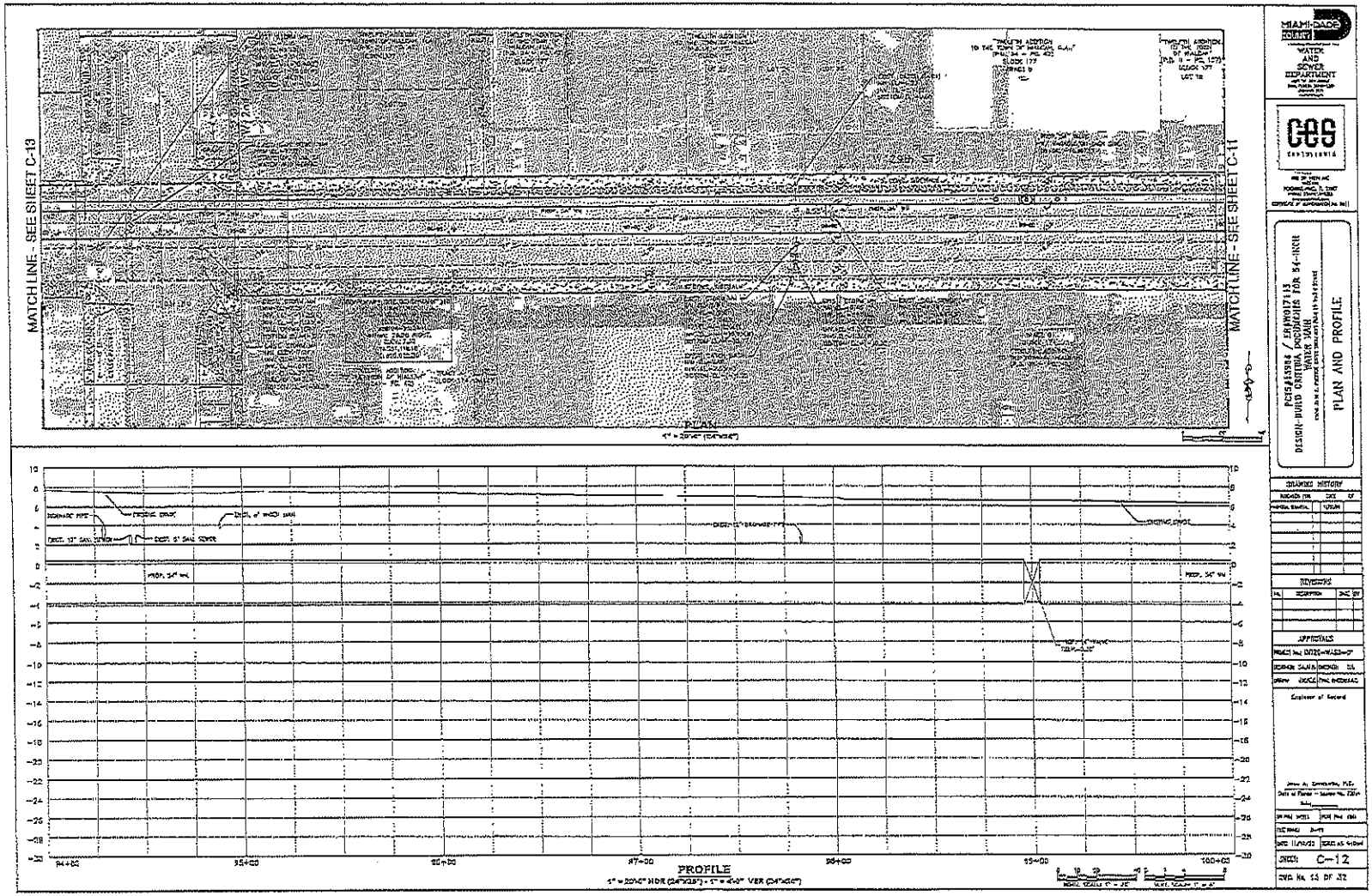
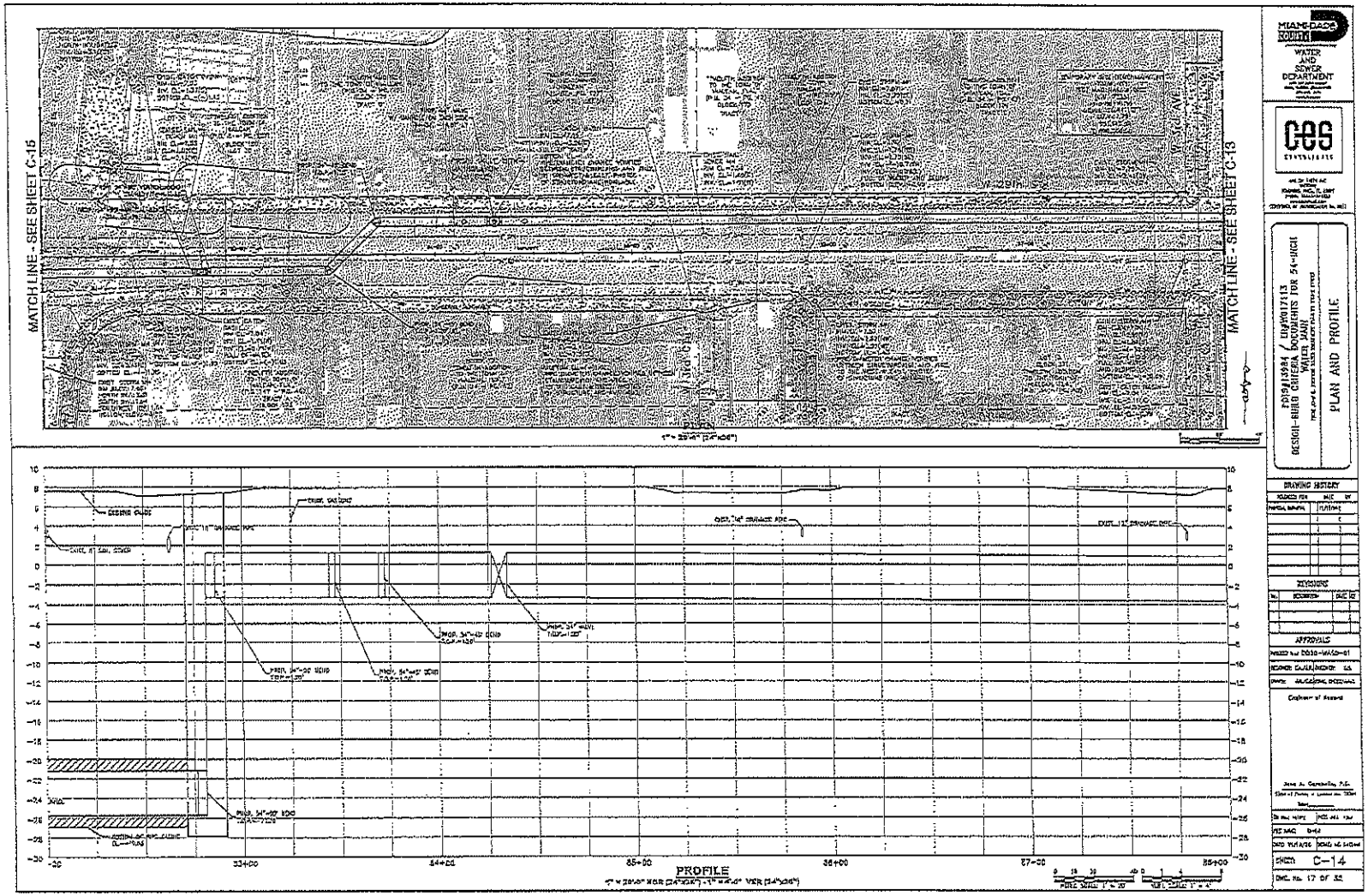
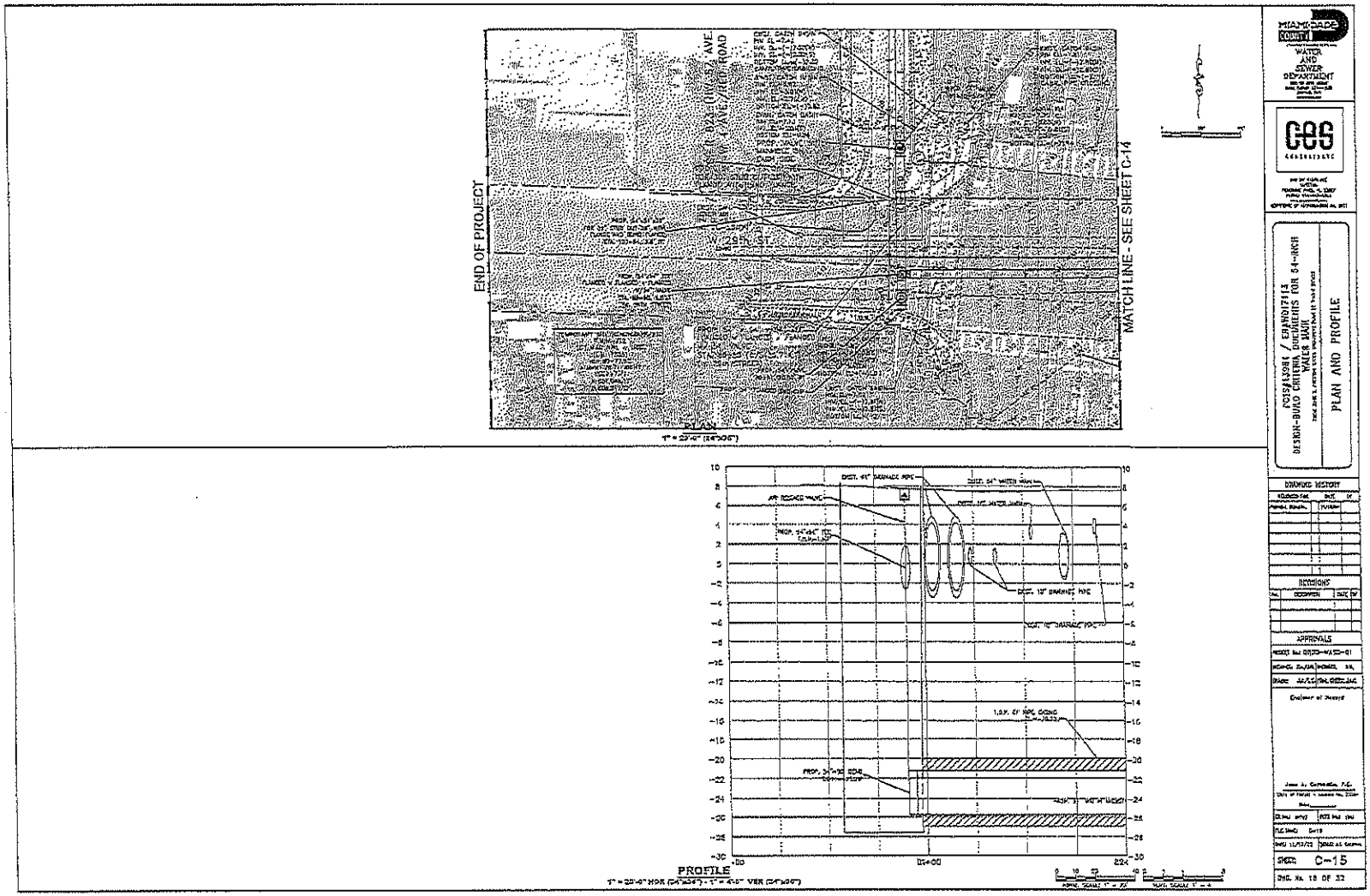
MATCH LINE - SEE SHEET C-11
PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
PLAN AND PROFILE
SHEET C-10

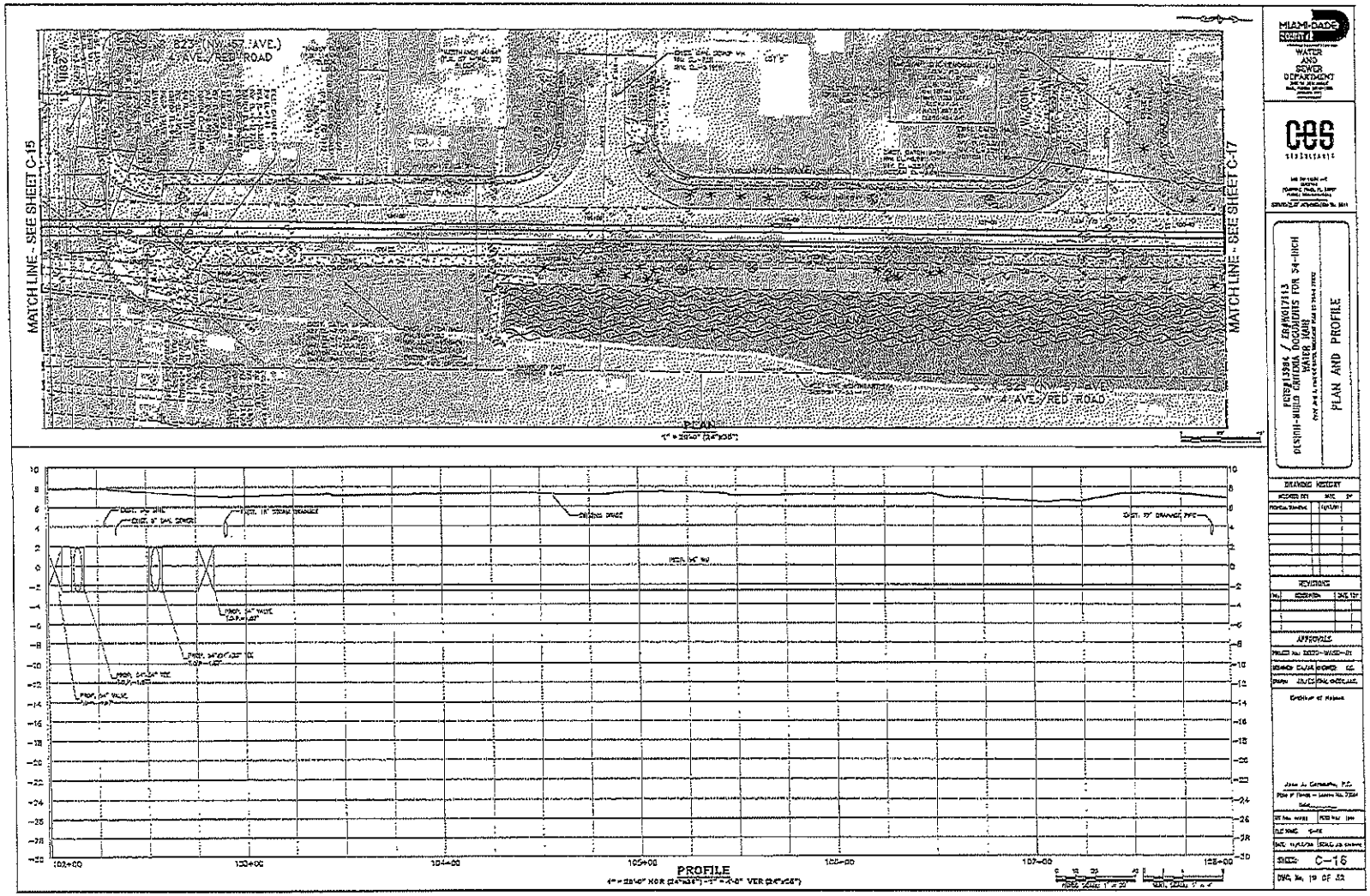
PLAN AND PROFILE
DESIGN-BUILD CONTRACT DOCUMENTS FOR 54-INCH
WATER MAINS
PROFILE
MATCH LINE - SEE SHEET C-10
MATCH LINE - SEE SHEET C-12
LANZO - CBS

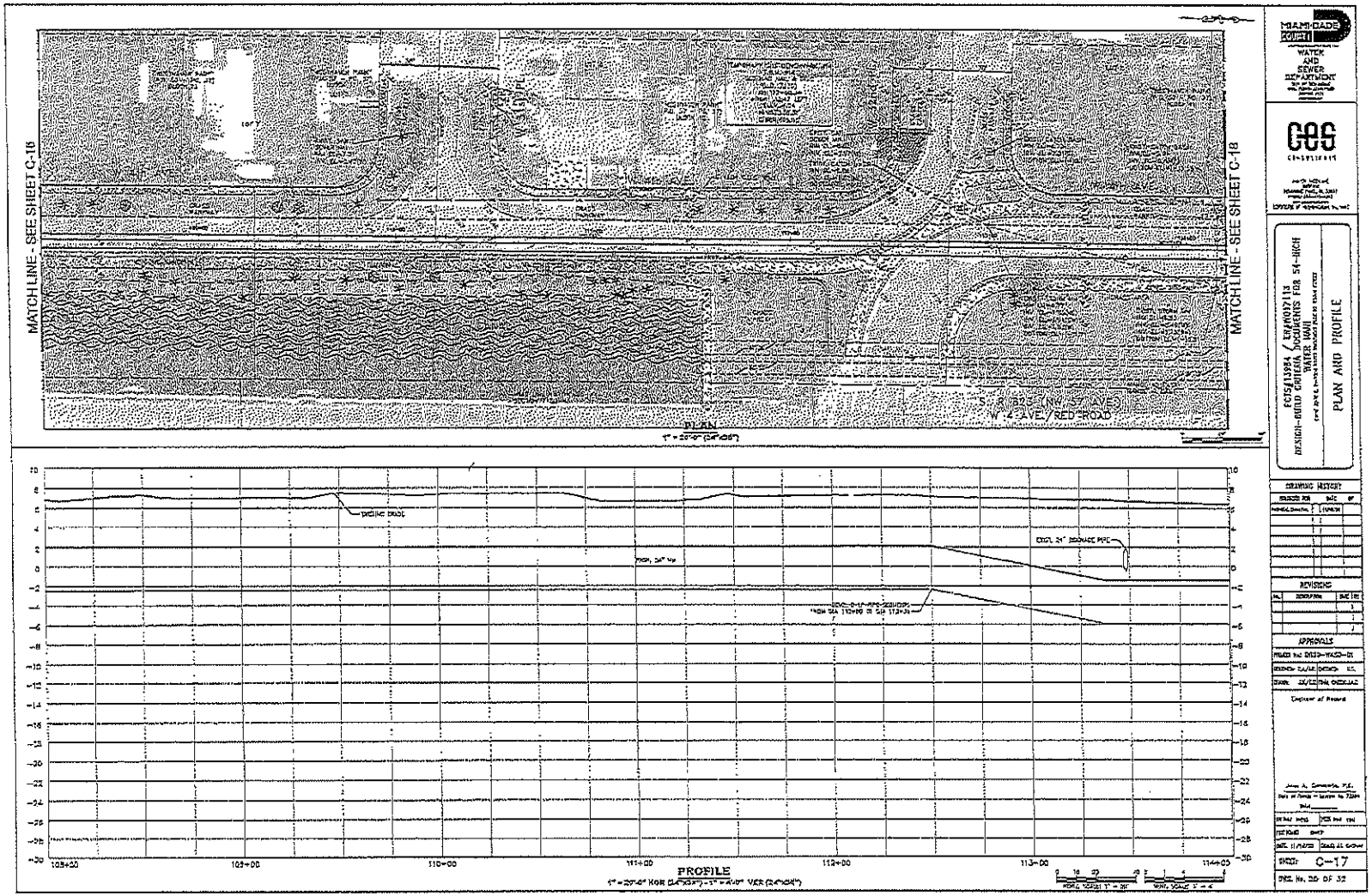

MATCH LINE - SEE SHEET C-13
MATCH LINE - SEE SHEET C-11
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES
PLAN AND PROFILE
APPROVALS
Engineer of Record
SHEET: C-12

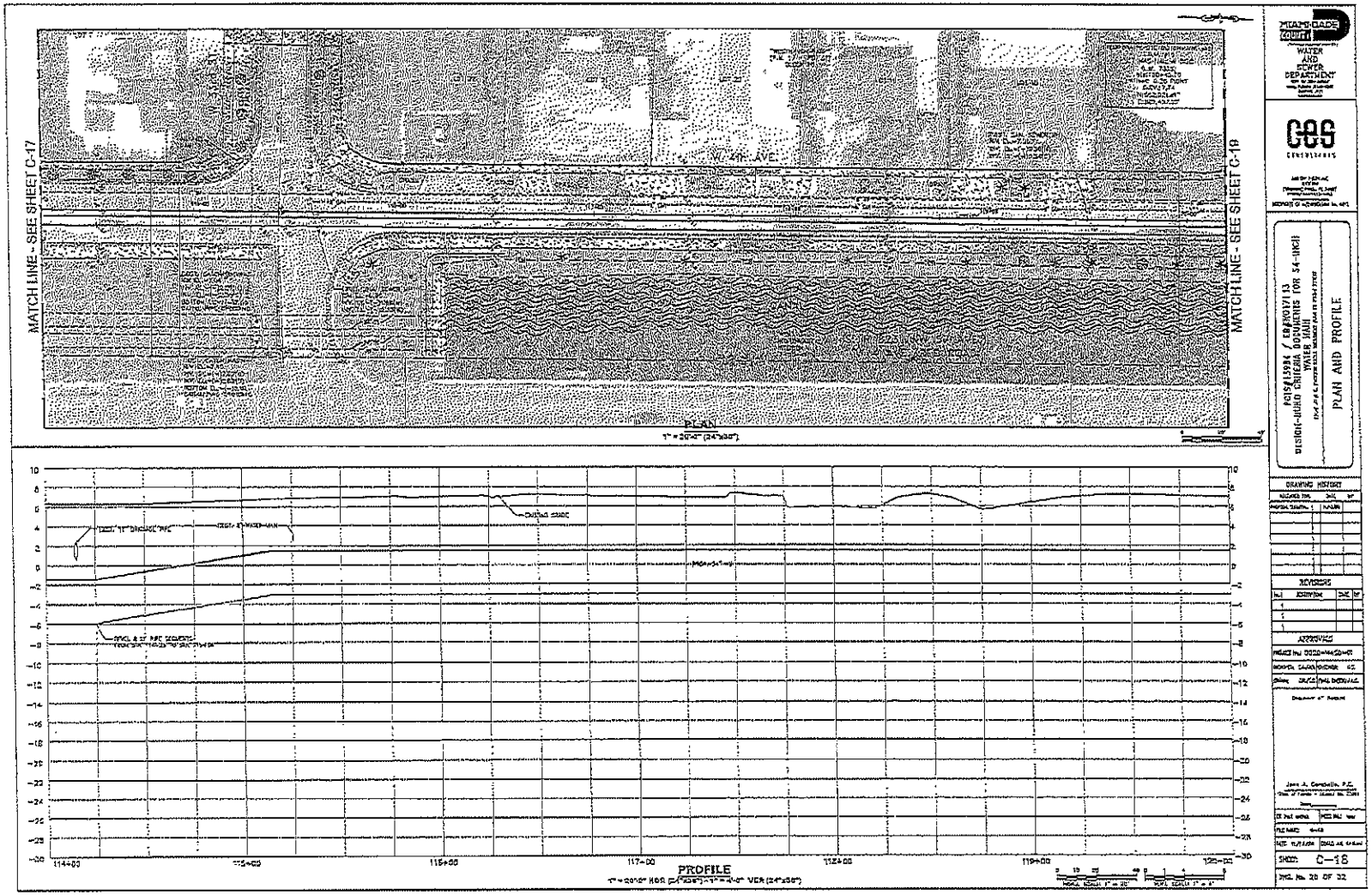
PLAN AND PROFILE
MATCH LINE - SEE SHEET C-12
MATCH LINE - SEE SHEET C-14
PLAN
PROFILE
C-13

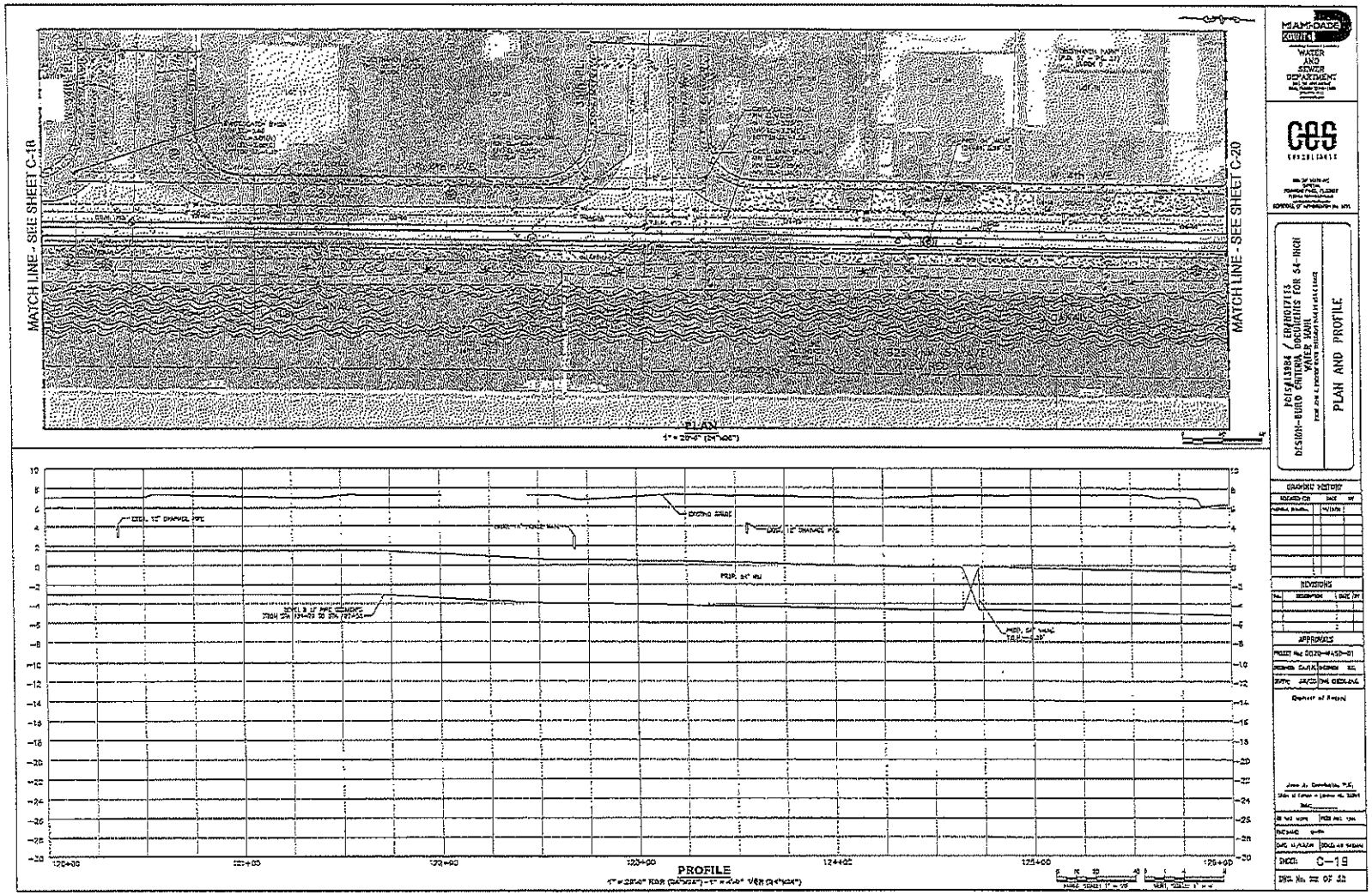

MATCH LINE - SEE SHEET C-15
MATCH LINE - SEE SHEET C-13
PROFILE
MIAMI-DADE WATER AND SEWER DEPARTMENT
DB19-WASD-01 / 1149011713
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54" HIGH WATER MAIN
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET C-14

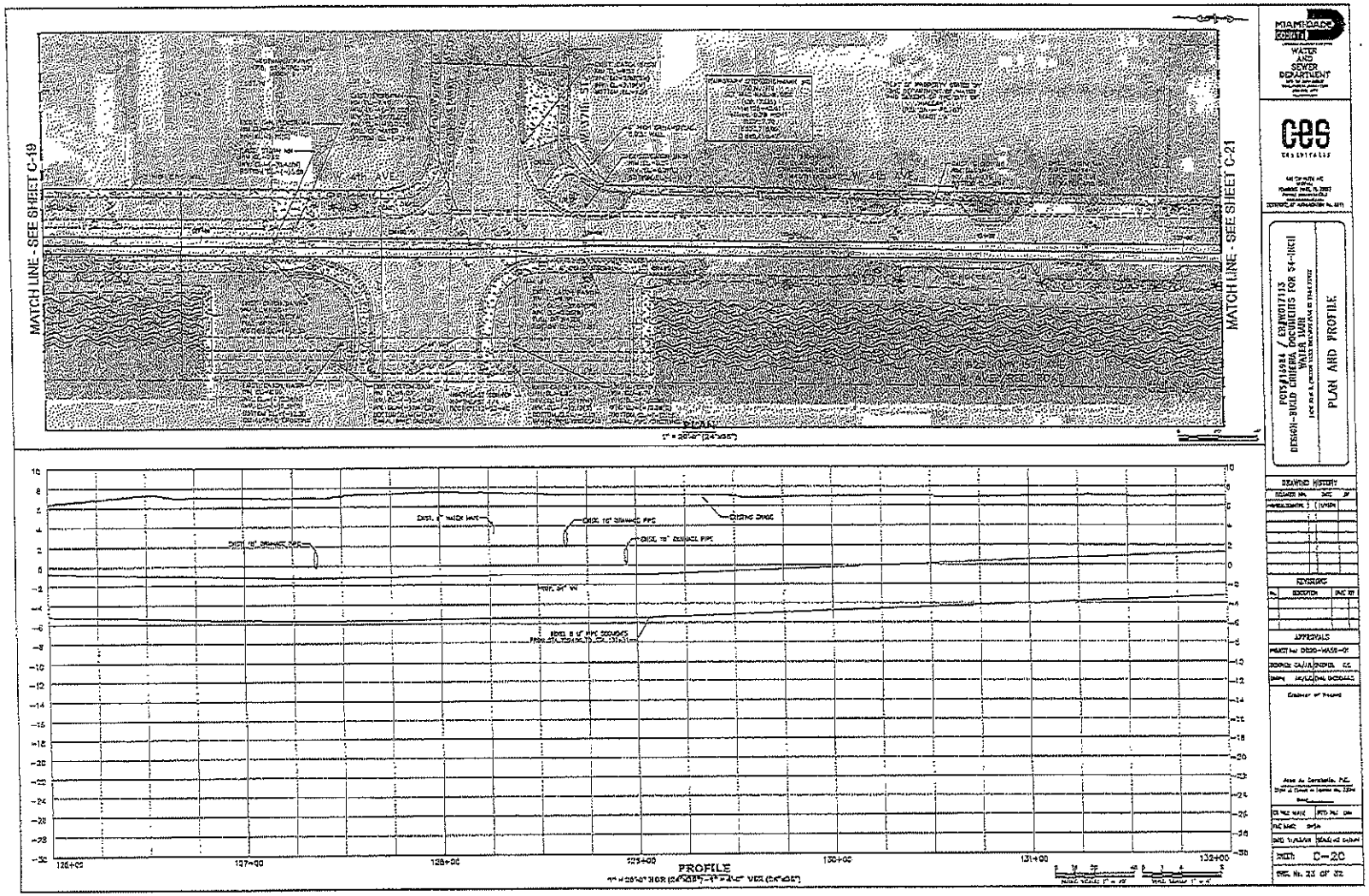

END OF PROJECT
MATCH LINE - SEE SHEET C-14
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
SHEET: C-15

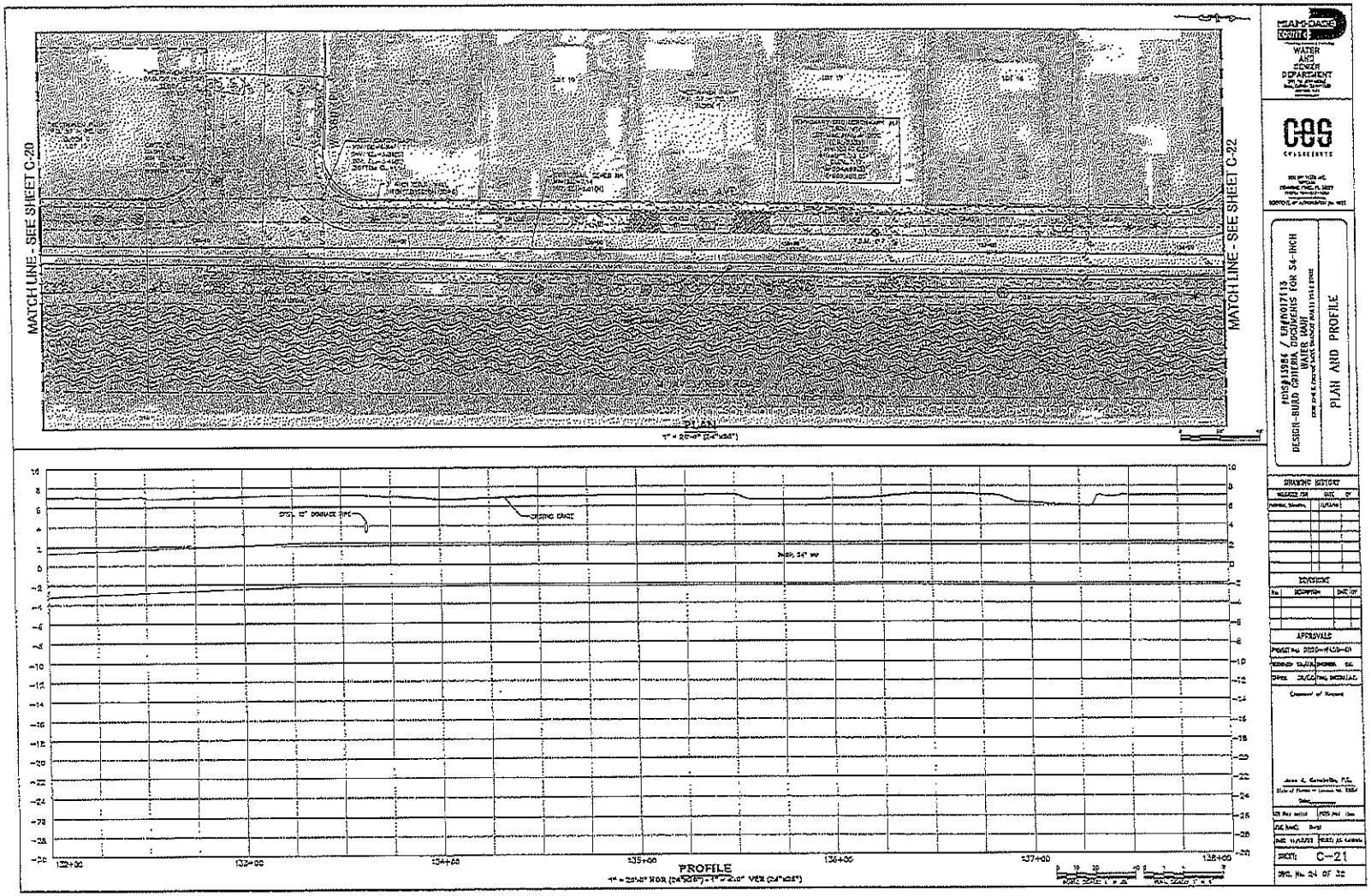

MATCH LINE - SEE SHEET C-15
MATCH LINE - SEE SHEET C-17
W 4 AVE / RED ROAD
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
SHEET: C-16

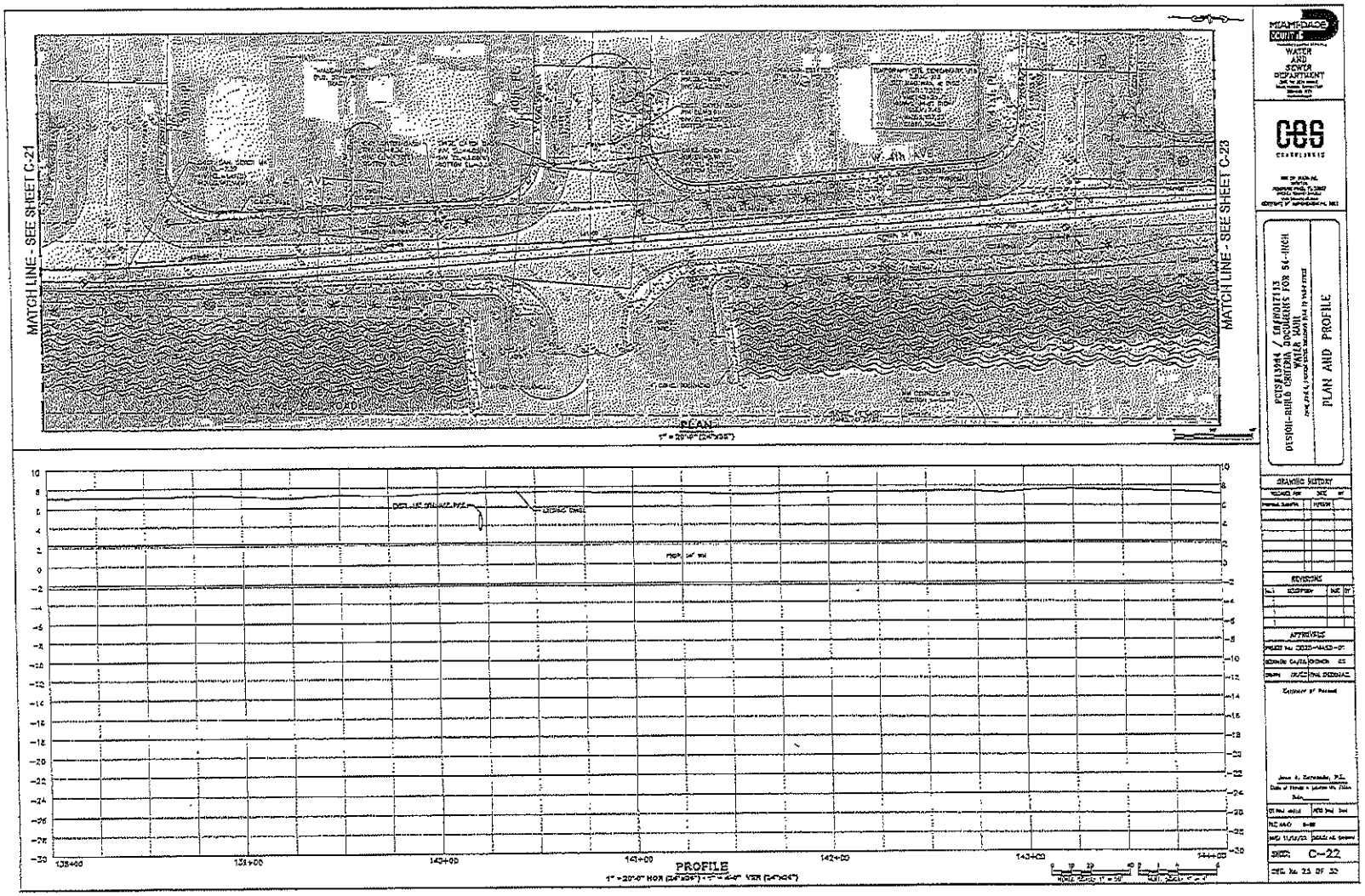

MATCH LINE - SEE SHEET C-18
MATCH LINE - SEE SHEET C-18
PLAN
1" = 20'-0" (24"x36")
PROFILE
(1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36"))
105+00
109+00
110+00
111+00
112+00
113+00
114+00
EXIST. 24" DRAINAGE PIPE
PROP. 24" W.M.
EXISTING GRADE
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
SHEET: C-17
SHT. No. 20 OF 32


MATCH LINE - SEE SHEET C-17
W. 4th AVE.
MATCH LINE - SEE SHEET C-19
PLAN
1" = 20'-0" (24"x36")
PROFILE
114+00
115+00
117+00
119+00
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVED
C-18
SHEET No. 20 OF 32

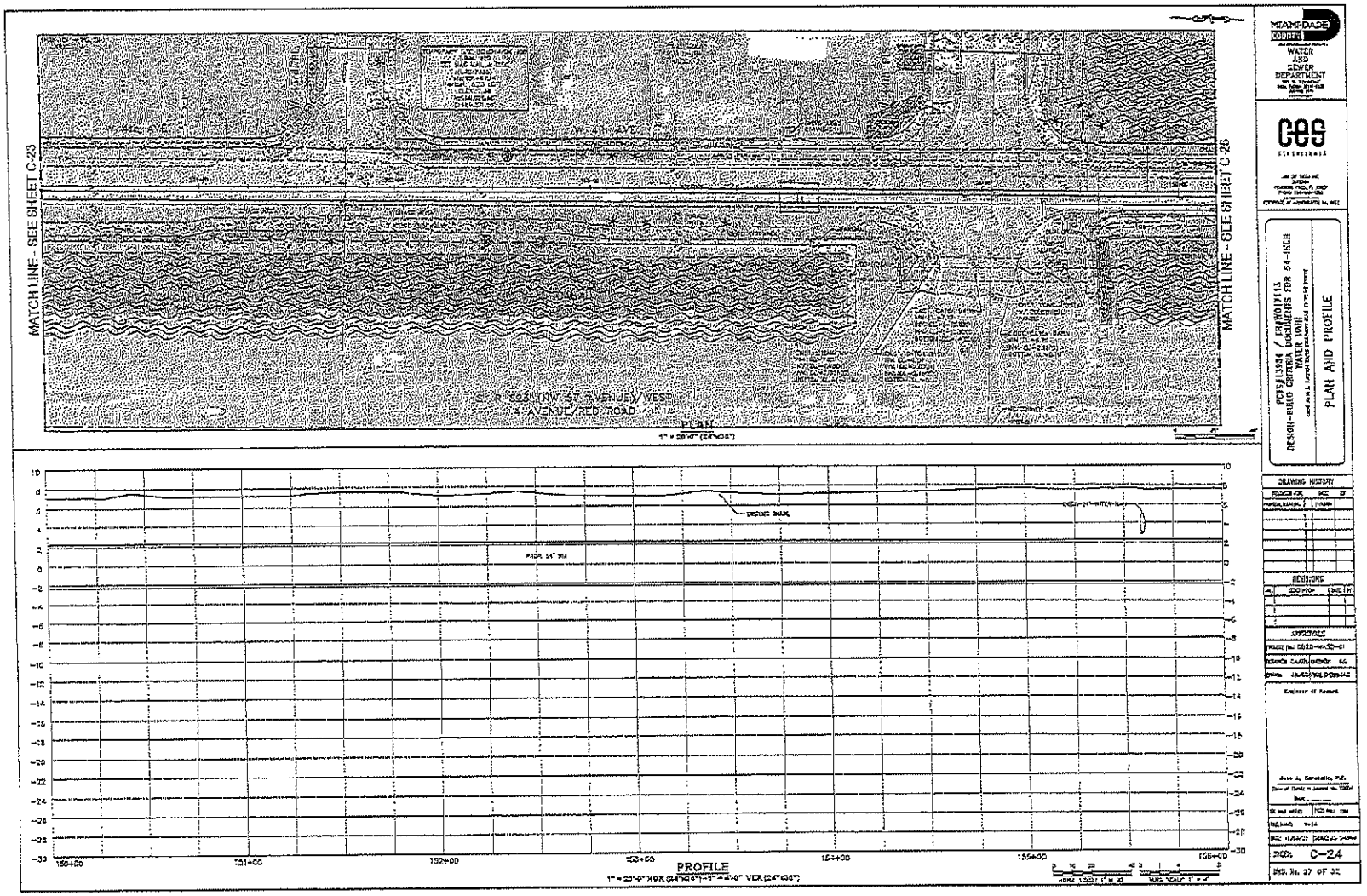

MATCH LINE - SEE SHEET C-18
MATCH LINE - SEE SHEET C-20
PLAN
1" = 20'-0" (24"x36")
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES CONSULTANTS
Project 13984 / Enhancements
DESIGN-BUILD CONTRACT DOCUMENTS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
GRAPHIC HISTORY
REVISIONS
APPROVALS
PROJECT No: DB20-WASD-01
SHEET: C-19

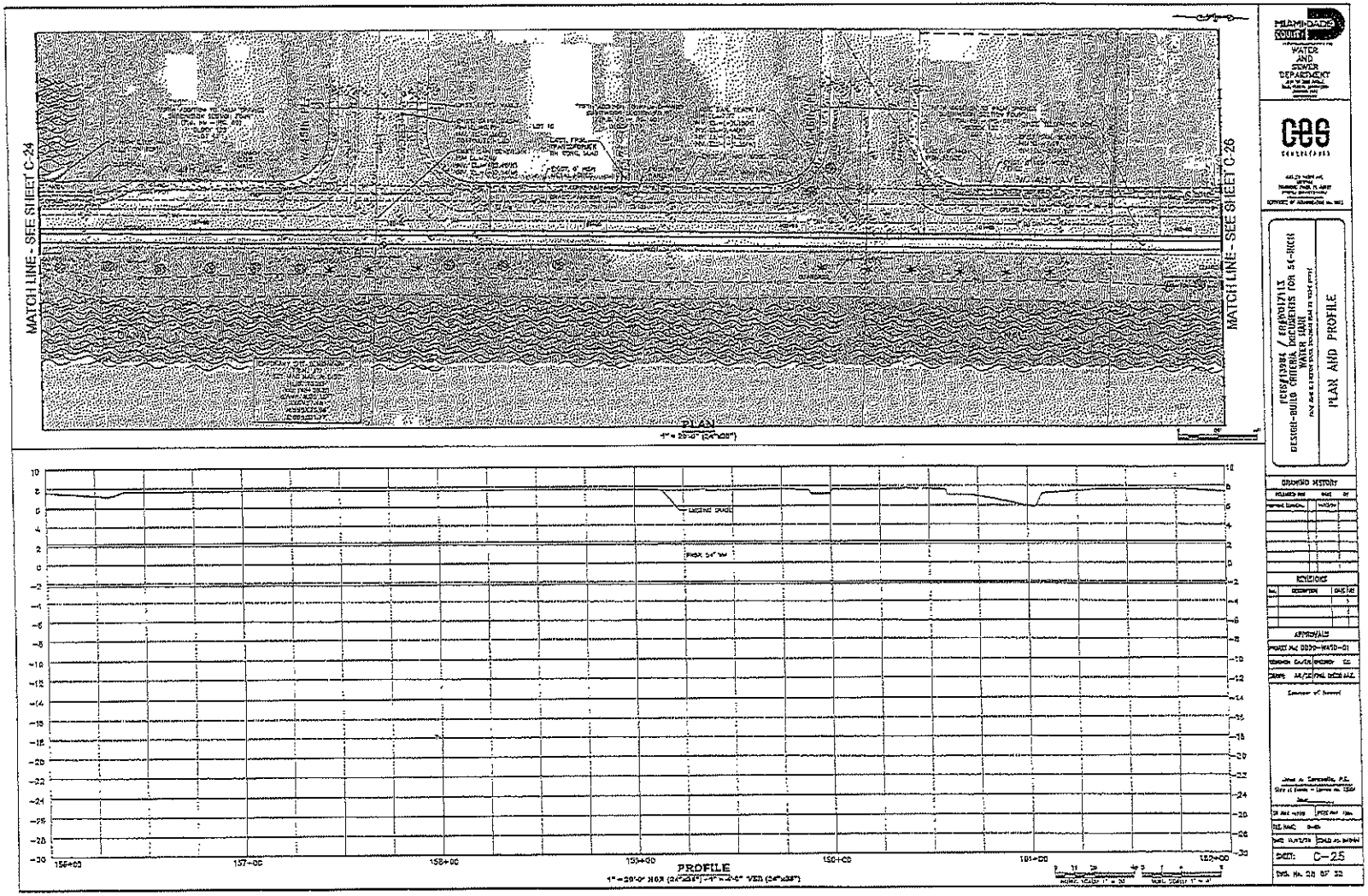

MATCH LINE - SEE SHEET C-19
MATCH LINE - SEE SHEET C-21
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES
POTENTIAL / COMMITTED DEVELOPMENTS FOR 54-INCH WATER MAIN
DESIGN-BUILD CRITERIA DOCUMENTS
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET C-20

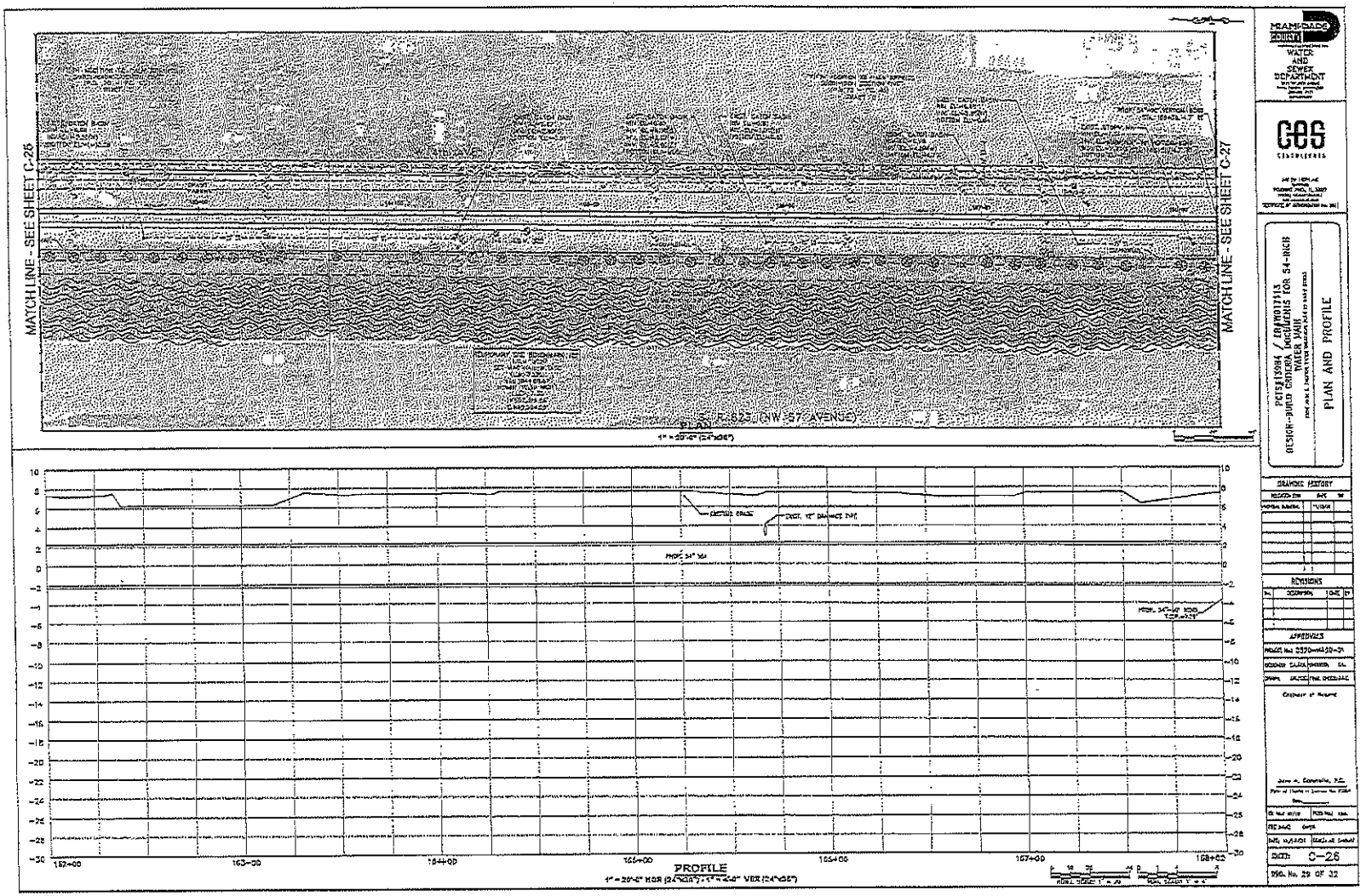

MATCH LINE - SEE SHEET C-20
MATCH LINE - SEE SHEET C-22
PLAN
PROFILE
PLAN AND PROFILE
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
WATER AND SEWER DEPARTMENT
C-21

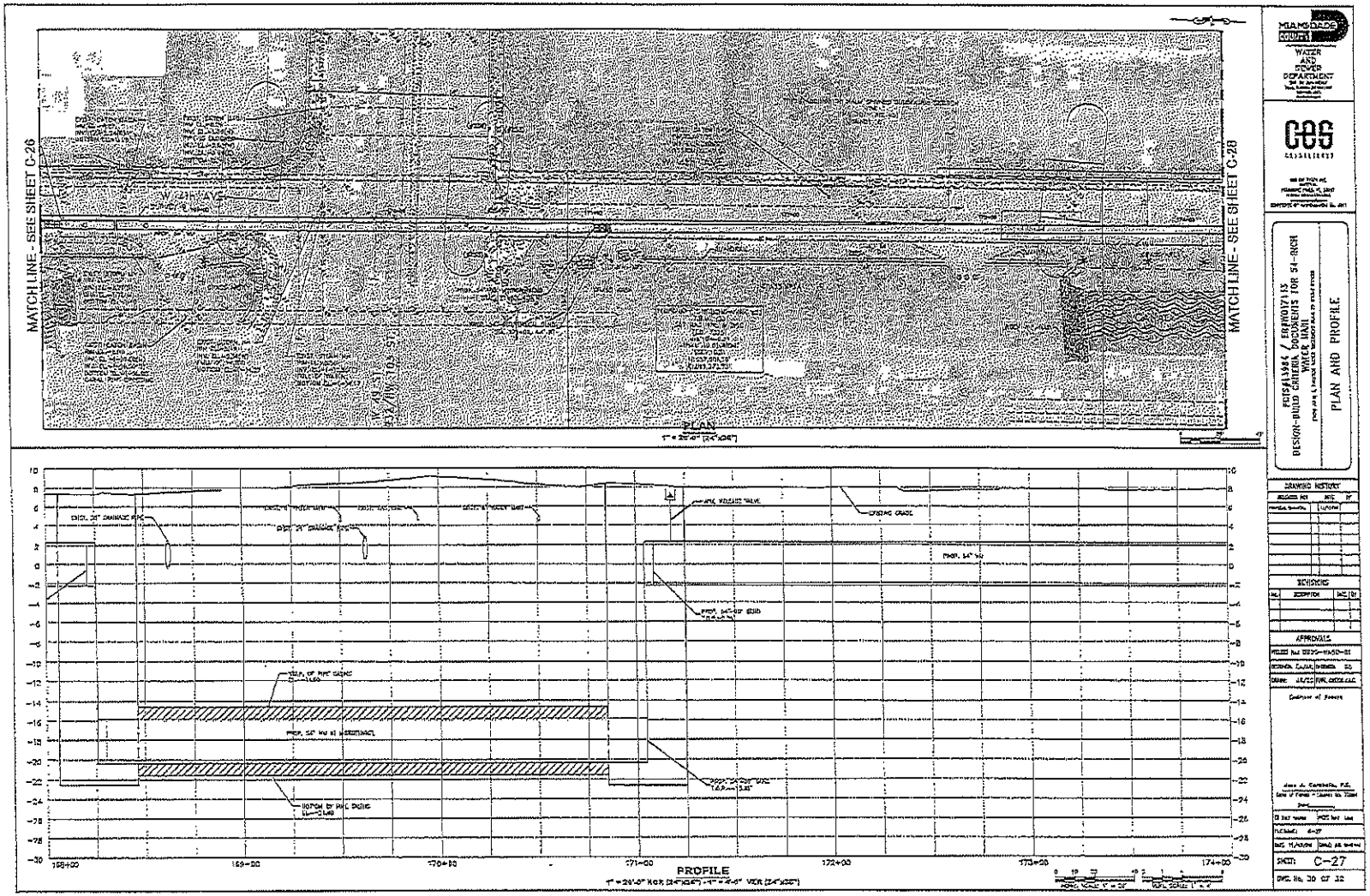

MATCH LINE - SEE SHEET C-21
MATCH LINE - SEE SHEET C-23
W. 4th AVE.
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
SHEET: C-22

PLAN AND PROFILE
DESIGN-BUILD CONTRACT DOCUMENTS FOR 54-INCH WATER MAIN
PROFILE
MATCH LINE - SEE SHEET C-24
MATCH LINE - SEE SHEET C-22
LANZO + CBS


MATCH LINE - SEE SHEET C-23
MATCH LINE - SEE SHEET C-25
S.R. 823 (NW 57 AVENUE)/WEST 7 AVENUE/RED ROAD
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
C-24


MATCH LINE - SEE SHEET C-24
MATCH LINE - SEE SHEET C-26
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES CONSULTANTS
PENSACOLA / ARMORVILLE
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET: C-25


MATCH LINE - SEE SHEET C-26
MATCH LINE - SEE SHEET C-27
PLAN
PROFILE
WATER AND SEWER DEPARTMENT
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET C-26
SHEET No. 29 OF 32



MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CGS

PROJECT / FORMULATION
DESIGN-BUILD CONTRACT DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

REVISION NO	DATE	BY

REVISIONS

NO.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No. D20-WASD-01

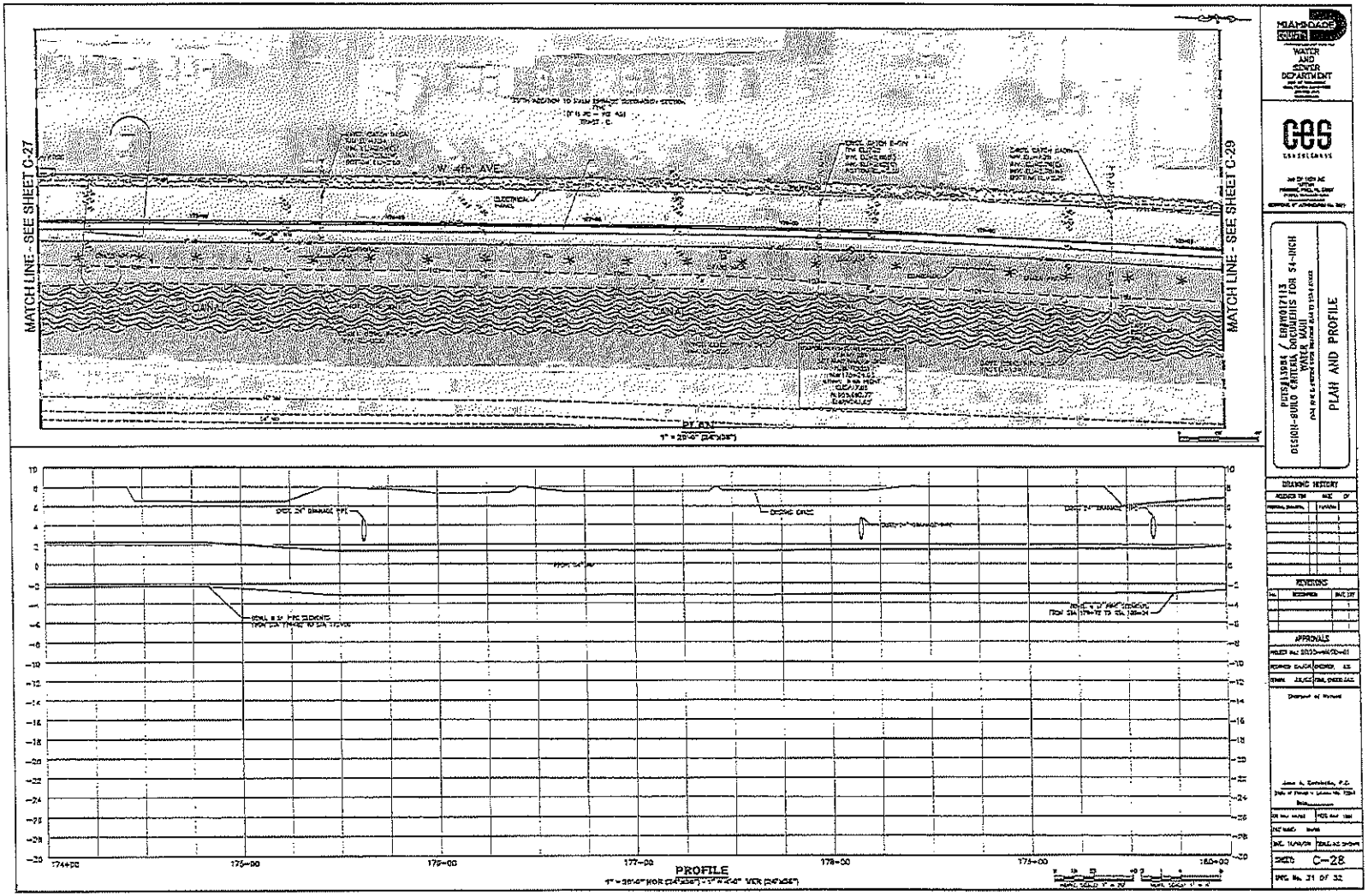
DESIGN CADD/BRIDGE

DRAWN CHECKED

Condition of Record

SHEET: C-27

DWG. No. 30 OF 32


MATCH LINE - SEE SHEET C-27
W 49th AVE
MATCH LINE - SEE SHEET C-29
PLAN
PROFILE
MIAMI-DADE WATER AND SEWER DEPARTMENT
CES
PUBLISHER / ERP#017113
DIVISION-BUILD CRITICAL DOCUMENTS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET C-28

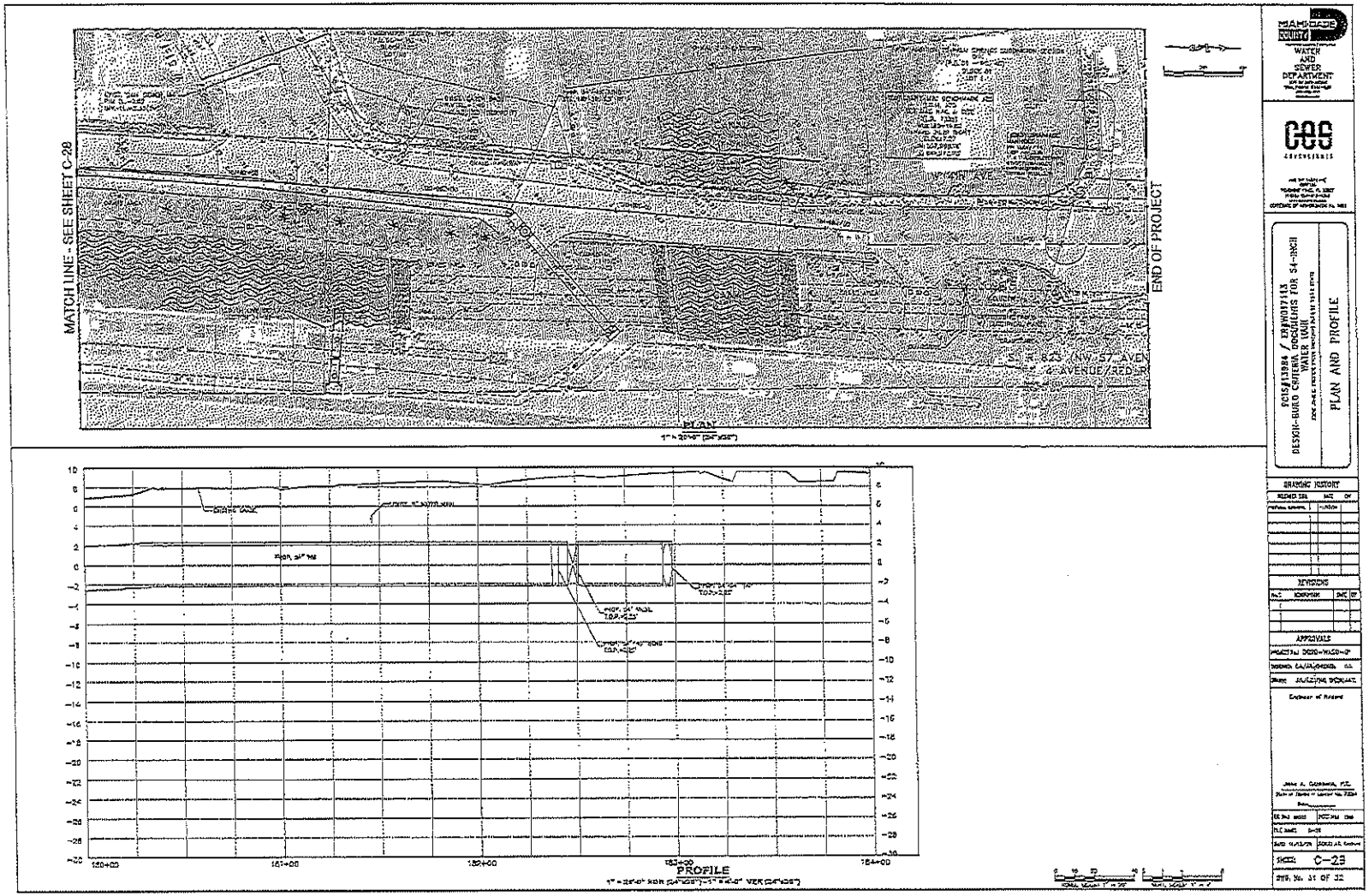

MATCH LINE - SEE SHEET C-28
END OF PROJECT
PLAN
PROFILE
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CGS
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET: C-29
SHT. No. 31 OF 32

EXHIBIT A-1

LANZO CONSTRUCTION COMPANY

Delivering sustainable infrastructure solutions for tomorrow's communities

October 12, 2021

Mrs. Julie Whiteside, Procurement Contracting Officer 3
Strategic Procurement Division
Internal Services Department (ISD)
Miami-Dade County, Clerk of the Board Stephen P. Clark Center
111 NW 1st Street, Suite 1300, Miami, Florida 33128

Re: Response to Request for Information Dated October 4, 2021 Regarding ISD Project No. DB20-WASD-01: Design-Build Services for the Installation of a 54-inch Diameter Water Transmission Main Near Red Road from John E. Preston Treatment Plant to West 53 Street

Dear Ms.Whiteside,

We are writing this letter in response to the October 4, 2021 correspondence regarding the County's Responsibility Review, requesting for clarification and revised plans for five specific questions. As we have stated in previous correspondence, we have noted that the above referenced correspondence is formatted as a "responsibility review". Yet, as confirmed by our legal counsel, many if not all of these items are not issues of responsibility, but of contract negotiation. With that understanding we respond accordingly below.

Please note that each item has an item number which correlates with the letter provided on October 4, 2021. Our acknowledgement and responses are as follows.

Item Number:
3.0 We have provided a revised plans that indicate how we propose to do the work. We have modified the design to reflect a cut-in tee and an isolation valve to the south of the tee. The tee will be connected utilizing coupling to transition between pipe materials. It is important to note that we will attempt to gain access as we have shown in the revised drawings. Our goal is to try and minimize the impact to the traffic along Red Road and provide a safe area for the WASD maintenance group to operate and maintain their facilities. We clearly understand that if we cannot execute the design as we are proposing, we will perform the connection as depicted in the DCP, which will impact the traffic along Red Road.

7.0 We have provided a revised plans that indicate how we propose to do the work. We have modified the design to reflect a cut-in tee and an isolation valve to the south of the tee. The tee will be connected utilizing coupling to transition between pipe materials. It is important to note that we will attempt to gain access as we have shown in the revised drawings. Our goal is to try and minimize the impact to the traffic along Red Road and provide a safe area for the WASD maintenance group to operate and maintain their facilities. We clearly understand that if we cannot

125 SE 5TH Court Deerfield Beach FL 33441-4749 Phone (954) 979-0802 Fax (954) 979-9897
www.lanzo.net

execute the design as we are proposing, we will perform the connection as depicted in the DCP, which will impact the traffic along Red Road.

9.0 We have provided a revised plans that reflect the shortened microtunnel, and it reflects the twin 84-inch culverts. Please refer to sheets C-24 and C-25 for the twin 84-inch culvert crossing and sheet C-27 for the shortened microtunnel.

10.0 We have provided a revised plans that indicate how we propose to do the work. We have modified the design to reflect a cut-in tee and an isolation valve to the south of the tee. The tee will be connected utilizing coupling to transition between pipe materials. Additionally, we have the twin 72-inch culverts depicted in the drawing and our proposed alignment for crossing these culverts. It is important to note that we will attempt to gain access as we have shown in the revised drawings. Our goal is to try and minimize the impact to the traffic along Red Road and provide a safe area for the WASD maintenance group to operate and maintain their facilities. We clearly understand that if we cannot execute the design as we are proposing, we will perform the connection as depicted in the DCP, which will install the 54-inch watermain in the canal and impact the traffic along Red Road.

11.0 We have provided a revised plans that indicate how we propose to do the work. We have modified the design to allow for proper future use of the stub-out facing south. We did rise from the microtunneling operation with a 90 degree fitting and set the 54"x54"x54" tee and the 54-inch valve closer to the surface. We feel that this will be more effective for WASD as the valve will not be too deep. We clearly understand that if we cannot execute the design due to conflicts, we will perform the work as depicted in the DCP, which will install the 54"x54"x54" tee and 54-inch valve with a significant amount of cover.

It was our mutual understanding that the previous correspondence and confirmation of understanding concluded your negotiations with Lanzo. Please advise as to the status moving forward to award.

Best Regards,

James M. Tilli,
Assistant Secretary
Lanzo Construction Co. FL

Cc: Job File,
Joe D'Alessandro,
Robert Beaty,
Miguel De Grandy, Esq.

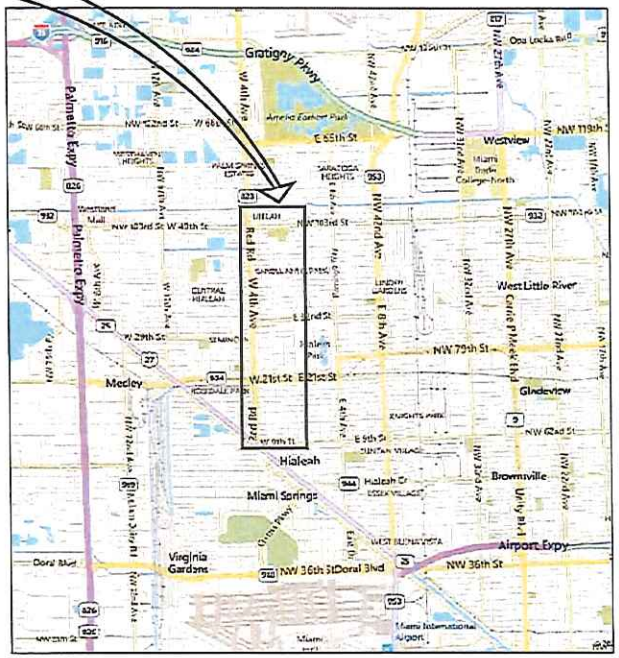
MIAMI DADE WATER AND SEWER DEPARTMENT

3071 S.W. 38th AVENUE MIAMI, FLORIDA 33146-1520

DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER TRANSMISSION MAIN FROM JOHN E. PRESTON WATER TREATMENT PLANT TO W 53rd STREET (ALTERNATE)

ER No. WO17113 / PCTS No. 13984

PROJECT LOCATION



LOCATION MAP

SCALE: 1" = 500'

UNINCORPORATED MIAMI-DADE COUNTY
XXX-XXX-XXX
FOLIO XXXX
MUNI ZONE XXX
MD-WASD ATLAS-XX

INDEX SHEETS	
DWG No.	DESCRIPTION
G-01	COVER SHEET
G-02	GENERAL NOTES
G-03	KEY PLAN
C-01	PLAN AND PROFILE
C-02	PLAN AND PROFILE
C-03	PLAN AND PROFILE
C-04	PLAN AND PROFILE
C-05	PLAN AND PROFILE
C-06	PLAN AND PROFILE
C-07	PLAN AND PROFILE
C-08	PLAN AND PROFILE
C-09	PLAN AND PROFILE
C-10	PLAN AND PROFILE
C-11	PLAN AND PROFILE
C-12	PLAN AND PROFILE
C-13	PLAN AND PROFILE
C-14	PLAN AND PROFILE
C-15	PLAN AND PROFILE
C-16	PLAN AND PROFILE
C-17	PLAN AND PROFILE
C-18	PLAN AND PROFILE
C-19	PLAN AND PROFILE
C-20	PLAN AND PROFILE
C-21	PLAN AND PROFILE
C-22	PLAN AND PROFILE
C-23	PLAN AND PROFILE
C-24	PLAN AND PROFILE
C-25	PLAN AND PROFILE
C-26	PLAN AND PROFILE
C-27	PLAN AND PROFILE
C-28	PLAN AND PROFILE
C-29	PLAN AND PROFILE

LEGEND:

- EXIST. WATER MAIN
- EXIST. STORM SEWER
- EXIST. SANITARY SEWER
- EXIST. FORCE MAIN
- EXIST. GAS
- CENTER LINE AND SURVEY BASE LINE
- RIGHT OF WAY LINE
- LOT LINE
- EXIST. BURIED TELEPHONE
- EXIST. BURIED ELECTRIC
- EXIST. DIRECTIONAL BORING
- EXIST. OVERHEAD ELEC. LINE
- EXIST. CHAIN LINK FENCE
- EXIST. WOOD FENCE
- EXIST. GUY WIRE
- EXIST. STREET LIGHT POLE
- EXIST. UTILITY CONC. POLE
- EXIST. UTILITY WOOD POLE
- EXIST. TRAFFIC LIGHT POLE
- EXIST. PEDESTRIAN CROSSING LIGHT
- EXIST. ELECTRIC BOX
- EXIST. STREET LIGHT BOX
- EXIST. TELEPHONE BOX
- EXIST. TRAFFIC SIGNAL BOX
- EXIST. CABLE TV BOX
- EXIST. C.B.
- EXIST. ELECTRIC MH
- EXIST. STORM MH
- EXIST. SANITARY MH
- EXIST. TELEPHONE MH
- EXIST. WATER MH
- EXIST. WELL
- EXIST. FIRE HYDRANT
- EXIST. WATER VALVE
- BORING
- TEMPORARY BENCHMARK
- EXIST. SIGN
- EXIST. SINGLE WATER METER
- ORNAMENTAL PLANT
- EXIST. ELECTRIC OUTLET
- EXIST. TREE
- EXIST. PALM
- EXIST. BACKFLOW PREVENTOR
- EXIST. CLEANOUT
- EXIST. MAILBOX
- EXIST. SEWER VALVE

ABBREVIATIONS:

A.S.F.	ALUMINUM DECORATIVE FENCE
I.F.	IRON FENCE
C.L.F.	CHAIN LINK FENCE
W.F.	WOOD FENCE
C.B.S.	CONCRETE BLOCK STUCCO
P.B.	PLAT BOOK
PG.	PAGE
EL.	ELEVATION
INV.	INVERT
EXIST.	EXISTING
(P)	PLAT
CONC.	CONCRETE
CMP	CORRUGATED METAL PIPE
DI	DUCTILE IRON
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
FD	FRENCH DRAIN
FOC	FIBER OPTIC CABLE
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
MH	MANHOLE
PVC	POLYVINYL CHLORIDE
STA	STATION
STD	STANDARD
TYP	TYPICAL
VERT	VERTICAL
MT	MICROTUNNEL
SOE	SUPPORT OF EXCAVATION
D/B	DESIGN BUILDER

GROUND COVER LEGEND:

- EXIST. ASPHALT PAVEMENT
- EXIST. CONCRETE
- EXIST. PAVER
- EXIST. BRICK
- EXIST. GRAVEL

Know what's below. Call before you dig.

Sunshine811

MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ERW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM JOHN E. PRESTON WATER TREATMENT PLANT TO W 53rd STREET

COVER SHEET

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/12/21	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No: DB20-WASD-01

DESIGNED: EA/JR | CHECKED: EC

DRAWN: EA/EC | CHK. DESIGN: JR/EC

Engineer of Record

Jose A. Cerebollo, P.E.
State of Florida – License No. 73264
Date:

DI No: WO17113 | PCTS No: 13984

FILE NAME: G-01

DATE: 10/11/21 | SCALE: AS SHOWN

SHEET: G-01

DWG. No. 1 OF 32

GENERAL NOTES:

1. DESIGN-BUILDER TO IDENTIFY UTILITIES AND NOTIFY COMPANIES/OWNERS 48 HOURS IN ADVANCE OF EXCAVATION IN AREA.
2. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE TOPOGRAPHIC SURVEY BY: LONGITUDE SURVEYORS, 8260 NW 84TH STREET, MIAMI, FL 33166
3. ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
4. FOR CONNECTIONS TO AN EXISTING PIPE, THE DESIGN-BUILDER SHALL EXCAVATE THE CONNECTION SITE TO VERIFY THE PIPE TYPE, SIZE AND CONDITION, AND CHECK FOR OBSTRUCTIONS AND JOINT LOCATIONS.
5. BEFORE CONSTRUCTION, THE DESIGN-BUILDER SHALL VERIFY ALL UTILITY LOCATIONS, POSITIONS, ELEVATIONS AND DIMENSIONS BY UTILIZING EXPLORATORY (HAND) EXCAVATION WHICH SHALL BE MADE 48 HOURS OR 1,000 FEET IN ADVANCE OF THE WORK, WHICHEVER IS GREATER. IF THERE IS A POTENTIAL CONFLICT, THE DESIGN-BUILDER SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY. ANY DAMAGE TO UTILITIES, STRUCTURES AND/OR SERVICES SHALL BE REPAIRED AT THE DESIGN-BUILDER'S EXPENSE IN A MANNER APPROVED BY AND COORDINATED WITH THE UTILITY OWNER.
6. THE MIAMI-DADE WATER AND SEWER DEPARTMENT, THROUGH THE CONSTRUCTION MANAGEMENT INSPECTION TEAM, WILL ASSIGN A FLORIDA LICENSED PROFESSIONAL ENGINEER TO OVERSEE THE CONSTRUCTION OF THIS PROJECT; DETERMINE, IN GENERAL, IF THE CONSTRUCTION PROCEEDS IN COMPLIANCE WITH THE CONSTRUCTION PERMITS; APPROVE COMPLETE RECORD DRAWINGS AND CERTIFICATION OF CONSTRUCTION COMPLETION TO THE PERMITTING AGENCIES; AND OBTAIN WRITTEN APPROVAL OR CLEARANCE BEFORE PLACING THE MAINS IN SERVICE.
7. THE DESIGN-BUILDER SHALL OBTAIN A MAINTENANCE OF TRAFFIC (MOT) PLAN APPROVED BY CITY OF HIALEAH AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT). THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE TRAFFIC CONTROL DEVICES AND BARRIERS, FOR THE PROTECTION OF PEDESTRIANS, TRAFFIC AND THE WORKERS.
8. ALL WORK AND MATERIALS SHALL CONFORM TO CURRENT MIAMI-DADE WATER AND SEWER DEPARTMENT'S (MDWASD) STANDARDS AND SPECIFICATIONS AS WELL AS ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.
9. SURFACE PIPING INSTALLATIONS SHALL BE BACKFILLED AND RESTORED PER MDWASD STANDARD DETAIL SS. 1.0. BACKFILLING OF RISER PIPING LOCATED IN THE SHAFTS SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED IN THE DESIGN CRITERIA DOCUMENT.
10. EXISTING PAVEMENT MARKINGS SHALL BE INVENTORIED AND REPLACED TO CURRENT CODE BY THE DESIGN-BUILDER.
11. THE DESIGN-BUILDER SHALL ENSURE THAT ALL CONSTRUCTION IS PERFORMED IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT AND ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
12. DESIGN-BUILDER SHALL COMPLY WITH ALL PERMIT REQUIREMENTS INCLUDING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND DIVISION OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM) FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).
13. IF EVIDENCE OF POTENTIAL CONTAMINATION IS DETECTED DURING EXCAVATION, THE DESIGN-BUILDER SHALL STOP EXCAVATION WORK AND NOTIFY MDWASD ENVIRONMENTAL HEALTH AND SAFETY SECTION AT (786) 552-8579 VIA THE CONSTRUCTION MANAGEMENT INSPECTION TEAM. EVIDENCE OF POTENTIAL CONTAMINATION MAY INCLUDE ANY OF THE FOLLOWING: 1. ODOR 2. SOLID WASTE DEBRIS 3. SHEEN ON THE GROUNDWATER 4. STAINED OR SATURATED SOIL (SOIL THAT CONTAINS PRODUCT THAT DRAINS WHEN IT IS HANDLED OR CREATES STREAKS ON EXCAVATION TOOLS) OR 5. FREE-FLOATING PRODUCT ON THE GROUNDWATER (OIL, DIESEL, GASOLINE, ETC.). MATERIAL THAT HAS ODOR, IS STAINED OR IS SATURATED MUST BE SEGREGATED ON AN IMPERMEABLE SURFACE FOR APPROPRIATE FUTURE DISPOSAL.
14. ALL PRESSURE PIPE AND FITTINGS MUST BE COLOR CODED AS REQUIRED BY FDEP AND THE RECOMMENDED STANDARDS FOR WATER AND WASTEWATER FACILITIES.
15. IF PAINT IS APPLIED DURING INSTALLATION OF THE PIPE, THE PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ON THE TOP OF THE PIPE. FOR PIPES WITH AN INTERNAL DIAMETER OF 24-INCHES OR GREATER, PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.
16. THE DESIGN-BUILDER SHALL IDENTIFY AND RELOCATE ALL UTILITIES THAT ARE IN DIRECT CONFLICT WITH THE WORK. ALL COSTS INCLUDING COORDINATION, PERMITS, AND CONSTRUCTION COST SHALL BE THE RESPONSIBILITY OF THE DESIGN-BUILDER.
17. THE DIMENSIONS AT ALL STRUCTURES APPARENT IN THIS DBP PACKAGE ARE "INDICATIVE" IN NATURE. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR THE FINAL DESIGN OF SHAFTS, COFFERDAM, BYPASS AND ALL ANCILLARY STRUCTURES REQUIRED FOR THE COMPLETION OF THE PROJECT. THE DESIGN CONSTRUCTION OF THOSE STRUCTURES SHALL NOT EXTEND BEYOND THE LIMITS OF THE RIGHT-OF-WAY.
18. THE DESIGN-BUILDER SHALL COMPLY WITH REQUIREMENTS OF DESIGN CRITERIA DOCUMENT.
19. THE DESIGN-BUILDER SHALL DETERMINE THE ULTIMATE QUANTITY AND EFFECT PLACEMENT OF THE AIR RELEASE VALVES. "SUBJECT TO MDWASD APPROVAL"
20. THE BLOW-OFF CONNECTIONS SHOWN ON THE DRAWINGS ARE BASED ON MDWASD STANDARD DETAIL WS 2.30. THE BLOW OFF CONNECTION SHALL BE 8 INCHES AND SHALL BE LOCATED AT THE LOWEST POINT ON THE PIPE. THE DESIGN-BUILDER SHALL DETERMINE THE FINAL PLACEMENT OF THE BLOW OFF CONNECTIONS IN ACCORDANCE WITH THE REQUIREMENTS PRESENTED IN THE DESIGN CRITERIA DOCUMENT. "SUBJECT TO MDWASD APPROVAL"
21. DESIGN-BUILDER SHALL OBTAIN TREE REMOVAL/REPLACEMENT PERMITS AS REQUIRED FOR CONSTRUCTION.
22. PROPOSED PROJECT IS IN THE VICINITY OF OVERHEAD POWER DISTRIBUTION AND HIGH VOLTAGE LINES THAT PARALLEL AND CROSS THE PROPOSED ALIGNMENT. THE DESIGN-BUILDER SHALL USE CAUTION WHEN WORKING IN THESE AREAS. CONSTRUCTION EQUIPMENT TO BE USED UNDER OVERHEAD ELECTRIC LINES SHALL NOT EXCEED 14 FEET IN HEIGHT. THE DESIGN-BUILDER IS CAUTIONED TO VERIFY BY LOCATION THE HEIGHT LIMITATIONS OF CONSTRUCTION EQUIPMENT.
23. THE DESIGN-BUILDER SHALL ABANDON AND REMOVE UTILITY LINES AND REESTABLISH ALL CONNECTIONS TO RELOCATED LINE.
24. THE DRAWINGS INCLUDED HEREIN SHOWS THE SUGGESTED PLACEMENT OR LOCATION OF THE PROPOSED FACILITIES. THE FINAL LOCATION FOR ALL PIPELINES, VALVES, FITTINGS, ETC. SHALL BE DETERMINED BY THE DESIGN-BUILDER. "SUBJECT TO MDWASD APPROVAL"
25. THE DESIGN-BUILDER SHALL REMOVE AND REPLACE, WHEN NECESSARY, A STORMWATER STRUCTURE IN ACCORDANCE WITH THE DESIGN REQUIREMENTS INCLUDED IN THE DESIGN CRITERIA DOCUMENT.
26. ALL WORK SHALL BE DONE TO MAINTAIN MINIMAL DOWNTIME OR INTERRUPTION OF SERVICE.
27. THE DESIGN-BUILDER SHALL REFER TO THE DESIGN CRITERIA DOCUMENT FOR SELECTING THE VALVE TYPE FOR ALL ISOLATION VALVES.
28. ALL JOINTS BETWEEN THE BENDS AT ALL HORIZONTAL AND VERTICAL OFFSETS SHALL BE RESTRAINED. FITTINGS UP TO 20-INCHES IN DIAMETER SHALL BE RESTRAINED BY MECHANICAL MEANS (I.E. RESTRAINING JOINTS) WITH THRUST BLOCKS. FITTINGS 24-INCHES IN DIAMETER OR LARGER SHALL BE RESTRAINED BY MECHANICAL MEANS, WELDING OR WITH THRUST BLOCKS AND CONCRETE ANCHORS BEING OPTIONAL AT THE DISCRETION OF THE ENGINEER OF RECORD.
29. ANY THRUST BLOCK AND ANCHORS ARE TO BE DESIGNED BY ENGINEER OF RECORD. SIGN AND SEALED CALCULATION SHALL BE SUBMITTED TO MDWASD FOR REVIEW PRIOR TO INSTALLATION.
30. TIE-INS/SHUT DOWNS SHALL BE COORDINATED WITH MDWASD'S DISTRIBUTION DEPARTMENT AND CONSTRUCTION MANAGEMENT DEPARTMENT.
31. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER PROPERTY AND SHALL BE RESPONSIBLE FOR ANY DAMAGES INCURRED DURING CONSTRUCTION AND SHALL REPAIR TO ITS ORIGINAL CONDITION SAID DAMAGES AT HIS EXPENSE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES AND IMPROVEMENTS FROM DAMAGES, DISRUPTION OF SERVICE OR DESTRUCTION.
32. LOCATION OF EXISTING FACILITIES AS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON AVAILABLE AS-BUILTS AND RECORDS PROVIDED BY UTILITY OWNERS. DURING EXCAVATION THE CONTRACTOR MAY ENCOUNTER OTHER EXISTING UTILITIES IN THE FIELD WHICH ARE NOT SHOWN ON THE PLANS. IF THE UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL DETERMINE THE ELEVATION, SIZE AND TYPE OF PIPE AND IMMEDIATELY NOTIFY THE ENGINEER-OF-RECORD SO THAT APPROPRIATE MEASURES COULD BE TAKEN TO RESOLVE THE CONFLICT.
33. THE CONTRACTOR SHALL REPLACE EXISTING FACILITIES (MANHOLES, STORM SEWER, CATCH BASIN, SEWER LATERAL, ETC.) THAT ARE REMOVED OR DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES. ANY AFFECTED SHALL BE REPLACED IN ACCORDANCE WITH STANDARDS OF THE JURISDICTIONAL AGENCY.
34. BLOW-OFFS PER WASD STANDARD DETAIL WS 2.30 SHALL BE PROVIDED A MAJOR LOW POINTS BETWEEN ISOLATION VALVES AND ALSO AT A MAXIMUM DISTANCE OF 2,200 FEET APART ALONG THE PIPELINE.
35. LEAK DETECTOR/SAMPLING PORT ASSEMBLIES PER WASD STANDARD DETAIL WS 3.13 SHALL BE PROVIDED ON BOTH SIDES OF A SUB-AQUEOUS CANAL CROSSING AT THE ISOLATION VALVE LOCATIONS ON MICRO-TUNNEL AND OPEN CUT INSTALLATIONS.

TRENCHLESS CROSSING NOTES:

1. FOR UTILITIES WITH UNKNOWN DEPTHS, A MINIMUM COVER OF 4 FEET HAS BEEN ASSUMED. THE DESIGN-BUILDER SHALL VERIFY ALL UTILITY LOCATIONS, SIZES AND ELEVATIONS.
2. FINAL MICROTUNNEL VERTICAL AND HORIZONTAL ALIGNMENTS SHALL BE DETERMINED BY THE DESIGN-BUILD TEAM AND SHALL MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
3. A MINIMUM VERTICAL CLEARANCE OF 1.5 TO 2.0 TUNNEL DIAMETERS IS SHOWN. BASED ON ANALYSIS THE DESIGN-BUILDER SHALL ADJUST THE DEPTH OF THE MICROTUNNEL OR IMPROVE GROUND AS REQUIRED TO ENSURE TUNNEL FACE STABILITY AND LIMIT SURFACE IMPACTS.
4. THE DESIGN-BUILD TEAM SHALL DETERMINE THE FOOTPRINT AND LOCATION OF THE LAUNCHING AND RECEIVING SHAFTS WITHIN THE LIMITS OF THE WORK AREAS SHOWN FOR EACH CROSSING.
5. THE MICROTUNNEL CROSSINGS SHALL BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
6. THE DESIGN-BUILDER SHALL COMPLETE AN ANALYSIS TO CONFIRM THAT MICROTUNNEL DOES NOT AFFECT THE CAPACITY OF EXISTING PILES FOR THE METRORAIL ALONG W. 21st STREET.
7. DESIGN-BUILDER SHALL FULLY ANALYZE AND DESIGN ALL MICROTUNNEL (MT) CROSSINGS. ANALYSIS AND DESIGN FOR EACH CROSSING SHALL BE SUBMITTED TO WASD FOR REVIEW.

8. DESIGN-BUILDER SHALL FULLY INTEGRATE INFORMATION FROM THE GEOTECHNICAL BASELINE REPORT INTO ANALYSIS AND LAUNCHING OF JACKING AND RECEIVING SHAFTS (WORKING SHAFTS) AND OF MT CROSSINGS.
9. DESIGN-BUILDER SHALL BE RESPONSIBLE FOR ADDITIONAL GROUND INVESTIGATION NECESSARY TO COMPLETE ANALYSIS AND DESIGN OF MT CROSSINGS AND WORKING SHAFTS.
10. THREE (3) MT CROSSINGS HAVE BEEN CONCEPTUALIZED, INCLUDING:

SEGMENT DESIGNATION	APPROX. JACKING STATION	APPROX. RECEIVING STATION
MT-1	44+22	47+50
MT-2	81+00	83+50
MT-3	173+00	174+20

11. IF DESIGN-BUILDER ELECTS TO BREAK MT-3 INTO SMALLER SEGMENTS, DESIGN-BUILDER SHALL SUBMIT THEIR PROPOSED PLAN FOR REVIEW TO WASD.
12. LOCATION AND SIZE OF WORKING SHAFTS SHOWN ARE APPROXIMATE. DESIGN-BUILDER SHALL BE RESPONSIBLE FOR SIZING AND LOCATING THE WORKING SHAFTS.
13. DESIGN-BUILDER SHALL BE RESPONSIBLE FOR SECURING STAGING AREAS AT NO ADDITIONAL COST TO WASD AND AS NEEDED TO FACILITATE CONSTRUCTION OF THE MICROTUNNEL CROSSING. STAGING AREAS ARE NOT SHOWN ON THE DRAWINGS.

STANDARD DETAILS:

ALL CONSTRUCTION OF THE PROPOSED WATER MAIN SYSTEM SHALL BE IN ACCORDANCE WITH THE MIAMI-DADE WATER AND SEWER DEPARTMENT SPECIFICATIONS AND STANDARD DETAILS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING DETAILS HEREBY INCORPORATED BY REFERENCE.

RER NOTES ON WATER-SEWER INSTALLATION

1. A HORIZONTAL DISTANCE OF AT LEAST 6 FEET, AND PREFERABLY 10 FEET (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE SEWER PIPES AND WATER PIPES. THE MINIMUM HORIZONTAL SEPARATION CAN BE REDUCED TO 3 FEET FOR VACUUM SEWER OR WHERE THE BOTTOM OF THE SEWER PIPE IS AT LEAST 6 INCHES BELOW THE BOTTOM OF THE WATER PIPE. WHEN THE ABOVE SPECIFIED HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF:
   A) THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
   B) THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
   C) THE TOP OF THE SEWER IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER PIPE.
2. A VERTICAL DISTANCE OF AT LEAST 12 INCHES (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN ANY WATER AND SEWER MAINS WITH SEWER PIPES PREFERABLY CROSSING UNDER WATER MAINS. THE MINIMUM VERTICAL SEPARATION CAN BE REDUCED TO 6 INCHES FOR VACUUM-TYPE SEWERS OR FOR GRAVITY SEWERS WHERE THE SEWER PIPE IS BELOW THE WATER MAIN. THE CROSSING SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3 FEET FROM ALL JOINTS IN GRAVITY AND PRESSURE SEWER PIPES. THIS DISTANCE CAN BE REDUCED TO 3 FEET FOR VACUUM-TYPE SEWERS. WHEN THE ABOVE SPECIFIED VERTICAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF:
   A) THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
   B) THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
3. AIR RELEASE VALVES SHALL BE PROVIDED AT HIGH POINTS OF NEW FORCE MAIN SANITARY SEWERS.
4. GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELL FIELD PROTECTION AREA SHALL BE C-900 PVC OR DUCTILE IRON PIPE. THE MAXIMUM ALLOWABLE EXFILTRATION RATE OF GRAVITY SANITARY SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE:
   A) RESIDENTIAL LAND USES, FIFTY (50) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY, BASED ON A MINIMUM TWO (2) HOUR TEST HAVING A MINIMUM OF TWO (2) FEET OF POSITIVE HEAD ABOVE THE CROWN OF THE PIPE.
   B) NON-RESIDENTIAL LAND USES, TWENTY (20) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY, BASED ON A MINIMUM TWO (2) HOUR TEST HAVING A MINIMUM OF TWO (2) FEET OF POSITIVE HEAD ABOVE THE CROWN OF THE PIPE.
   C) ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
5. THE MAXIMUM ALLOWABLE EXFILTRATION RATE OF GRAVITY SANITARY SEWERS CONSTRUCTED OUTSIDE A PUBLIC WELLFIELD PROTECTION AREA SHALL BE ONE HUNDRED (100) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY, BASED ON A MINIMUM TWO (2) HOUR TEST HAVING A MINIMUM OF TWO (2) FEET OF POSITIVE HEAD ABOVE THE CROWN OF THE PIPE. ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
6. FORCE MAIN SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE DUCTILE IRON, C-900 PVC, HDPE OR REINFORCED CONCRETE PRESSURE SEWER PIPES.
7. THE MAXIMUM ALLOWABLE EXFILTRATION/LEAKAGE RATE OF FORCE MAIN SANITARY SEWERS SHALL BE:
   A) DUCTILE IRON, C-900 PVC, HDPE AND PVC PIPE, THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AMERICAN WATER WORKS ASSOCIATION STANDARD (AWWA) C600-82 AT A TEST PRESSURE OF 100 PSI FOR A DURATION OF NOT LESS THAN TWO (2) HOURS.
   B) REINFORCED CONCRETE PRESSURE PIPE, HALF (1/2) THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AWWA C600-82 AT A TEST PRESSURE OF 100 PSI FOR A DURATION OF NOT LESS THAN TWO (2) HOURS.
   C) ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
8. THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, AND CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
9. IN NO CASE SHALL A CONTRACTOR INSTALL UTILITY PIPES, CONDUITS, CABLES, ETC. IN THE SAME TRENCH ABOVE AN EXISTING WATER OR SEWER PIPE EXCEPT WHERE THEY CROSS.
10. IF ANY AREA OF THE WORK SITE IS FOUND TO CONTAIN BURIED SOLID WASTE AND/OR GROUND OR GROUND WATER CONTAMINATION, THE FOLLOWING SHALL APPLY:
    A) ALL WORK IN THE AREA SHALL FOLLOW ALL APPLICABLE SAFETY REQUIREMENTS (E.G., OSHA, ETC.) AND NOTIFICATION MUST BE PROVIDED TO THE APPROPRIATE AGENCIES.
    B) IMMEDIATELY NOTIFY THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION (EMRD). THE EMRD CAN BE CONTACTED AT (305) 372-6700.
    C) IF CONTAMINATED SOILS AND/OR BURIED SOLID WASTE MATERIAL IS EXCAVATED DURING CONSTRUCTION, THEN THEY REQUIRE PROPER HANDLING AND DISPOSAL IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL REGULATIONS. BE ADVISED THAT THE LANDFILL OWNER/OPERATOR IS THE FINAL AUTHORITY ON DISPOSAL AND MAY HAVE REQUIREMENTS BEYOND THOSE PROVIDED HEREIN. IF DISPOSAL WITHIN A MIAMI DADE COUNTY OWNED LANDFILL (CLASS I LANDFILL) IS APPROPRIATE AND SELECTED, PLEASE CONTACT THE MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT AT (305) 594-6666 FOR INFORMATION.
    D) THE REUSE OF CONTAMINATED SOILS THAT ARE NOT RETURNED TO THE ORIGINAL EXCAVATION REQUIRES PRIOR APPROVAL OF A SOIL MANAGEMENT PLAN FROM THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION. THE EMRD CAN BE CONTACTED AT (305) 372-6700.
11. PUMPS MUST COMPLY WITH THE NATIONAL ELECTRIC CODE (NEC) REQUIREMENTS FOR CLASS 1, GROUP D, DIVISION 1 LOCATIONS (EXPLOSION PROOF).
12. THE CONTRACTOR IS ADVISED THAT A TREE REMOVAL/RELOCATION PERMIT MAY BE REQUIRED PRIOR TO THE REMOVAL AND/OR RELOCATION OF TREE RESOURCES. PRIOR TO REMOVING OR RELOCATING ANY TREES, THE CONTRACTOR SHALL NOTIFY THE TREE AND FOREST RESOURCES SECTION OF DERM AT (305)372-6574 OR VIA E-MAIL AT: tree@miamidade.gov, OR CONTACT THE MUNICIPALITY WITH TREE ORDINANCE JURISDICTION TO OBTAIN ANY REQUIRED PERMITS. THOSE TREES NOT INTERFERING WITH THE CONSTRUCTION SHALL BE PROTECTED IN PLACE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 24-49.5 OF MIAMI-DADE CODE.
13. PLEASE NOTE THAT THE DEMOLITION, REMOVAL AND/OR DISTURBANCE OF EXISTING UNDERGROUND UTILITIES THAT CONTAIN ASBESTOS-CEMENT PIPES (ACP) ARE SUBJECT TO THE PROVISIONS OF 40 CFR-61 SUBPART M. THEREFORE, PURSUANT TO THE PROVISIONS OF 40 CFR-61-145, A NOTICE OF DEMOLITION OR ASBESTOS RENOVATION FORM MUST BE FILED WITH THE AIR QUALITY MANAGEMENT DIVISION (AQMD) OF DERM, AT LEAST TEN (10) WORKING DAYS PRIOR TO STARTING OF ANY WORK. NOTE: THAT THE BACKFILLING AND BURIAL OF CRUSHED ACP WOULD CAUSE THOSE LOCATIONS TO BE CONSIDERED ACTIVE DISPOSAL SITE AND SUBJECT TO 40 CFR-61.154 AND 40 CFR-61.151 A YEAR AFTER PROJECT COMPLETION. EXISTING STANDARD OPERATING PROCEDURES, AS WELL AS APPLICABLE FEDERAL, STATE AND LOCAL REGULATORY CRITERIA, MUST BE FOLLOWED AND IMPLEMENTED TO MINIMIZE ANY POTENTIAL RELEASE OF FUGITIVE EMISSIONS, ESPECIALLY DURING PROJECT CONSTRUCTION ACTIVITIES. THE AQMD CAN BE CONTACTED VIA EMAIL AT asbestos@miamidade.gov OR (305) 372-6925.

(REV. 04-30-2016).

THE FOLLOWING ARE REQUIREMENTS PER DEPARTMENT OF HEALTH

WATER MAIN HORIZONTAL SEPARATION

SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE.

BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES SHALL BE 3 FT. MINIMUM.

BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM. GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT LEAST 6 FT.*

* GRAVITY SEWER ONLY MAY BE REDUCED TO 3 FT. WHERE BOTTOM OF WATER IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.

10 FT. TO ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATION

SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER OR STORM SEWERS, TO BE PREFERABLY 12 INCHES OR AT LEAST 6 INCHES ABOVE OR AT LEAST 12 INCHES BELOW.*

PRESSURE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.*

* CENTER 1-FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS:
  ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS, AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.

NOTE: IN ALL CASES, INCLUDING EXCEPTIONS, REFER TO F.A.C. 62-555.314

SITE MAINTENANCE AND RESTORATION

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL, TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
2. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES CONTAINED WITHIN THE CONTRACT SPECIFICATIONS OR AS REQUIRED BY THE CITY OF HIALEAH OR ANY OTHER REGULATORY AUTHORITY. THE CONTRACTOR SHALL ALSO PROVIDE ANY ADDITIONAL EROSION CONTROL MEASURES (E.G. HYDROSEEDING, MULCHING OF STRAW, SAND BAGGING, ETC.) DICTATED BY FIELD CONDITIONS TO PREVENT EROSION OR THE INTRODUCTION OF DIRT, MUD, OR DEBRIS INTO EXISTING PUBLIC STREETS, OR ONTO ADJACENT PROPERTIES DURING ANY PHASE OF CONSTRUCTION OPERATIONS.
3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO, OR HAS BEEN PLACED IN RETENTION BASINS, DRAINS, CATCH BASINS, OR ELSEWHERE AS RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN CLEAN AND NEAT CONDITION. CONTRACTOR SHALL ASSUME RESPONSIBILITY OR ANY DAMAGE RESULTING FROM SUCH OCCURRENCE.
4. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
5. THE CONTRACTOR IS ADVISED THAT ANY SEWERS OR DRAINS, INCLUDING LATERALS, CATCH BASINS, MANHOLES OR CURBING REMOVED TO ACCOMMODATE CONSTRUCTION OR DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED IN KIND AND IN STRICT ACCORDANCE WITH MDWASD STANDARDS AND THE DETAILS PROVIDED IN THESE DRAWINGS.
6. REPLACE IN KIND SIDEWALKS, DRIVEWAYS, SWALES, IRRIGATION LINES, ETC. REMOVED OR DAMAGED DURING CONSTRUCTION OR THE STAGING OF MATERIAL OR DEWATERING.
7. ALL SITE LANDSCAPING AND SODDING SHALL BE REPLACED TO A CONDITION THE SAME AS OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION, AT NO ADDITIONAL COMPENSATION TO THE CONTRACTOR.
8. COMPLETE ALL RESTORATION AND COORDINATE INSPECTION WITH ENGINEER BEFORE INSTALLING FINAL ASPHALT OVERLAY. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE PERPENDICULAR TO THE TRAVELED ROADWAY AND FLUSH WITH EXISTING PAVEMENT. ALL PAVEMENT MARKINGS REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR.

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ER#WO17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

GENERAL NOTES

DRAWING HISTORY		
RELEASED FOR	DATE	BY
	11/13/20	

REVISIONS			
No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No: 2020-WASD-01

Engineer of Record

Jose A. Carrabello, P.E.

SHEET: G-02

DWG. No. 2 OF 32

MIAMI-DADE WATER AND SEWER DEPARTMENT

KEY PLAN

PDTS#139A4 / ERP#017313
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

DRAWING HISTORY

REVISIONS

APPROVALS

SHEET: G-03

DWG. No. 3 OF 32

MATCH LINE - SEE C-12 THIS SHEET

MATCH LINE - SEE C-25 THIS SHEET

END OF PROJECT

MATCH LINE - SEE C-24 THIS SHEET

BEGINNING OF PROJECT

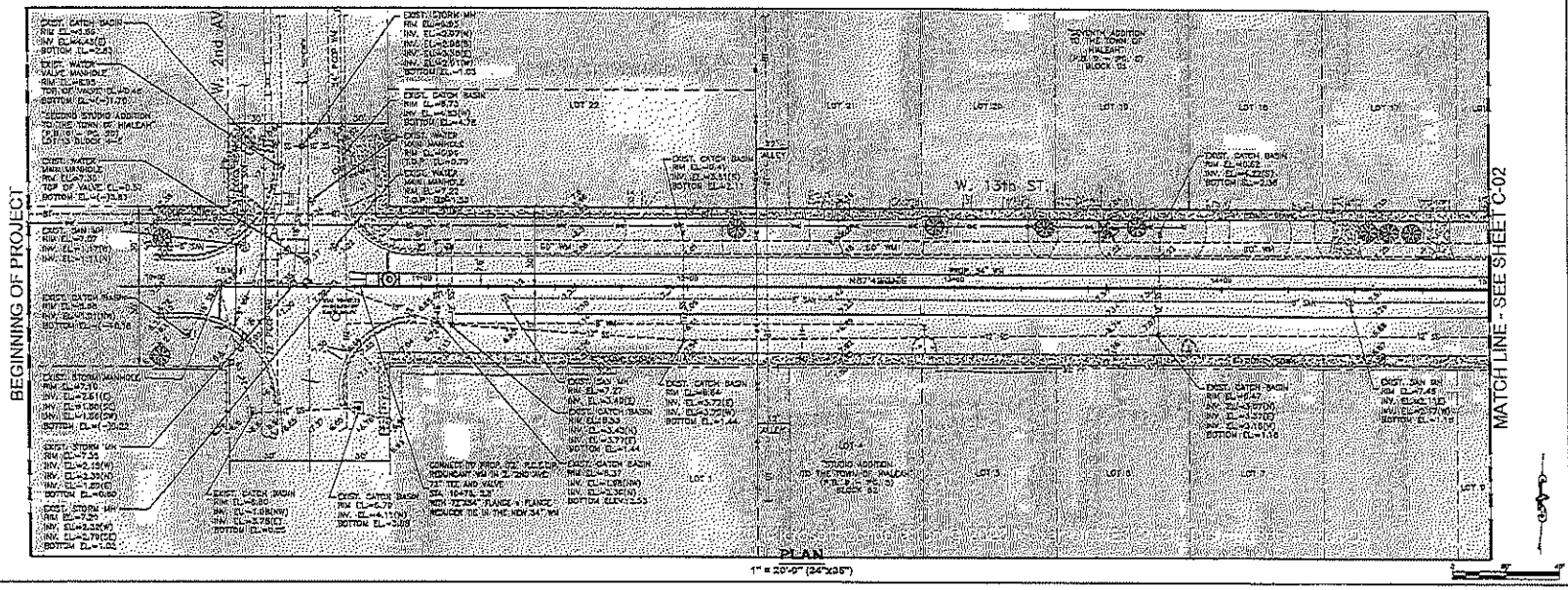
MATCH LINE - SEE C-11 THIS SHEET

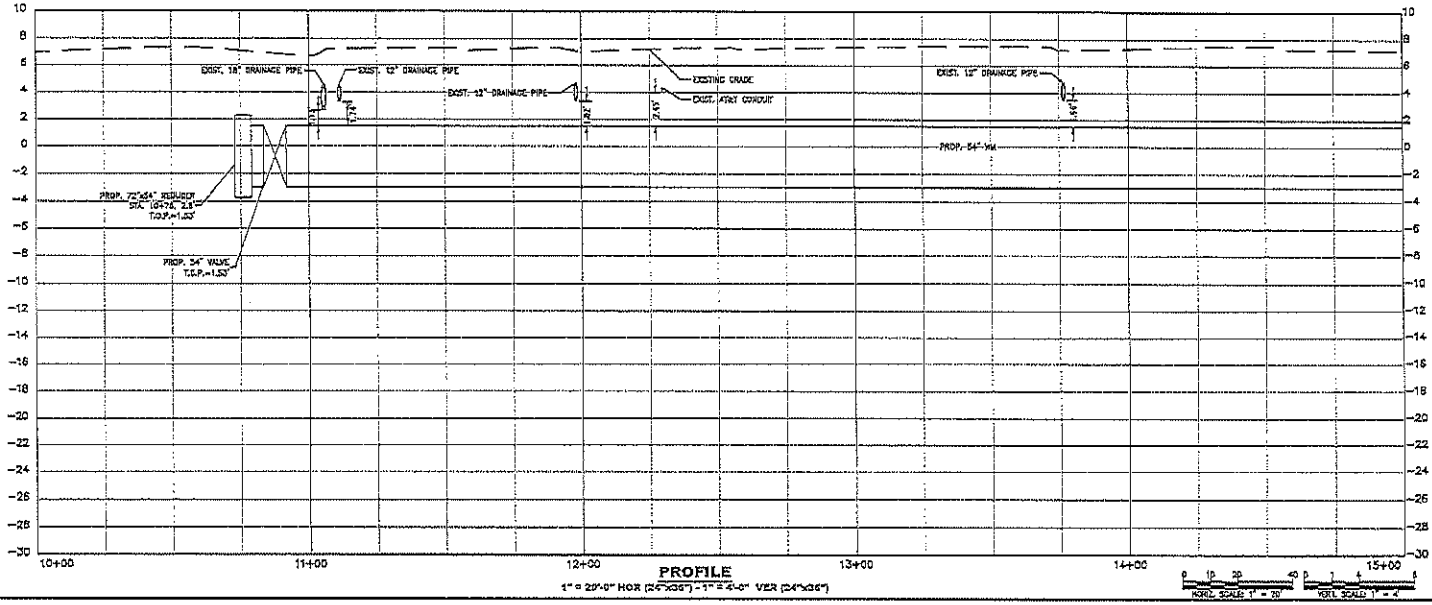
W. 4 AVE./SERVICE ROAD

W. 1st AVE.

W. 2nd AVE.

W. 3rd AVE.





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PO75/13984 / ERWO17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM NW 87 AVE. ALONG NW 25 ST. TO NW 107 AVE. ALONG NW 12 STREET

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/13/09	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No.: DB20-WASD-01
DESIGNED: SA/AR | DRAWN: CG
CHECKED: JR/CES | FINAL CHECK: CAG

Engineer of Record

Jose A. Cardenas, P.E.
State of Florida — License No. 72554
Date:

CD No.: 09015 | PO75 No.: 0984
FILE NAME: D-01
DATE: 10/19/09 | SCALE: AS SHOWN
SHEET: C-01
DWG. No. 4 OF 32

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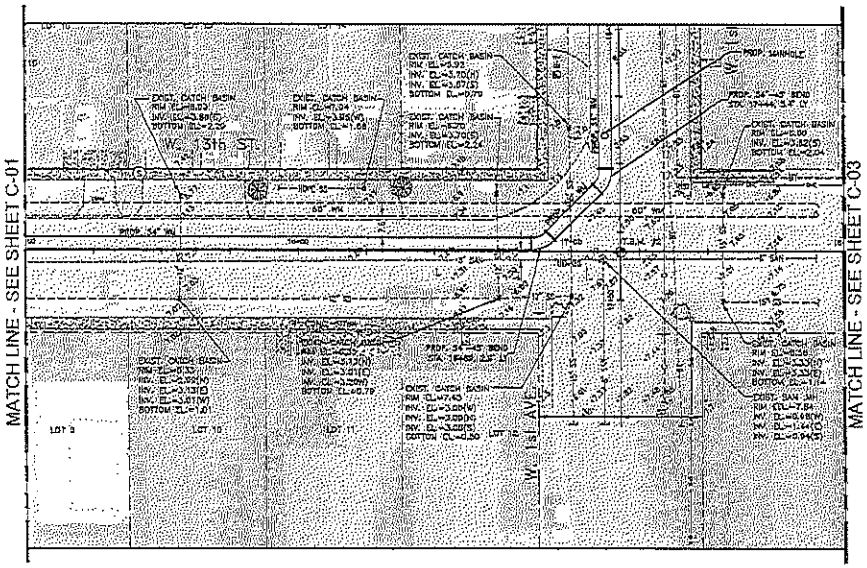
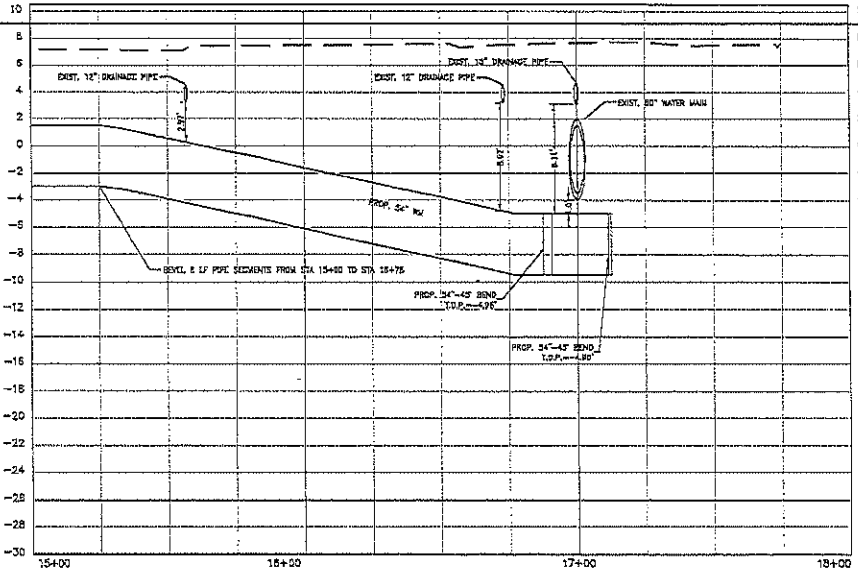


PLAN
1" = 20'-0" (24"x36")



PROFILE
1" = 20'-0" HOR (24"X36") - 1" = 4'-0" VER (24"x36")

HORIZ. SCALE: 1" = 20' | VERT. SCALE: 1" = 4'

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ERAW017115
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM N.W.E. PUMPING WATER TREATMENT PLANT TO W. 95TH STREET

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PERMIT SUBMITTAL	11/13/19	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

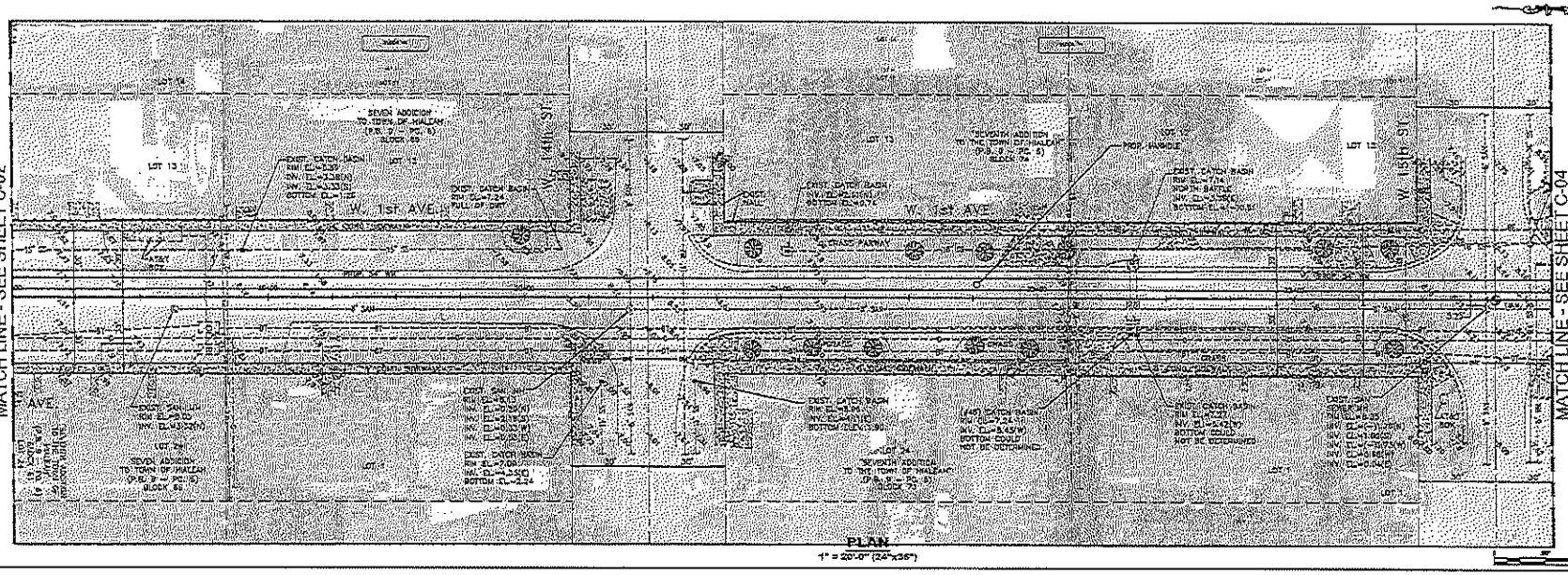
PROJECT No.: 0820-WASD-01
DESIGN: CA/AA | CHECKED: DJL
DRAWN: AA/CA/TM/JL | CHECKED: A.A.C.

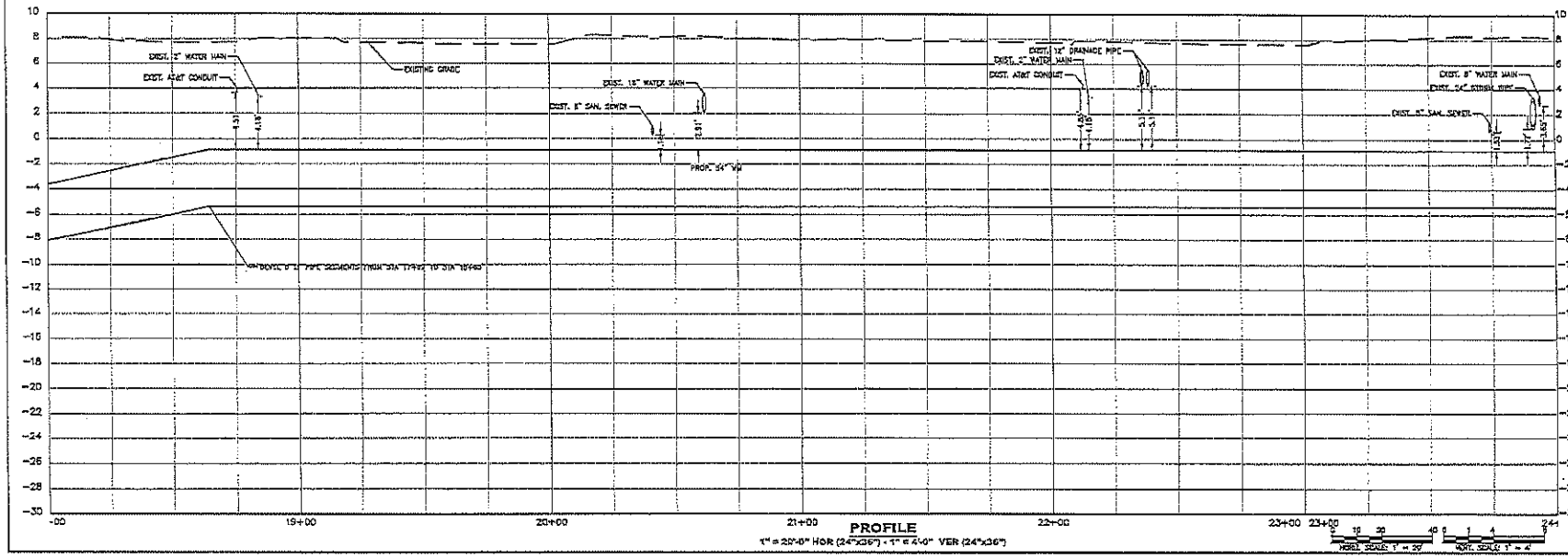
Engineer of Record

Jose A. Garabelle, P.E.
State of Florida - License No. 73554
Date:

CAD file name: | PCTS No.: 13984
FILE NAME: C-02
DATE: 10/15/21 | SCALE: AS SHOWN
SHEET: C-02
DWG. No. 5 OF 32

170





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

ces CONSULTANTS

PCTS#13984 / ERWO17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM JOHN E. PRESTON WATER TREATMENT PLANT TO WEST BOCA

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	12/2021	

REVISIONS

No.	DESCRIPTION	DATE	BY

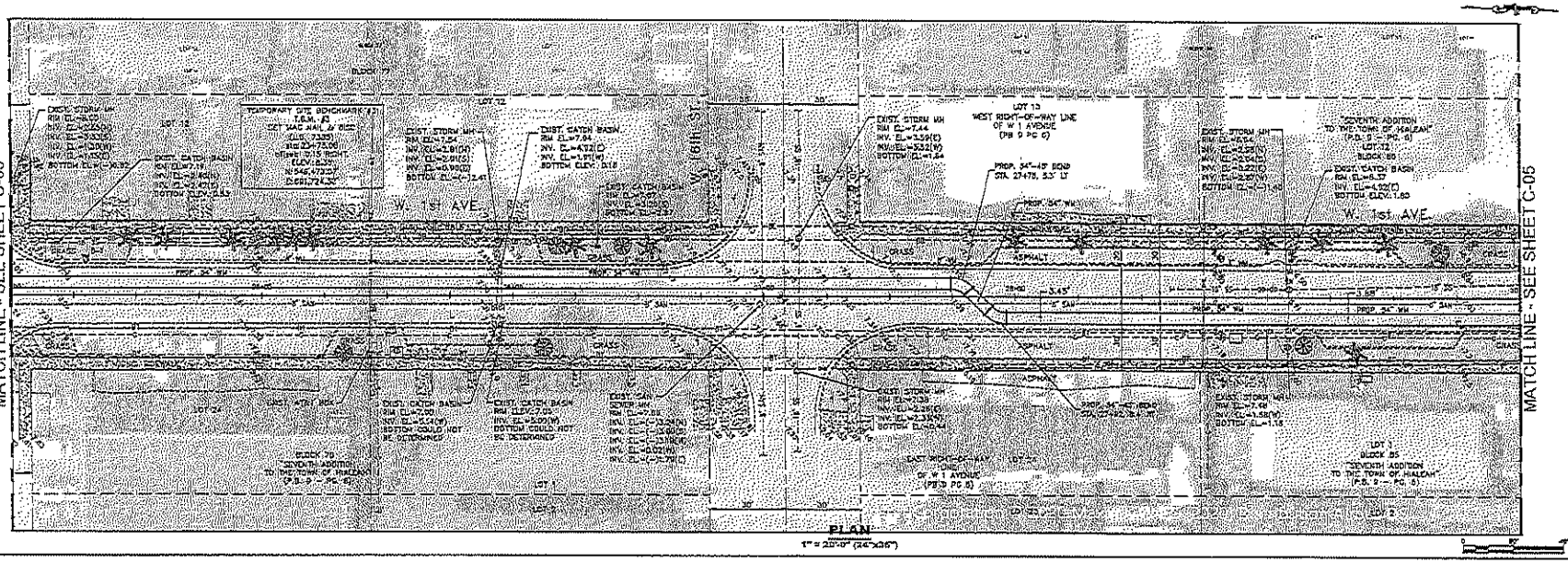
APPROVALS

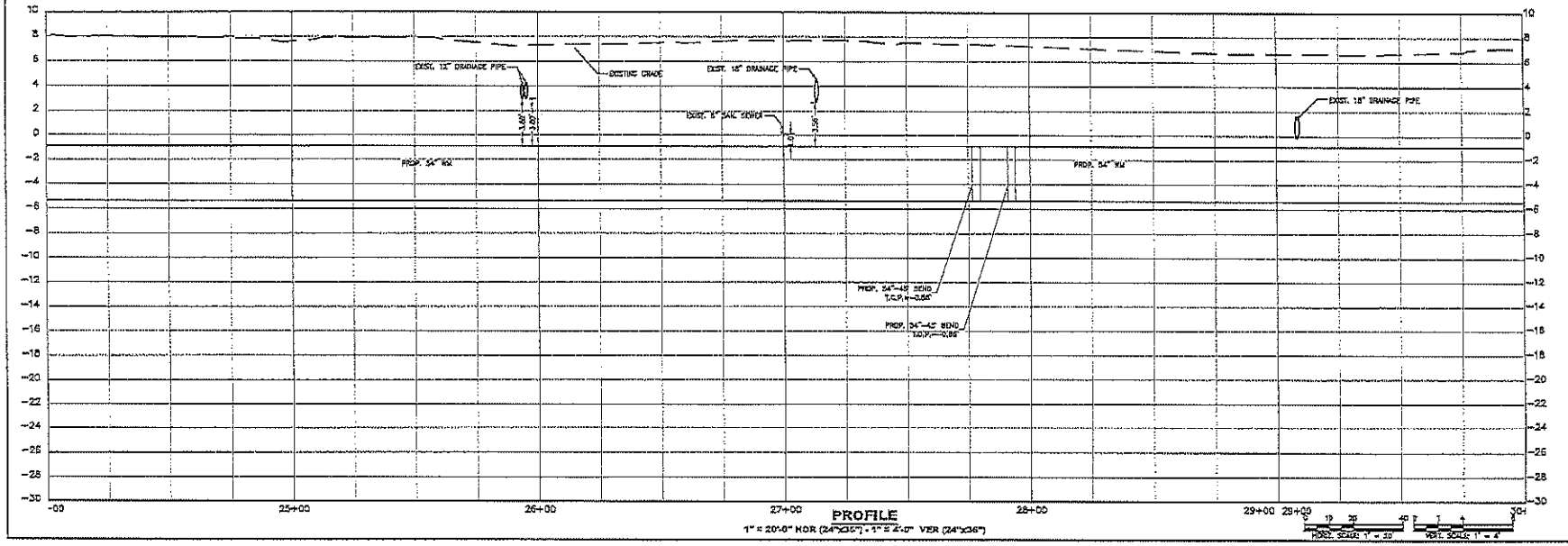
PROJECT Mgr: DB20-WASD-21
DESIGNED: CA/JA | DRAWN: CA
DRAWN: JA/CA/TAK | CHECKED: JA/CA

Engineer of Record

Jose A. Garrabella, P.E.
State of Florida - License No. 73004

DP Mgr: WATER	MDC Mgr: Date
FILE NAME: C-03	
DATE: 12/1/21	SCALE: AS SHOWN
SHEET: C-03	
DWG. No. 6 OF 32	





172

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

ces CONSULTANTS

PCTS #155184 / FRAW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 64-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/15/19	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No: D2120-WASD-01

DESIGN: DATE: CK:

DRAWN: DATE: CHECKED:

Engineer of Record

Jose A. Cardenillo, P.E.
State of Florida — License No. 75284
Date:

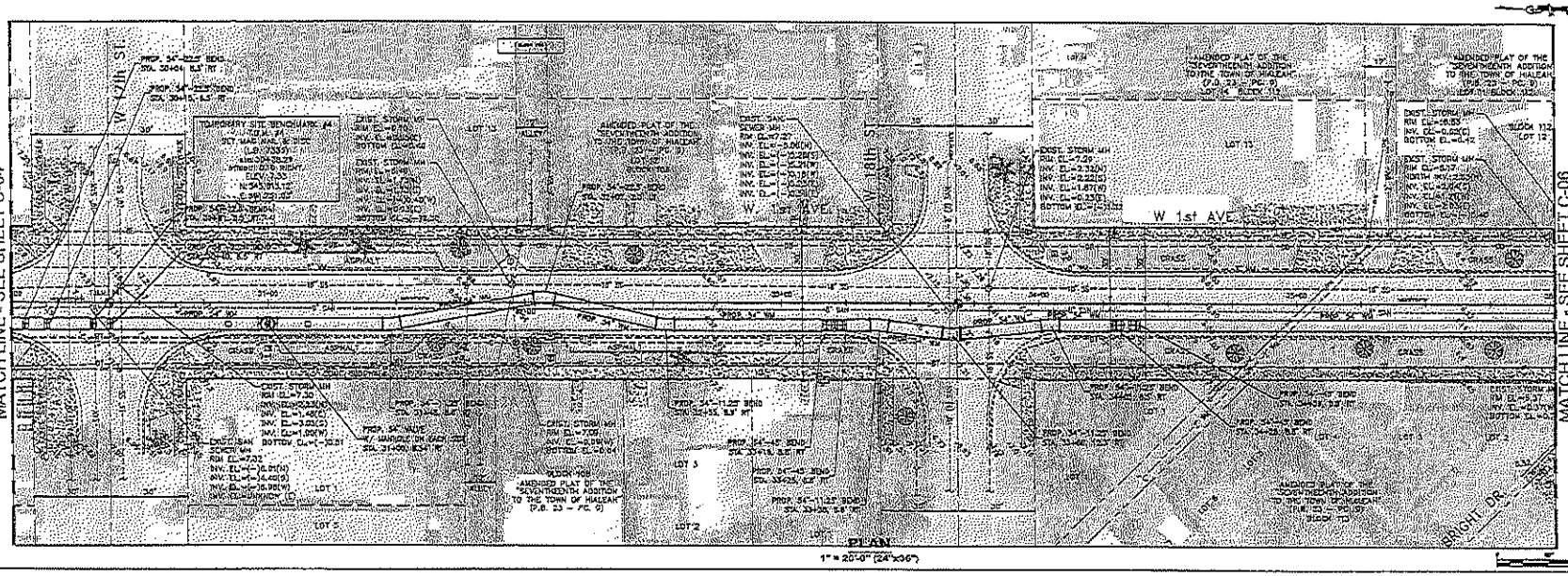
ER No.: W120 | PCTS No.: 155184

FILE NAME: D-04

DATE: 10/11/20 | SCALE: AS SHOWN

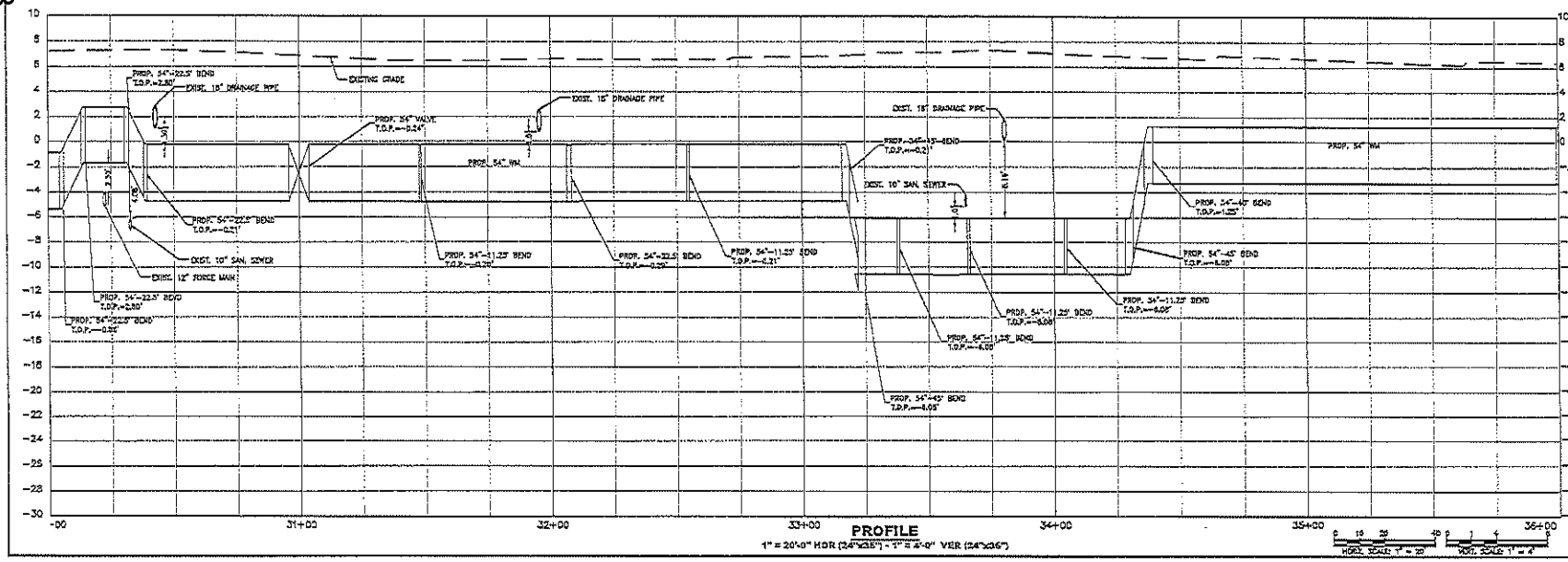
SHEET: C-04

DWG. No. 7 OF 32



PLAN

1" = 20'-0" (24"x36")



PROFILE

1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ERAW17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM JOHN E. PRESTON WATER TREATMENT PLANT TO WEST STREET

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMISSION	11/2021	

REVISIONS

No.	DESCRIPTION	DATE	BY

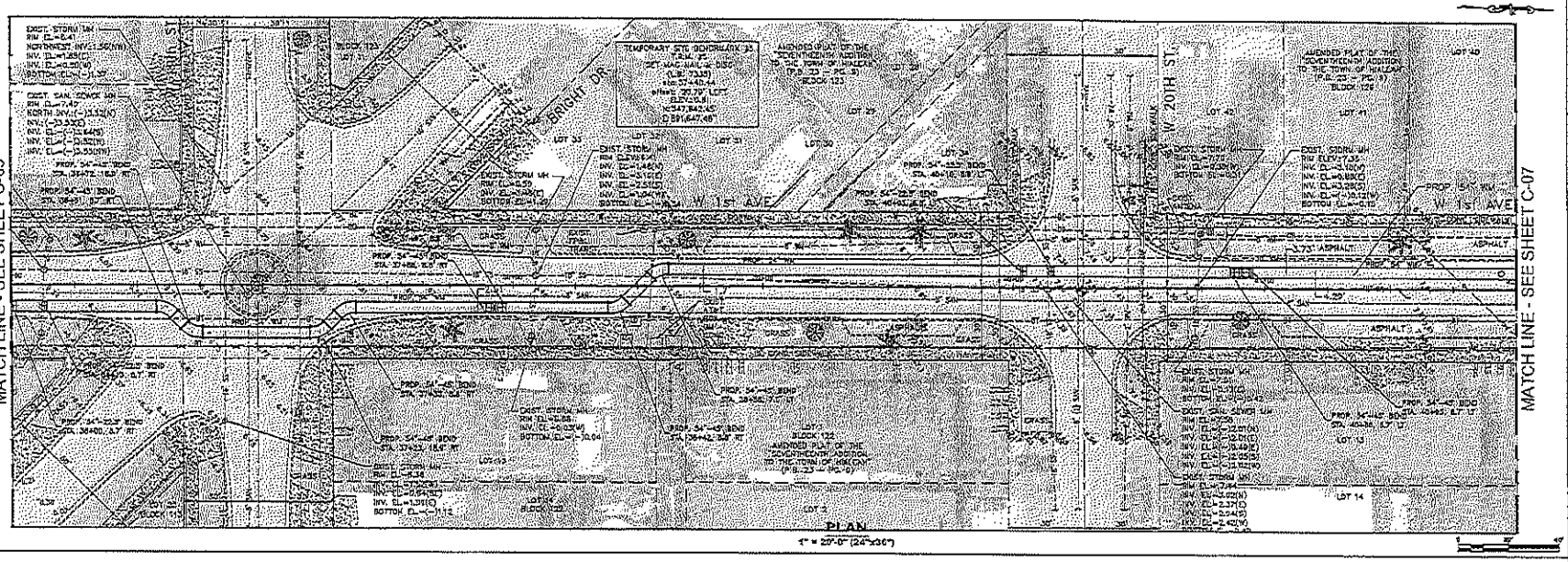
APPROVALS

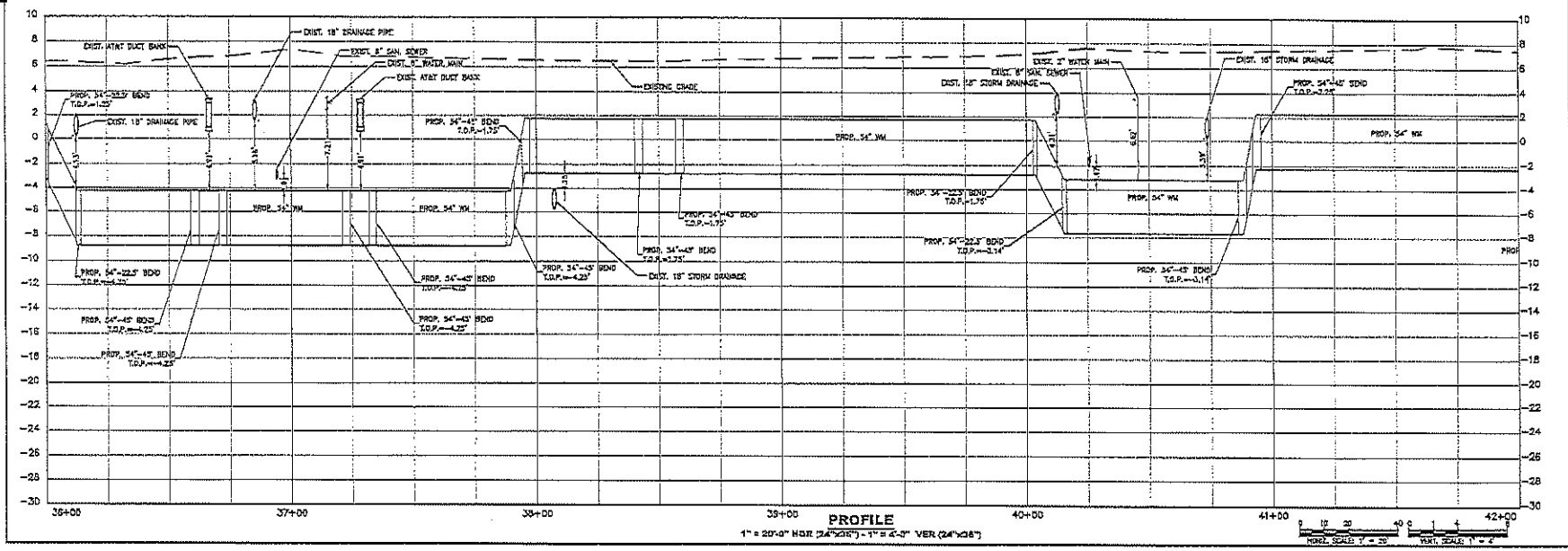
PROJECT No.: D8210-WASD-01
DESIGNED: EA/JA CHECKED: CS
DRAWN: JA/EC/RM, CHECKED: AA/C

Engineer of Record

Jose A. Castellon, P.E.
State of Florida — License No. 72054
Date: _____

SS MAP SHEETS	PCC No.: DRN
FILE NAME:	C-05
DATE: 10/01/21	SCALE: AS SHOWN
SHEET:	C-05
DWG. No.	5 OF 32





174

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCT5#13984 / ERWD17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM NW 2 AVENUE NORTH CROSSOVER PLUG IN NW 5 STREET

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PERMIT SUBMITTAL	11/14/25	

REVISIONS

No.	DESCRIPTION	DATE	BY

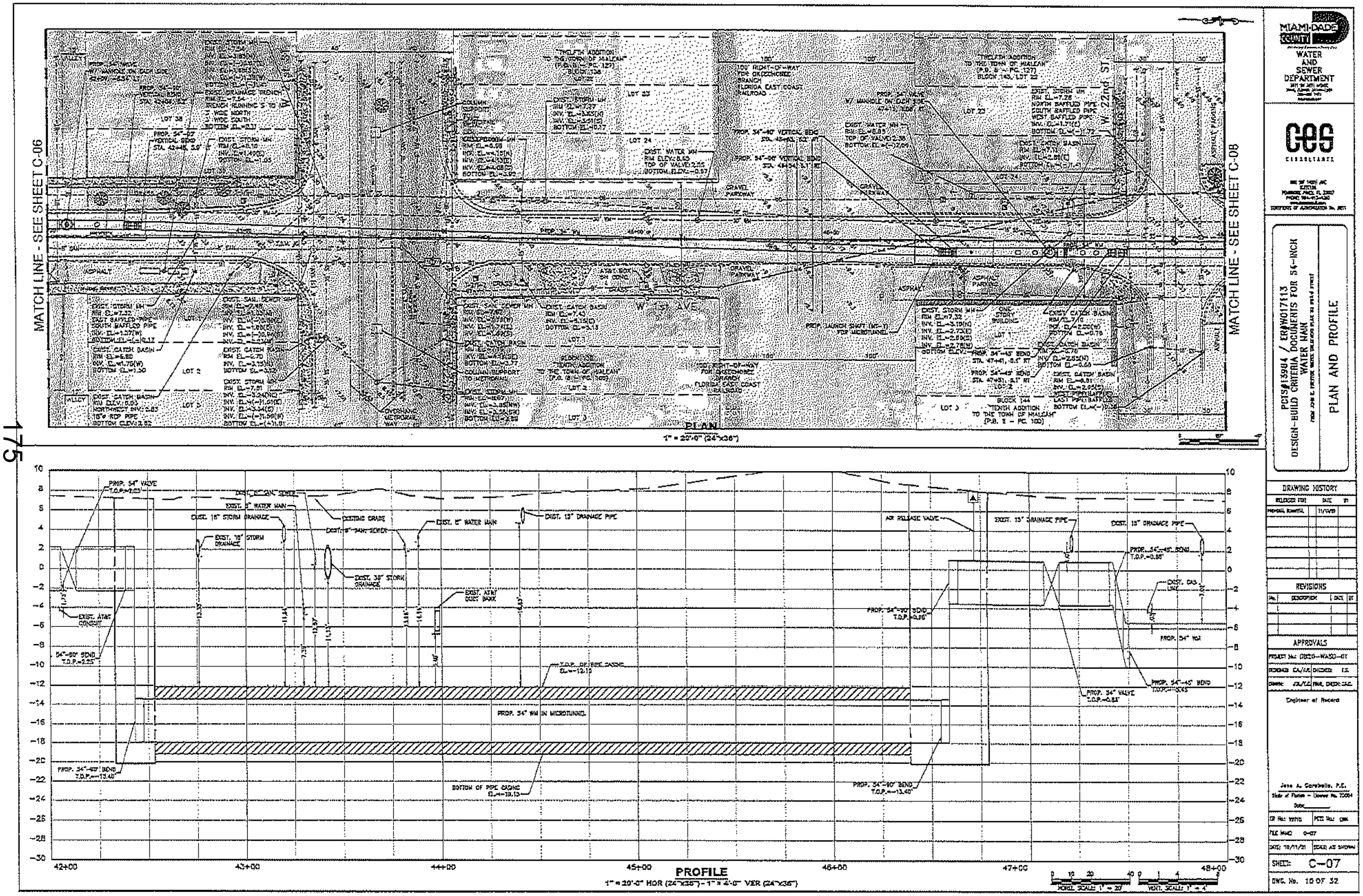
APPROVALS

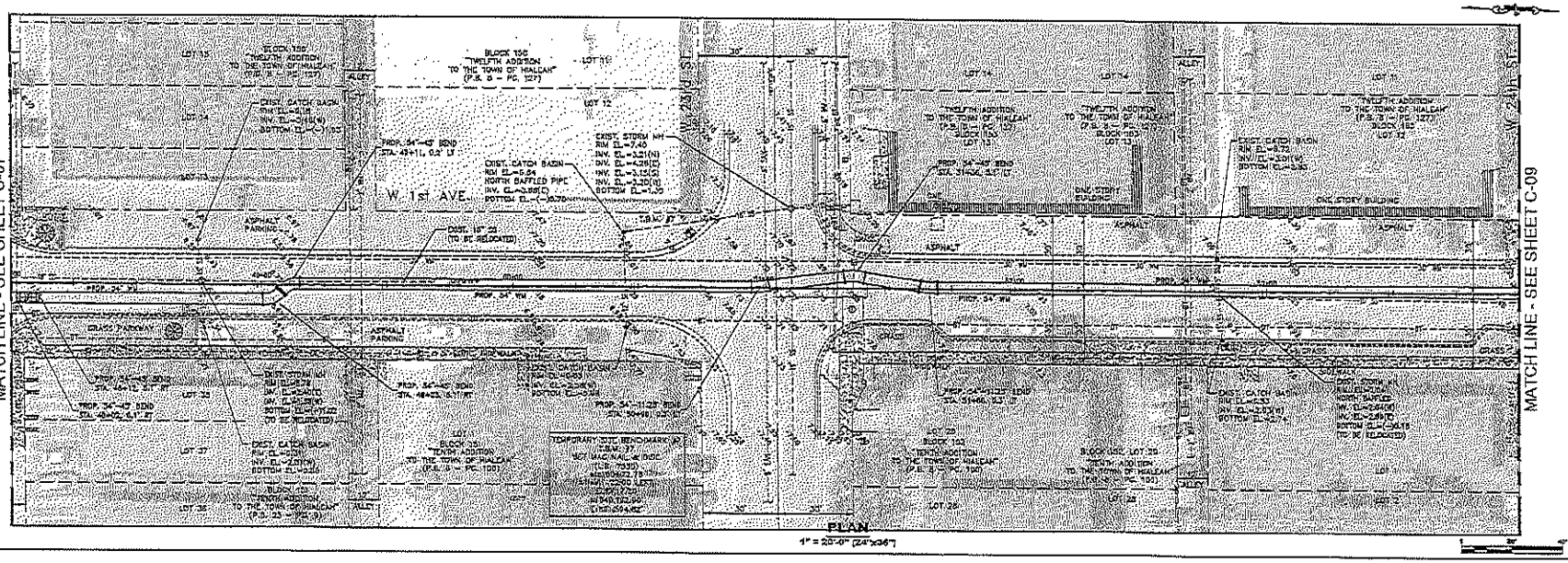
PROJECT Mgr. DB20-WASD-01
DESIGN SA/AR ENGINEER CG
Status: 30/60 FINAL DESIGN SUB.

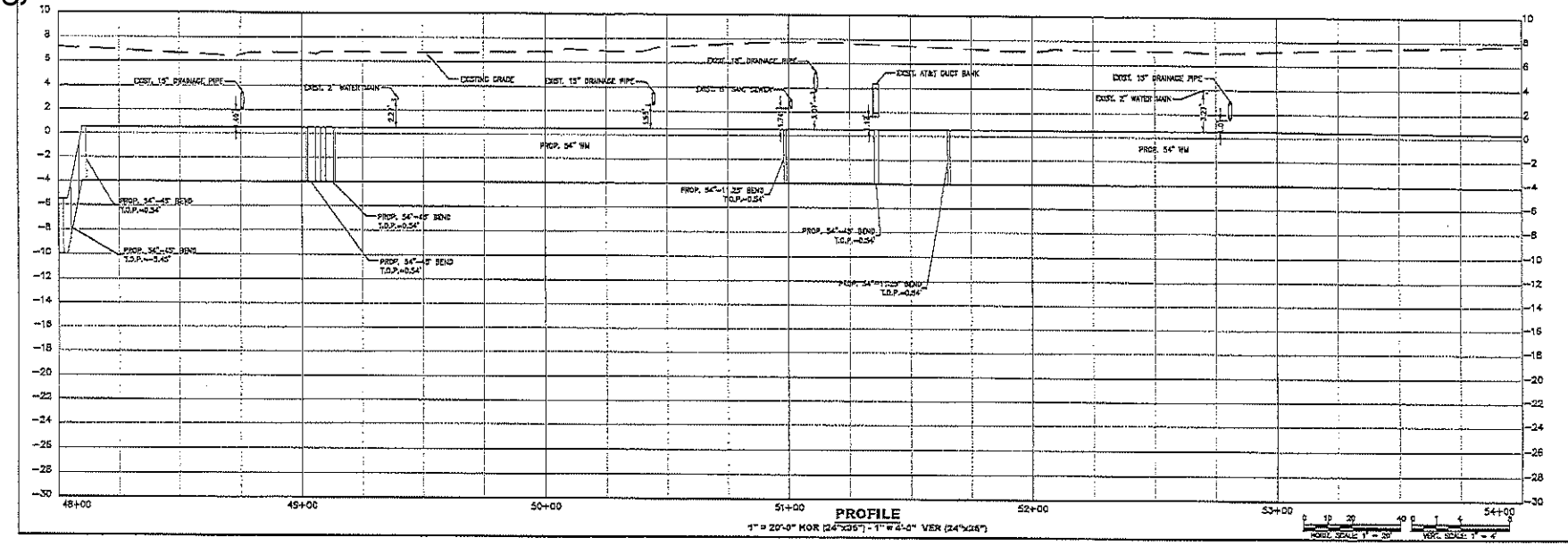
Engineer of Record

Steve A. Carrabotta, P.E.
State of Florida - License No. 73014
Date:

30 Mod. WATER	PCT5 No. 13984
FILE NAME:	D-05
DATE: 10/17/25	SCALE: AS SHOWN
SHEET:	C-05
DWG. No.	9 OF 32


MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
CES CONSULTANTS
PCTS#13904 / ER#W017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
MATCH LINE - SEE SHEET C-06
MATCH LINE - SEE SHEET C-08
W 22nd ST
W 1st AVE
PLAN
1" = 20'-0" (24"x36")
PROFILE
1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")
PROP. 54" WM IN MICROTUNNEL
BOTTOM OF PIPE CASING EL=-19.13
T.O.P. OF PIPE CASING EL=-12.13
EXISTING GRADE
AIR RELEASE VALVE
DRAWING HISTORY
REVISIONS
APPROVALS
Engineer of Record
Jose A. Carballo, P.E.
SHEET: C-07
DWG. No. 10 OF 32





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

ces CONSULTANTS

PCTS#13984 / ERAW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PERMIT SUBMITTAL	11/15/19	

REVISIONS

NO.	DESCRIPTION	DATE	BY

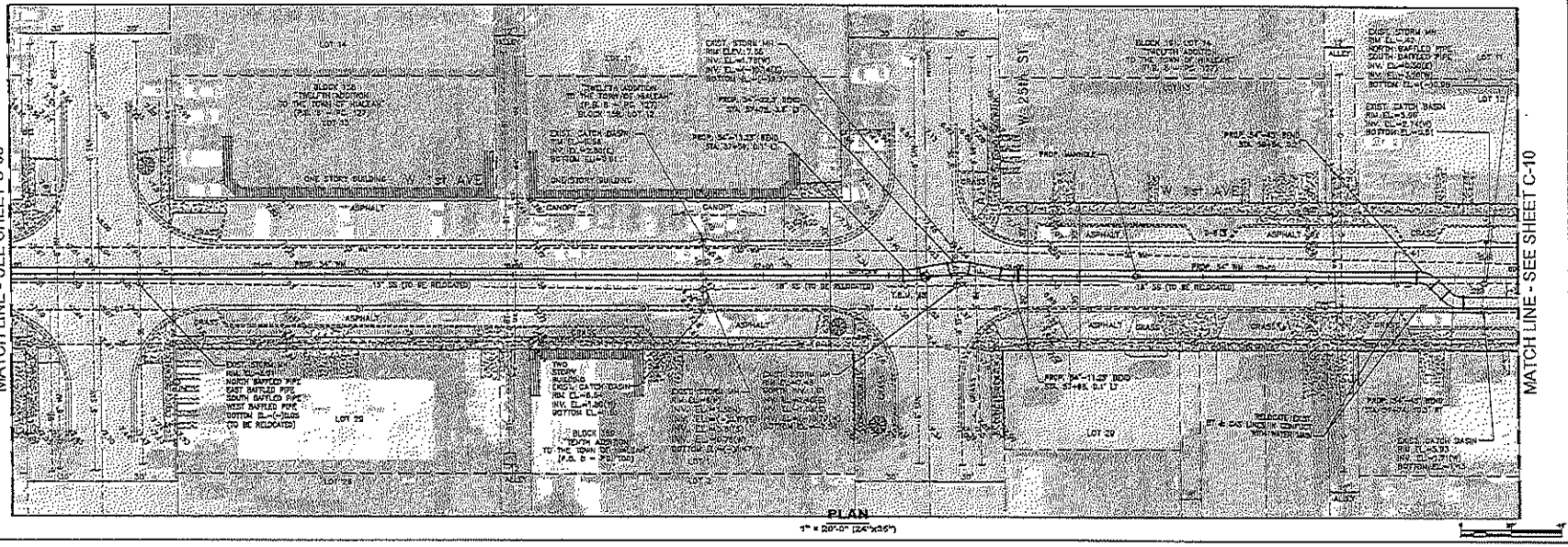
APPROVALS

PROJECT No: D820-WASD-01
DESIGNED: EA/AS DRAWN: CS
CHKD: AR/EC/MM CHKD: AAC

Engineer of Record

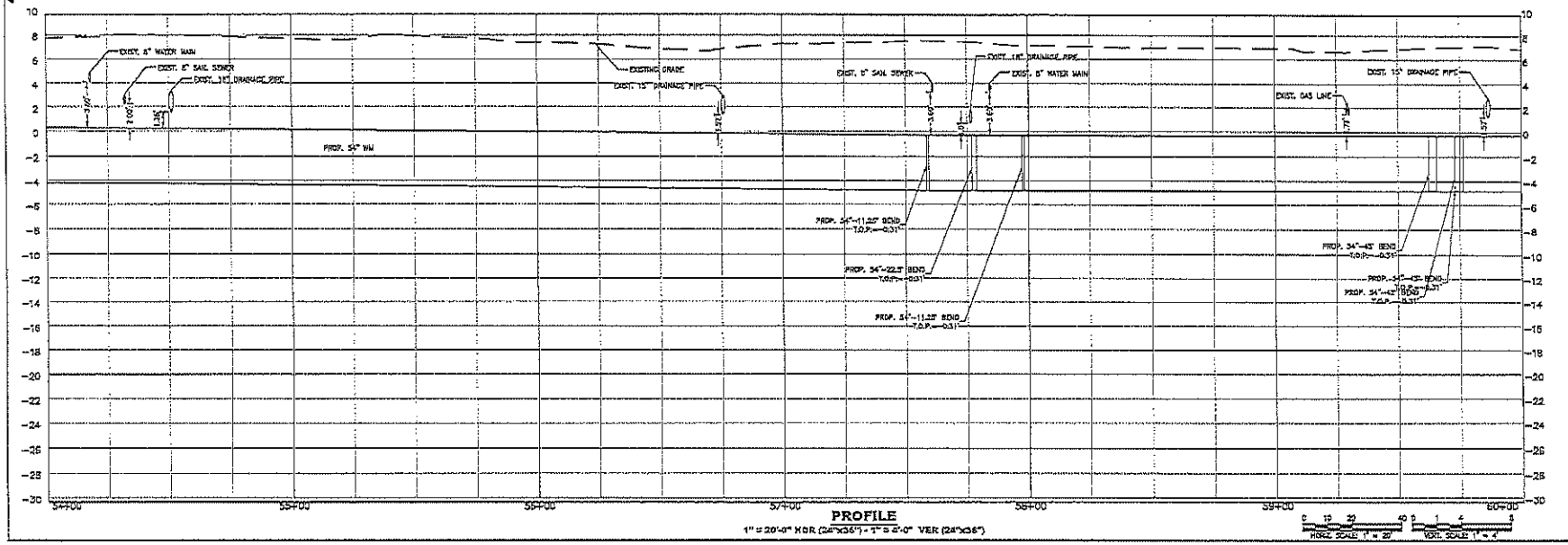
Jose A. Cardenas, P.E.
State of Florida Lic. License No. 73084
Date:

ID No: 8820 PCTS No: 13984
FILE NAME: D-08
DATE: 10/11/20 SCALE: AS SHOWN
SHEET: C-08
DWG. No. 110F 32



PLAN

1" = 20'-0" (24"x36")



PROFILE

1" = 20'-0" HOR (24"x36") - 1" = 2'-0" VER (24"x36")

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#139B4 / ERAW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM NW 87 AVENUE BOOSTER PUMP TO WEST 29TH STREET

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PERMIT SUBMITTAL	10/01/21	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No: 0820-WASD-01

DESIGNED: EA/JA CHECKED: CC

DRAWN: JA/CC FINAL CHECK: LA/JC

Engineer of Record

Jose A. Cernadas, P.E.
State of Florida - License No. 73014
Date: _____

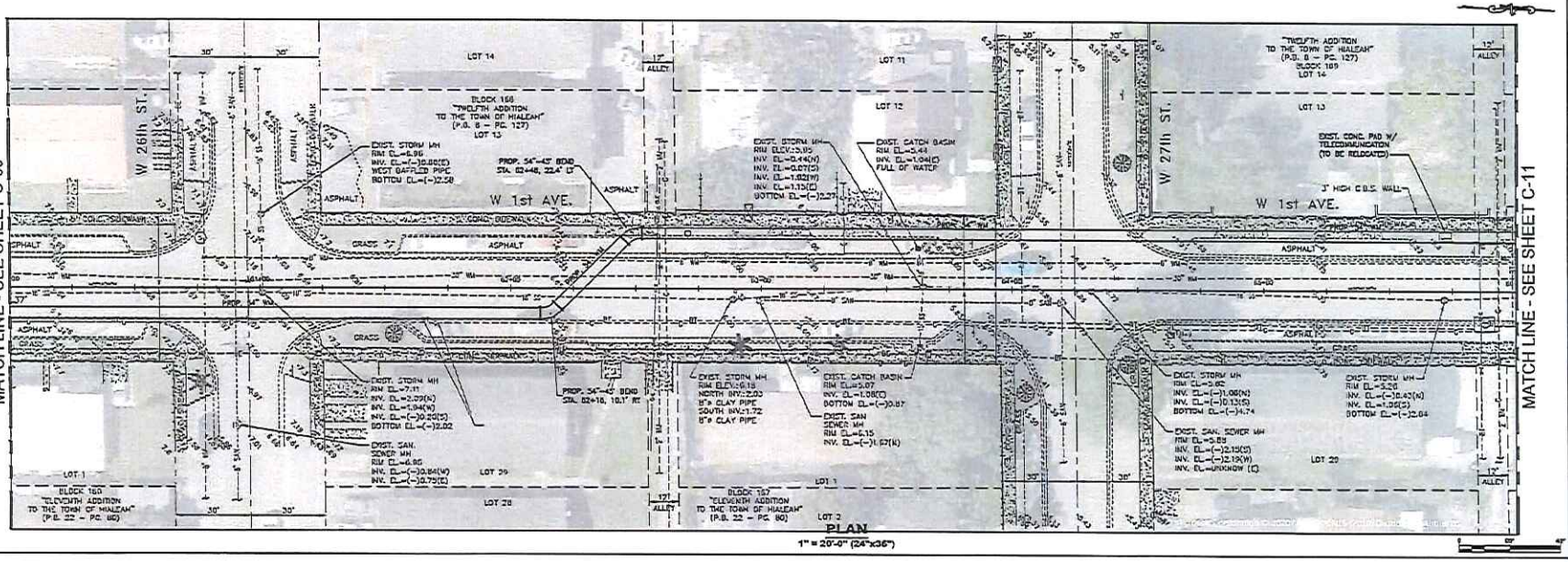
CA No.: 8655 DCS No.: DM

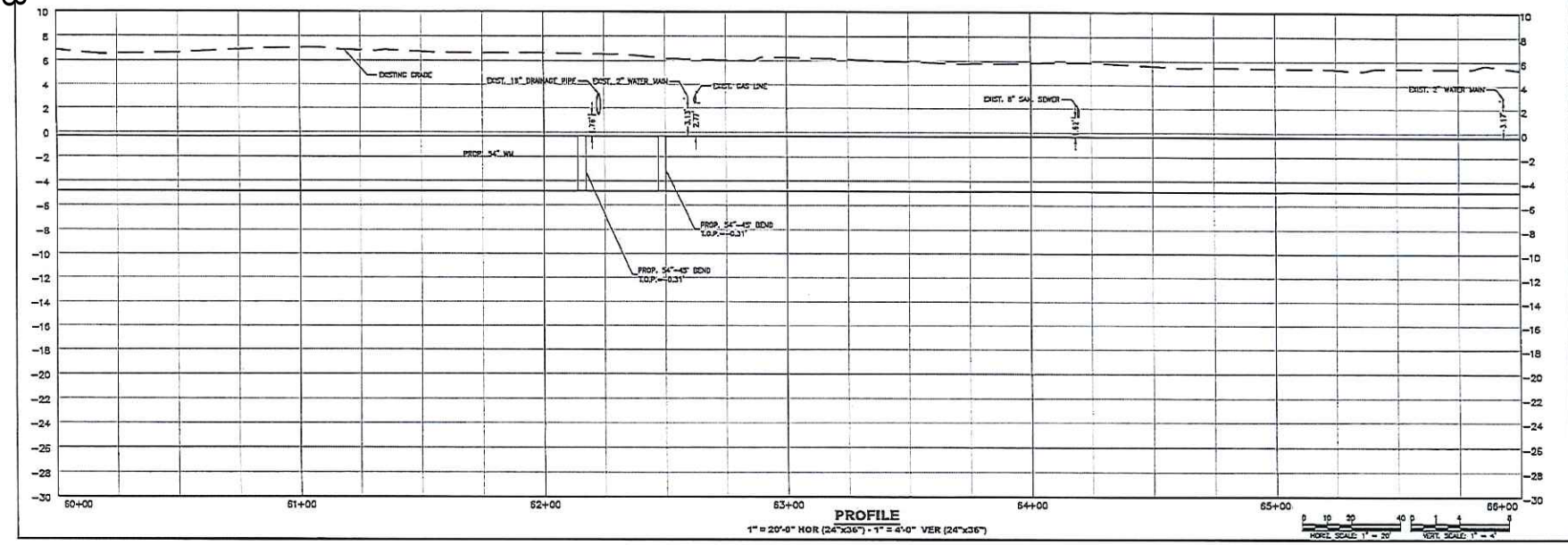
FILE NAME: C-09

DATE: 10/01/21 SCALE: AS SHOWN

SHEET: C-09

DWG. No. 12 OF 32





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ERWO17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54"-INCH WATER MAIN
FROM NW 6 STREET TO NW 4 STREET

PLAN AND PROFILE

DRAWING HISTORY

REVISED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/13/20	

REVISIONS

No.	DESCRIPTION	DATE	BY

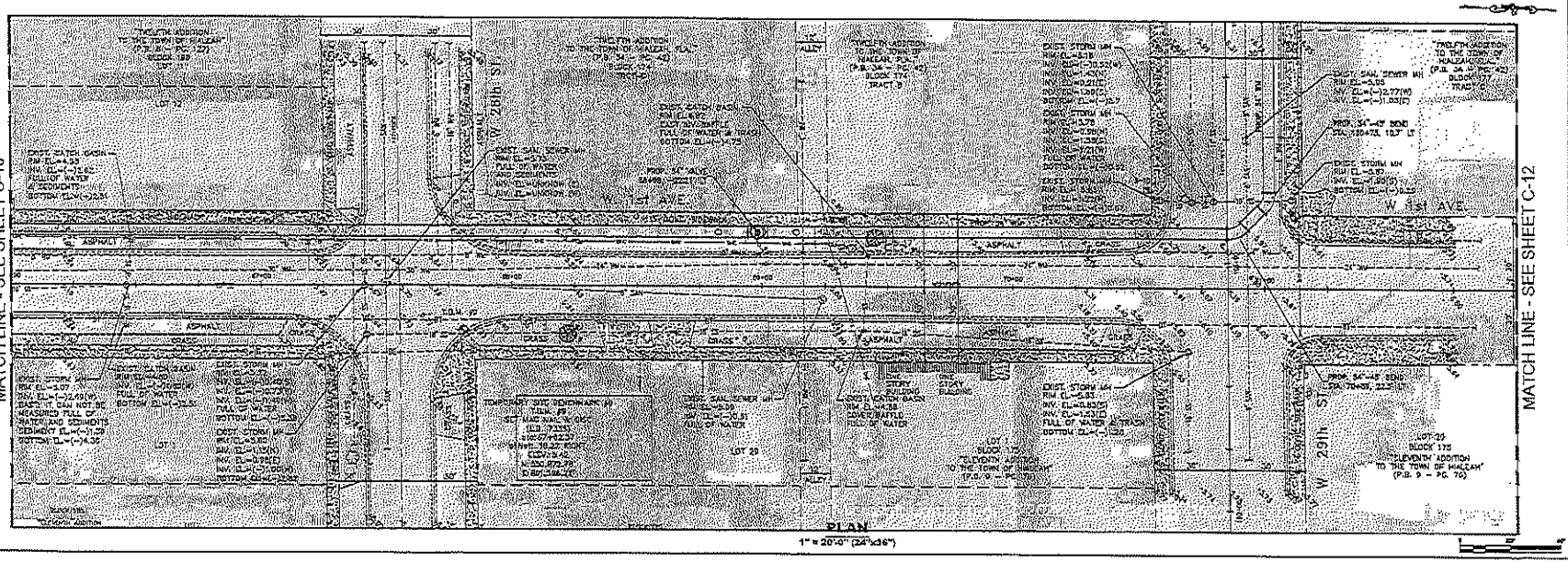
APPROVALS

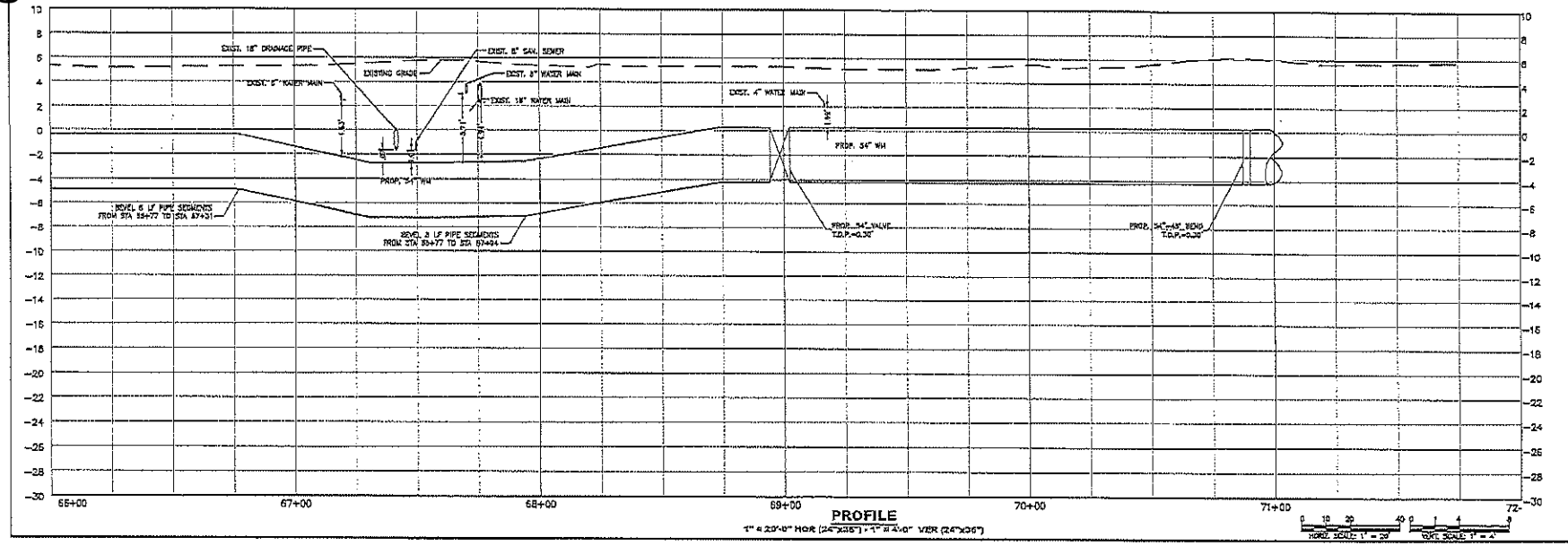
PROJECT No.: D20-WASD-01			
DESIGNED: EA/AR	CHECKED:	E.S.	
DRAWN: JE/CC	FINAL CHECK:	J.A.C.	

Engineer of Record

Jose A. Carballo, P.E.
State of Florida – License No. 72054
Date: _____

CI No.: WATER	PCTS No.: 13984
FILE NAME: C-10	
DATE: 10/11/21	SCALE: AS SHOWN
SHEET: C-10	
DWG. No. 13 OF 32	





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#153984 / ERP#017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/13/09	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT Mgr. DB30-WASD-01
DESIGNER DA/JA/JR CHECKED CG
DRAWN JR/CG/TMG, PROP/JAG

Engineer of Record

Jose A. Cardobella, P.E.
State of Florida – License No. 72854
Date:

XR Ref. Name	PCTS Ref. Use
PLT NAME	C-11
DATE 10/01/01	SCALE AS SHOWN

SHEET: C-11

DWG. No. 14 OF 32

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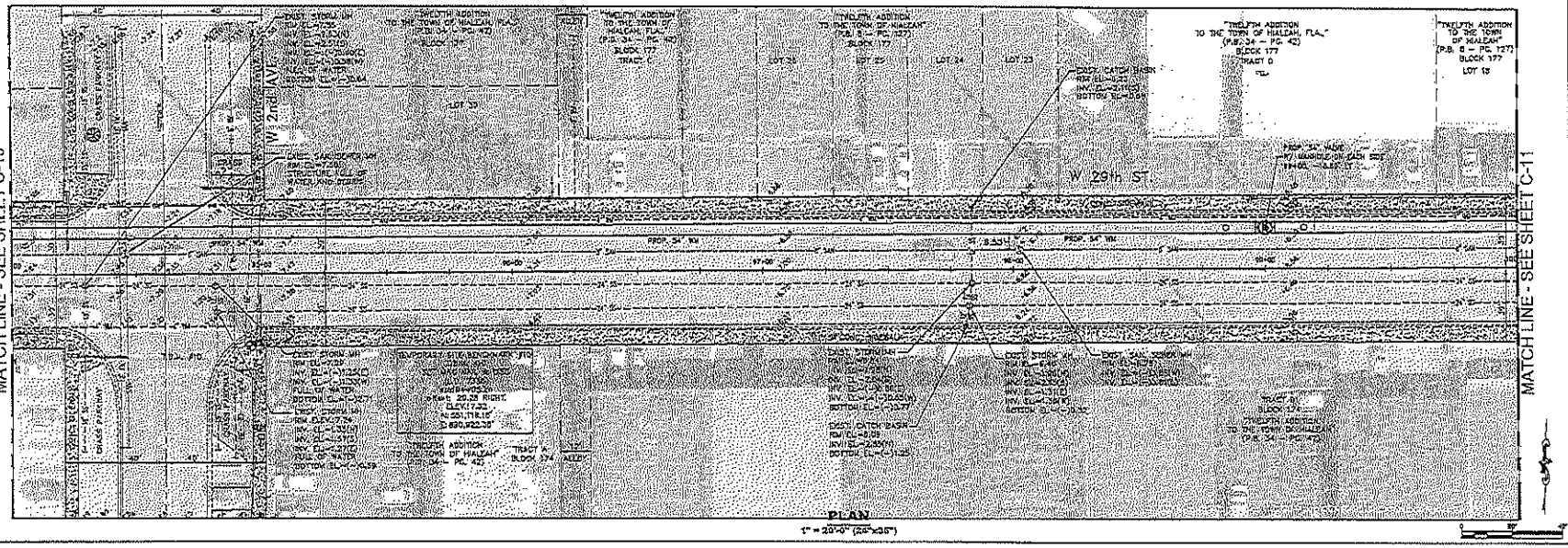
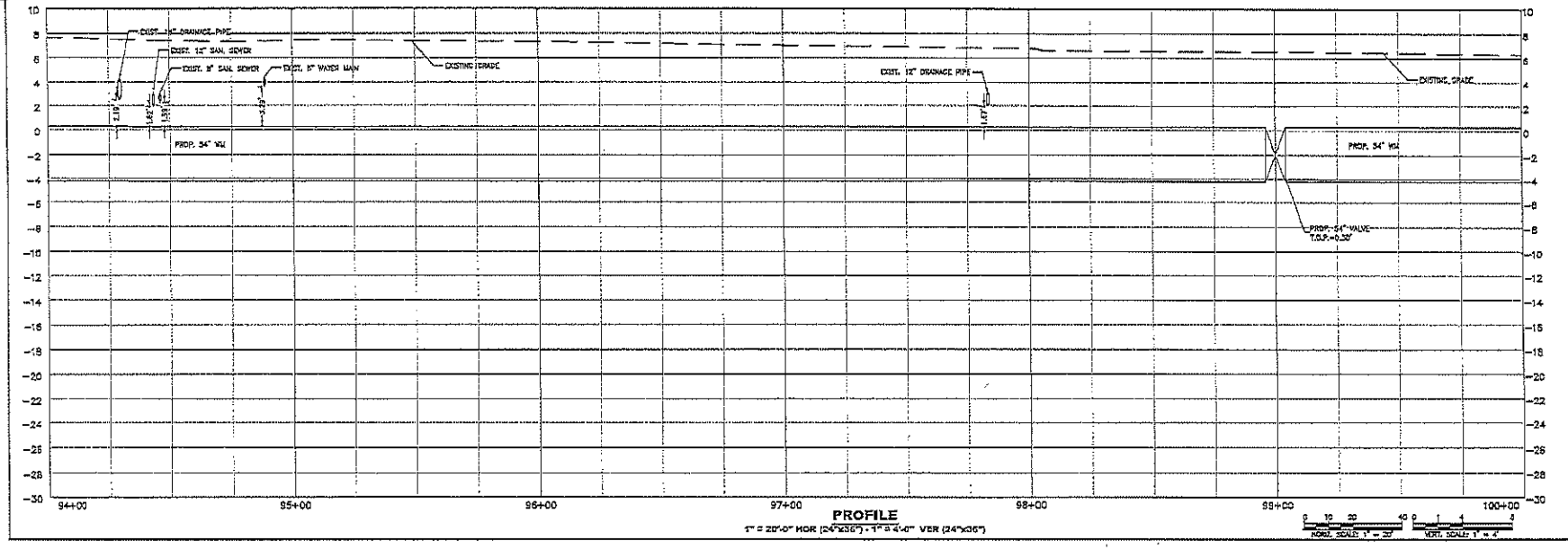




MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ERP#017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM JOHN E. PRESTON WATER TREATMENT PLANT TO VENETIAN CAUSEWAY

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PERMITTING SUBMITTAL	11/14/22	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

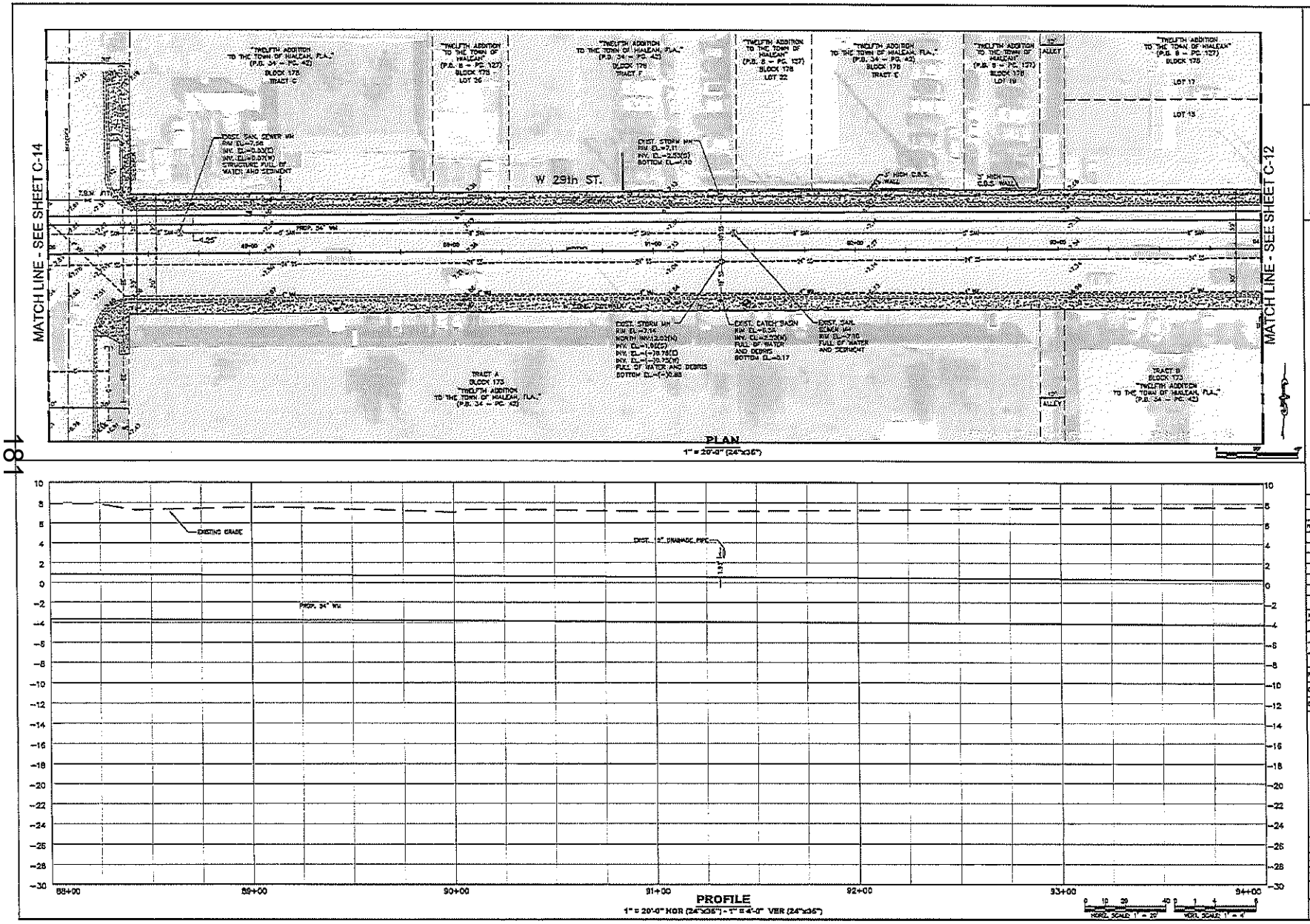
PROJECT MGR: OB20-WASD-01
DESIGNED: EA/J.R. | DRAWN: C.S.
CHECKED: JR/CE | FINAL CHECK: J.A.C.

Engineer of Record

Jose A. Carballo, P.E.
State of Florida - License No. 73384
Date:

CAD FILE NAME:	PCTS FILE NO. 13984
FILE NAME:	C-12
DATE: 12/11/22	SCALE: AS SHOWN

SHEET: C-12
DWG. No. 15 OF 32



MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

ces CONSULTANTS

PCTS#13984 / ERAW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM JOHN E. CHESTON WATER TREATMENT PLANT TO W 49th STREET

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PERMITTING SUBMITTAL	11/12/21	

REVISIONS

NO.	DESCRIPTION	DATE	BY

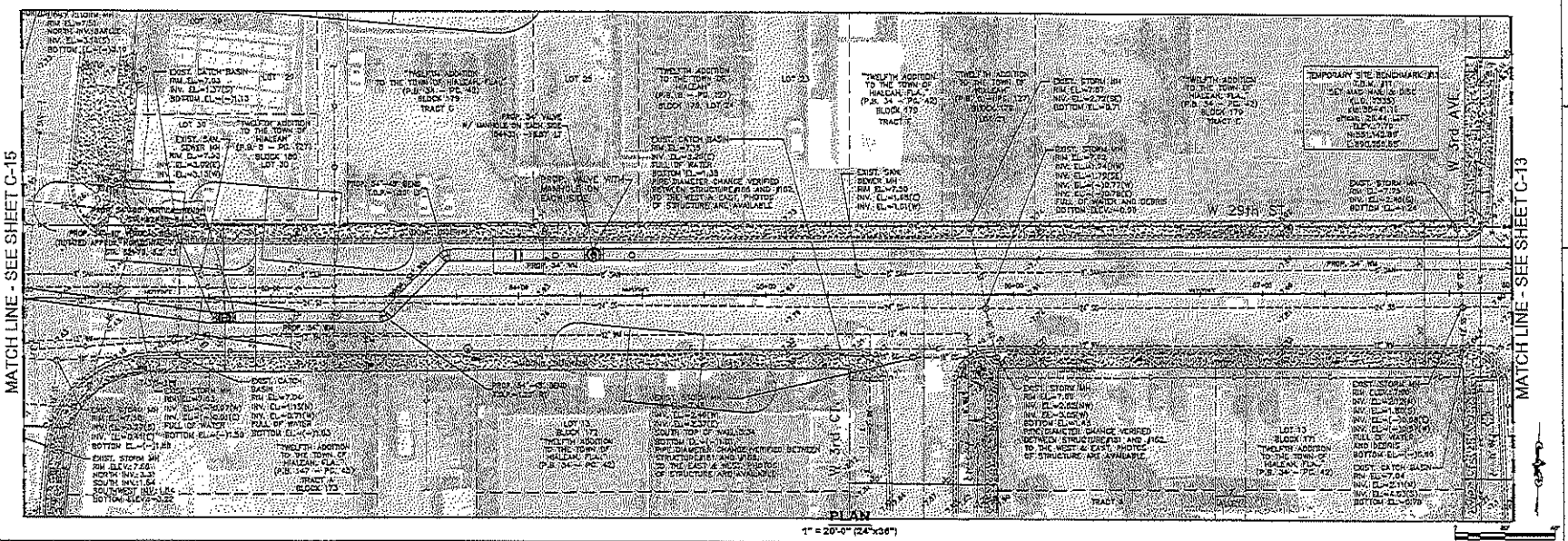
APPROVALS

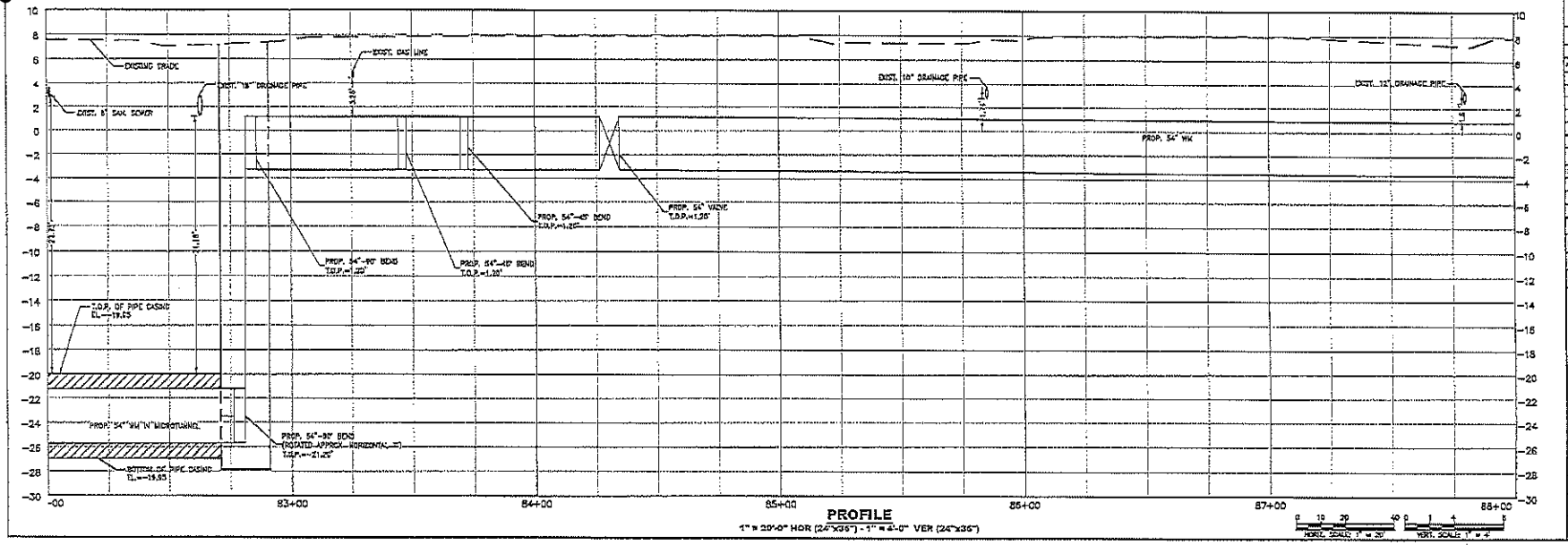
PROJECT MGR: DB20-WASD-01
DESIGNED: CA/AR CHECKED: CS
DRAWN: AR/CC/RM CHECKED:

Engineer of Record

Jose A. Castellon, P.E.
State of Florida - License No. 72014
Date:

ED MGR: [illegible] PCTS MGR: DMK
FILE NAME: C-13
DATE: 10/1/21 SCALE: AS SHOWN
SHEET: C-13
DWG. No. 16 OF 32





182

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

#CES#13984 / EHWH017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/14/19	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No: DB20-WASD-01

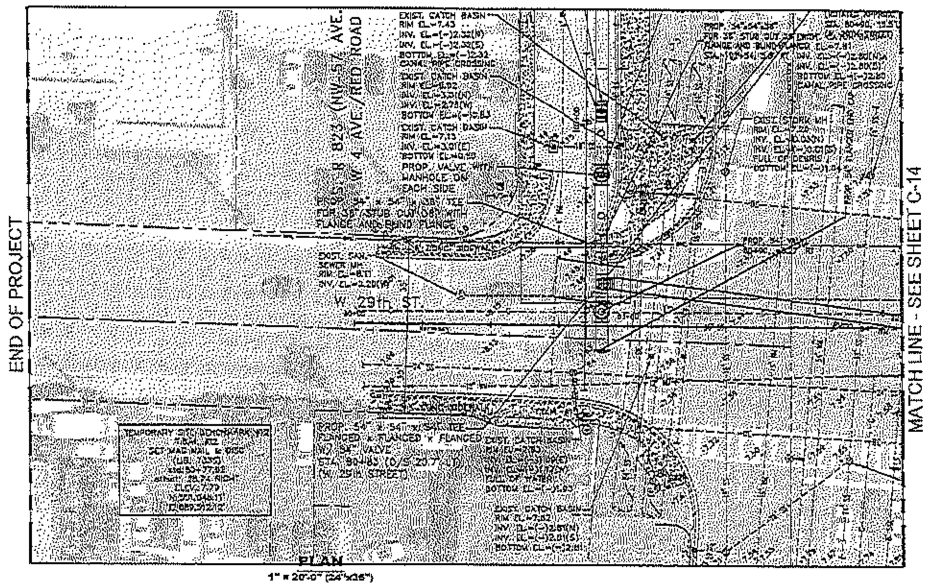
RESPONSIBLE: EA/LA: CHECKED: S.C.

DRAWN: J.R./CC/TAR, CHECK: J.A.C.

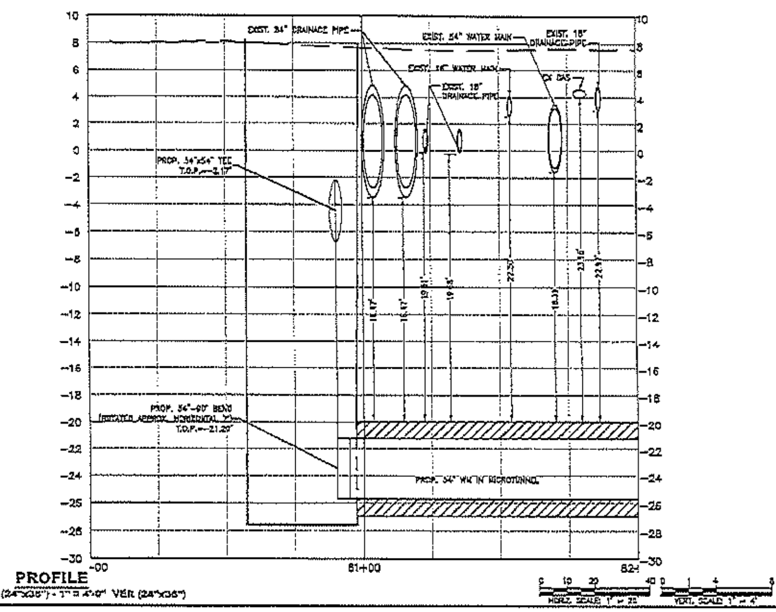
Engineer of Record

Jose A. Carballo, P.E.
State of Florida - License No. 33954
Date:

DB No: WASD	MDC No: 13984
FILE NAME: C-14	
DATE: 10/01/20	SCALE: AS SHOWN
SHEET: C-14	
DWG. No. 17 OF 32	



PLAN
1" = 20'-0" (24"x36")



PROFILE
1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ER#W017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

REVISIONS

NO.	DESCRIPTION	DATE	BY

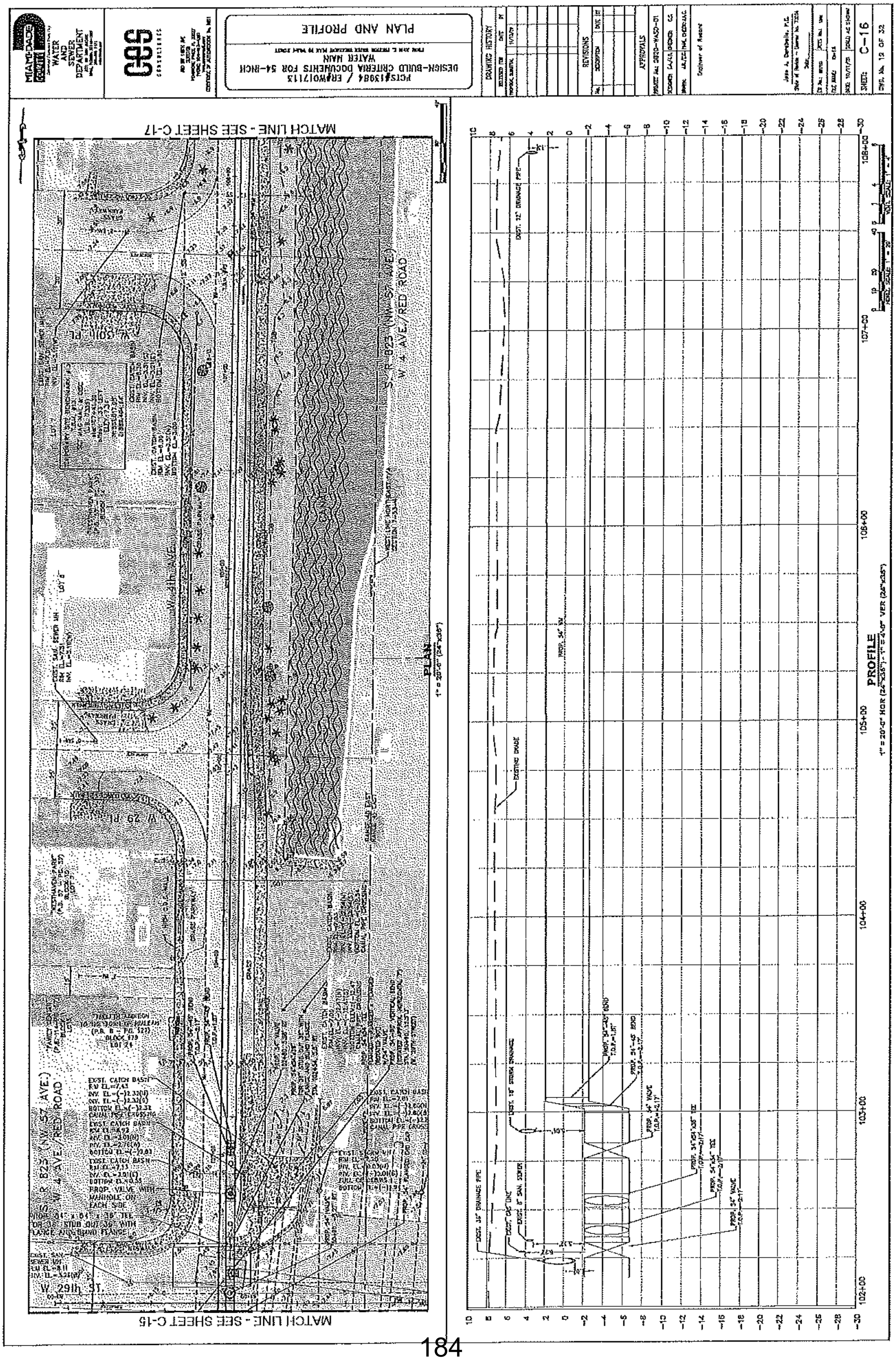
APPROVALS

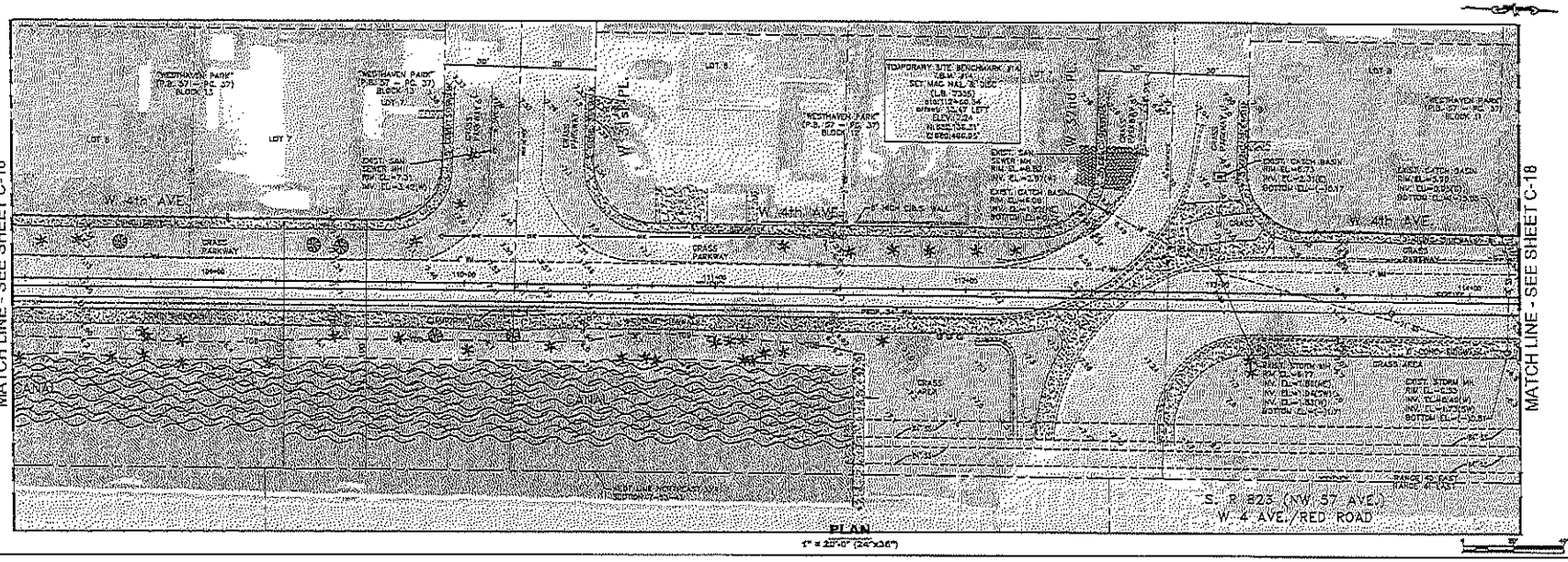
Engineer of Record

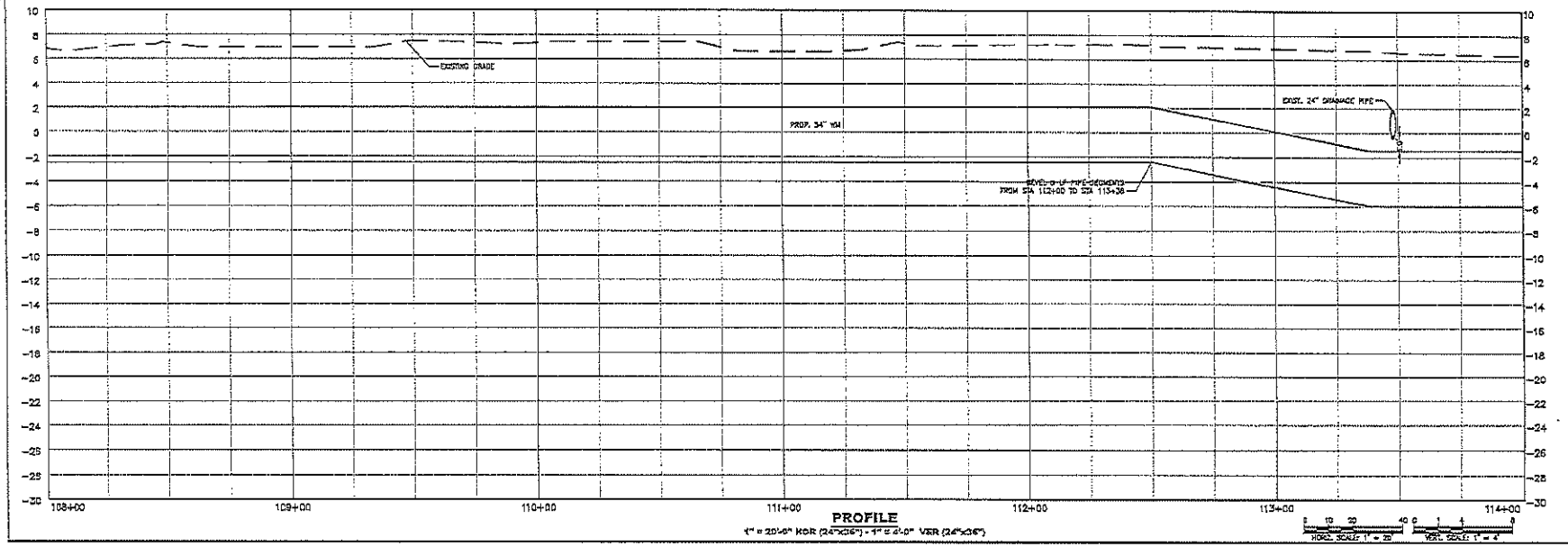
Jose A. Caraballo, P.E.

SHEET: C-15

DWG. No. 18 OF 32


MIAMI-DADE WATER AND SEWER DEPARTMENT
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
PLAN AND PROFILE
DRAWING HISTORY
REVISIONS
APPROVALS
SHEET: C-16
DWG. No. 12 OF 32
MATCH LINE - SEE SHEET C-17
MATCH LINE - SEE SHEET C-15
S.R. 823 (NW 57 AVE.)
W 4 AVE./RED ROAD
W. 29 PL
W. 29th ST.
PLAN
1" = 20'-0" (24"x36")
PROFILE
1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")
102+00
103+00
104+00
105+00
106+00
107+00
108+00
EXISTING GRADE
PROP. 54" WM





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

ces CONSULTANTS

PCTSA13984 / ERPW017115
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/1/23	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No.: D22D-WASD-01

DESIGNED: EA/CR | DETAILED: CR

DRAWN: AR/LG | FINAL CHECK: AAZ

Engineer of Record

Jose A. Cardenas, P.E.
State of Florida - License No. 73084
Date: _____

EOR Init: WSMS | PCCS No.: 1366

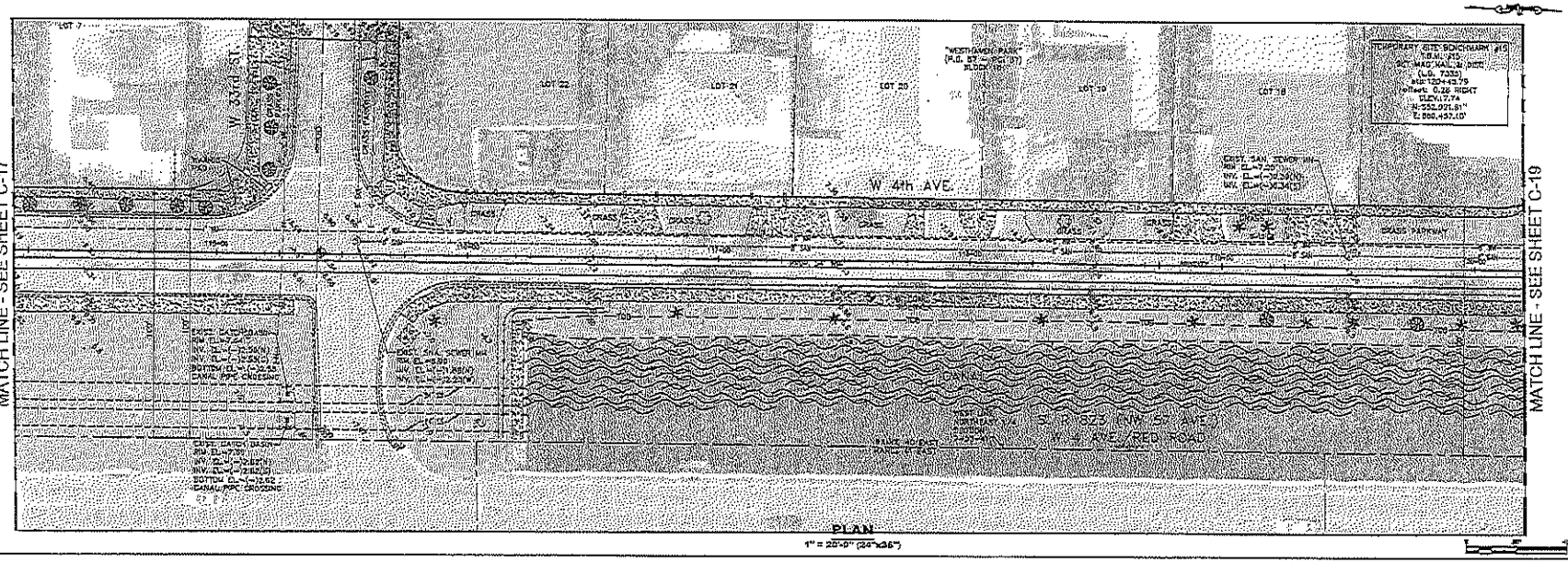
FILE NAME: C-17

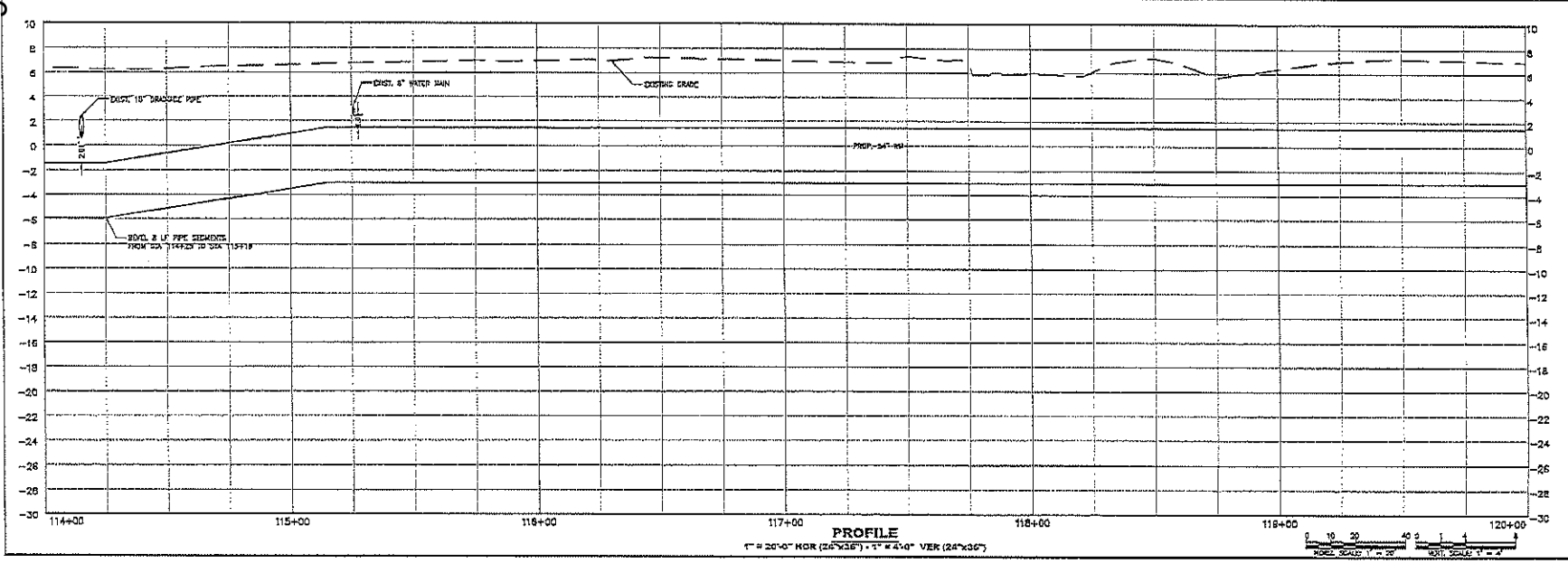
DATE: 10/11/23 | SCALE: AS SHOWN

SHEET: C-17

DWG. No. 20 OF 32

185





MIAMI-DADE WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#139864 / ERAP017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	10/15/21	

REVISIONS

No.	DESCRIPTION	DATE	BY

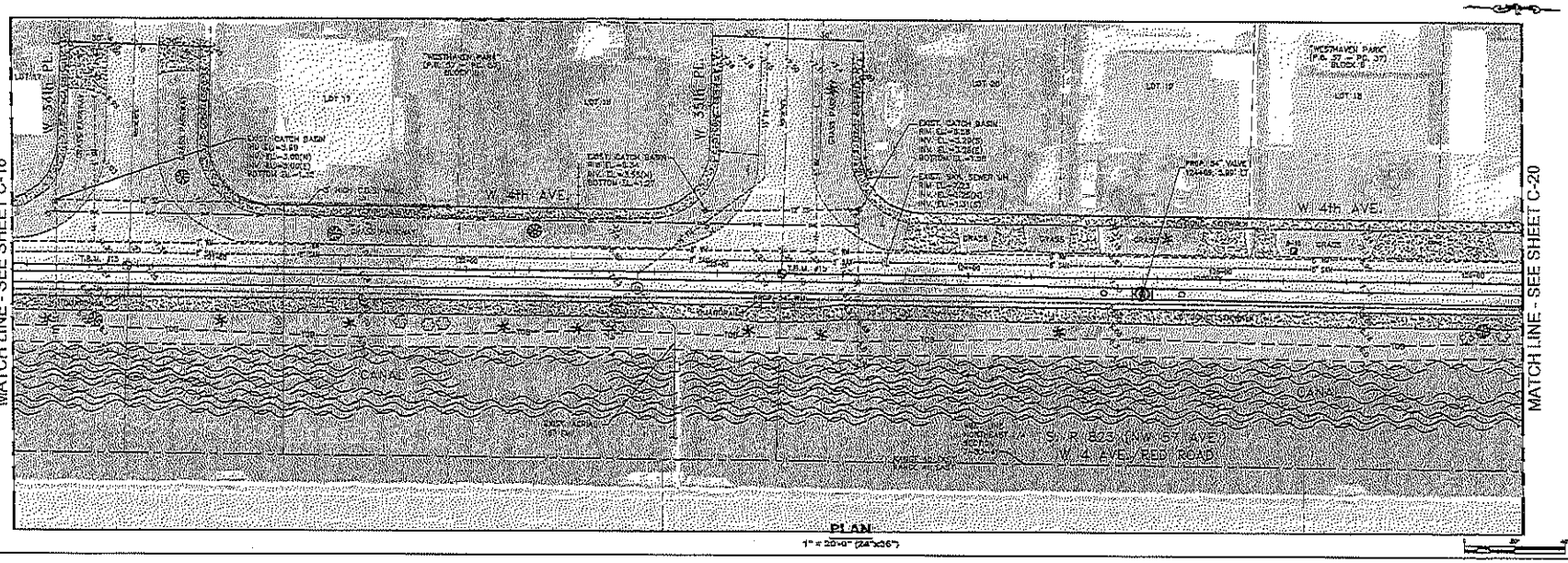
APPROVALS

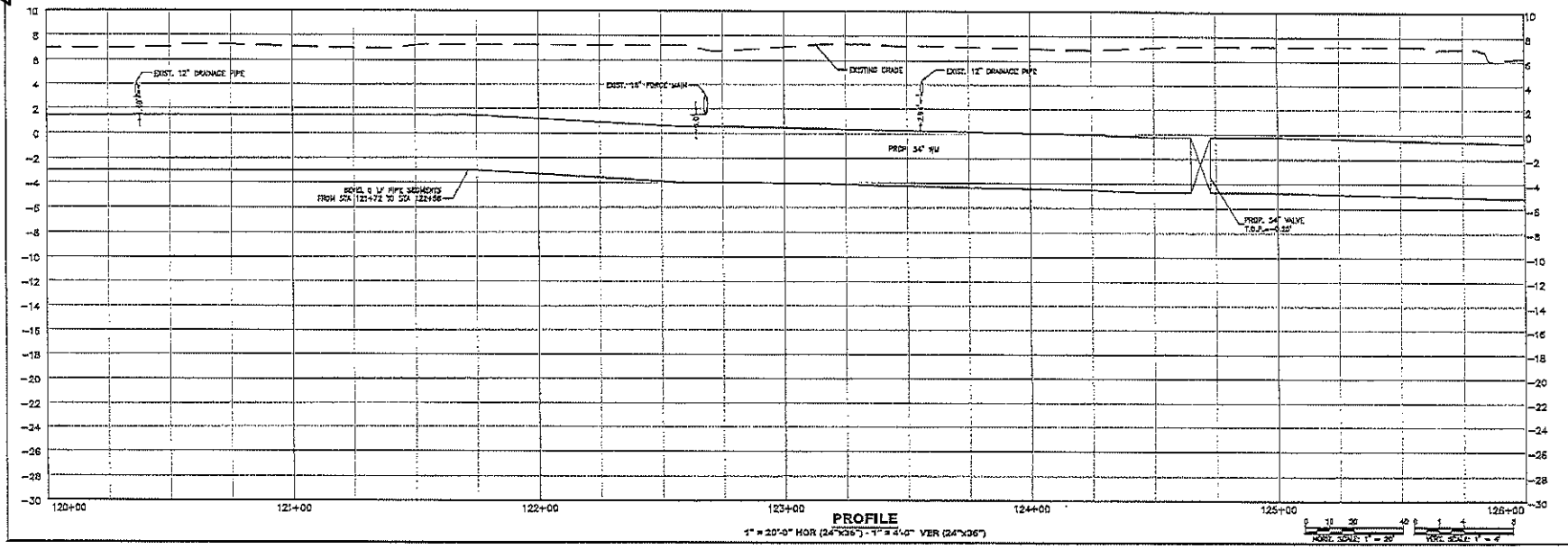
PROJECT MGR: DBED-WASD-01		
DESIGNED: EA/KS	CHECKED:	QC:
DRAWN: KS/CC	FINAL CHECK:	QA/QC:

Engineer of Record

Jose A. Cardenillo, P.E.
State of Florida - License No. 73564
Date: _____

EF No: WWS	PCTS No: 139864
FILE NAME: C-18	
DATE: 10/15/21	SCALE: AS SHOWN
SHEET: C-18	
DWG. No. 22 OF 32	





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13696 / ERP#17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM NW S. RIVER DRIVE AND NW 36 AVENUE TO NW 58 AVENUE

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PERMIT SUBMITTAL	11/2020	

REVISIONS

NO.	DESCRIPTION	DATE	BY

APPROVALS

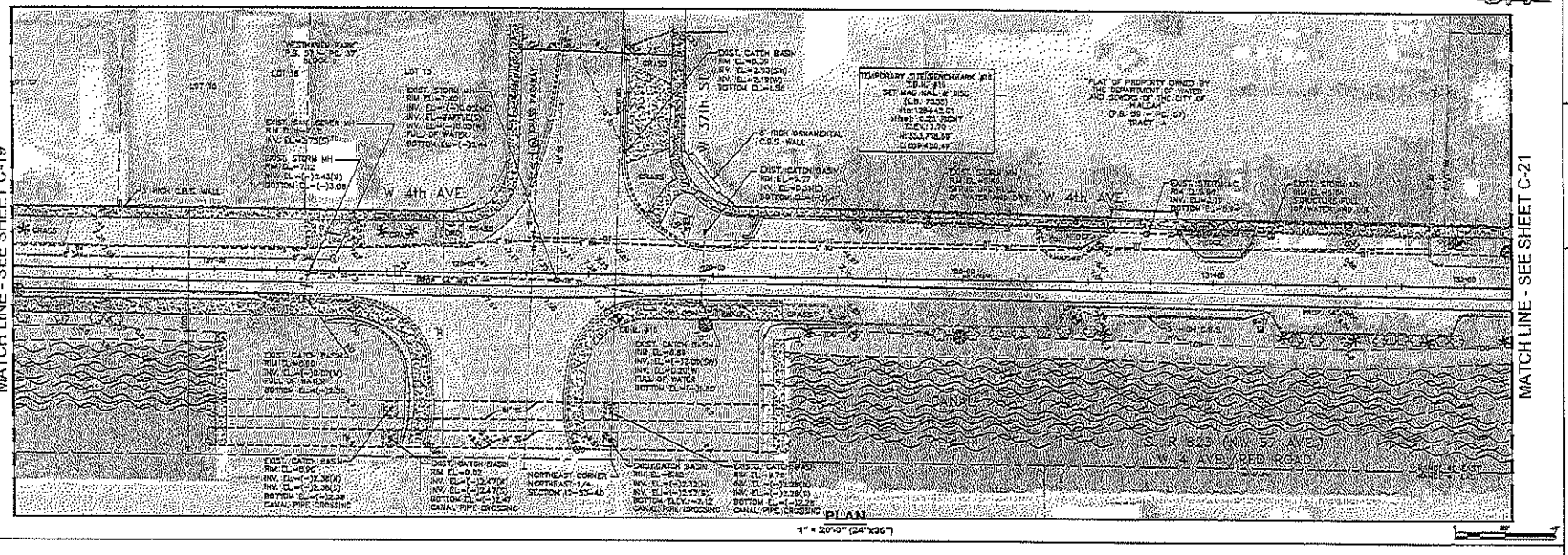
PROJECT No: DB20-WASD-01
RESEARCH: EA/ER CHECKED: CC
DRAWN: JLR/EC/AM CHECKED: JAC

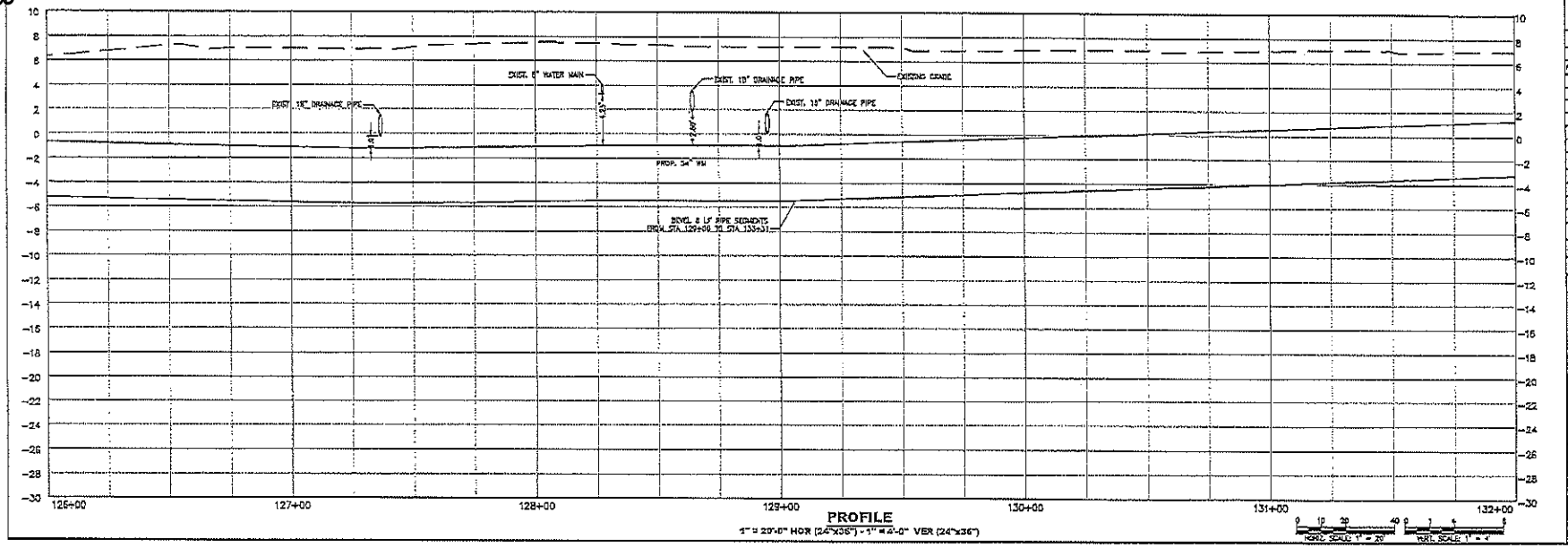
Engineer of Record

Jose A. Cancelados, P.E.
State of Florida - License No. 72384
Date:

EP No: 30013 PCTS No: 13696
FILE NAME: C-19
DATE: 10/11/21 SCALE: AS SHOWN
SHEET: C-19
DWG. No. 22 OF 32

187





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

ces CONSULTANTS

PCS#13984 / ERWH17113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM NW 4 ST, PASTOR TREATMENT PLANT TO NW 103 STREET

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/13/20	

REVISIONS

NO.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT MGR: SEED-WASD-01
DESIGNER: CA/AA/ | RECHECKED: CS
DRAWN: JR/CS/ | FINAL CHECK: AA/C

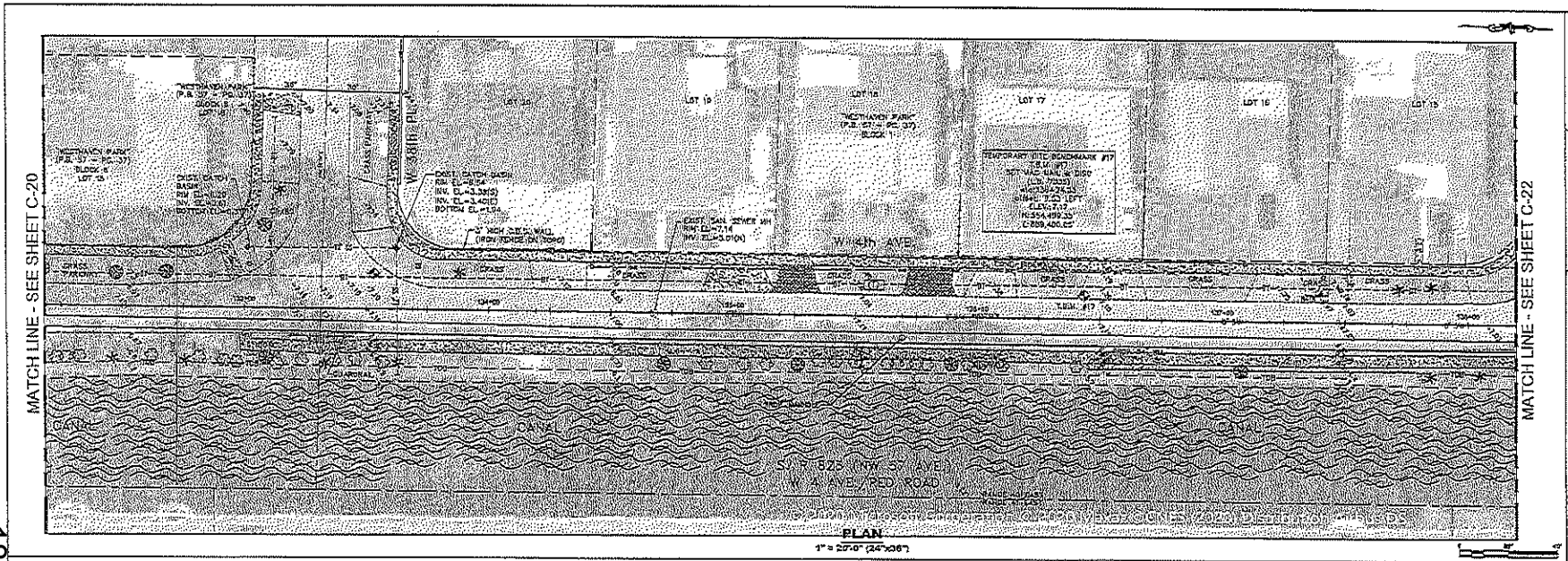
Engineer of Record

Jose A. Cardobelle, P.E.
State of Florida - License No. 73324
Date:

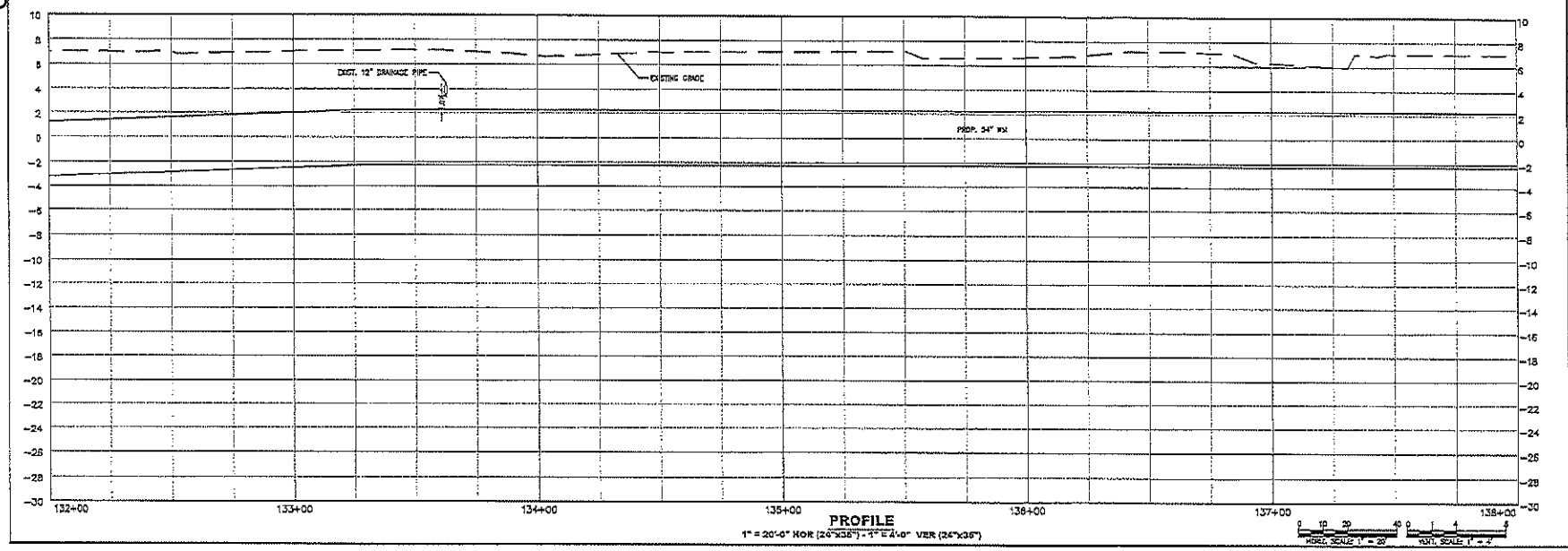
I.D. No.: 40012	POST No.: 1200
FILE NAME: D-20	
DATE: 11/13/20	SCALE: AS SHOWN

SHEET: C-20

DWG. No. 23 OF 32



PLAN
1" = 20'-0" (24"x36")



PROFILE
1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ERP#017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

REVISED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/12/20	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

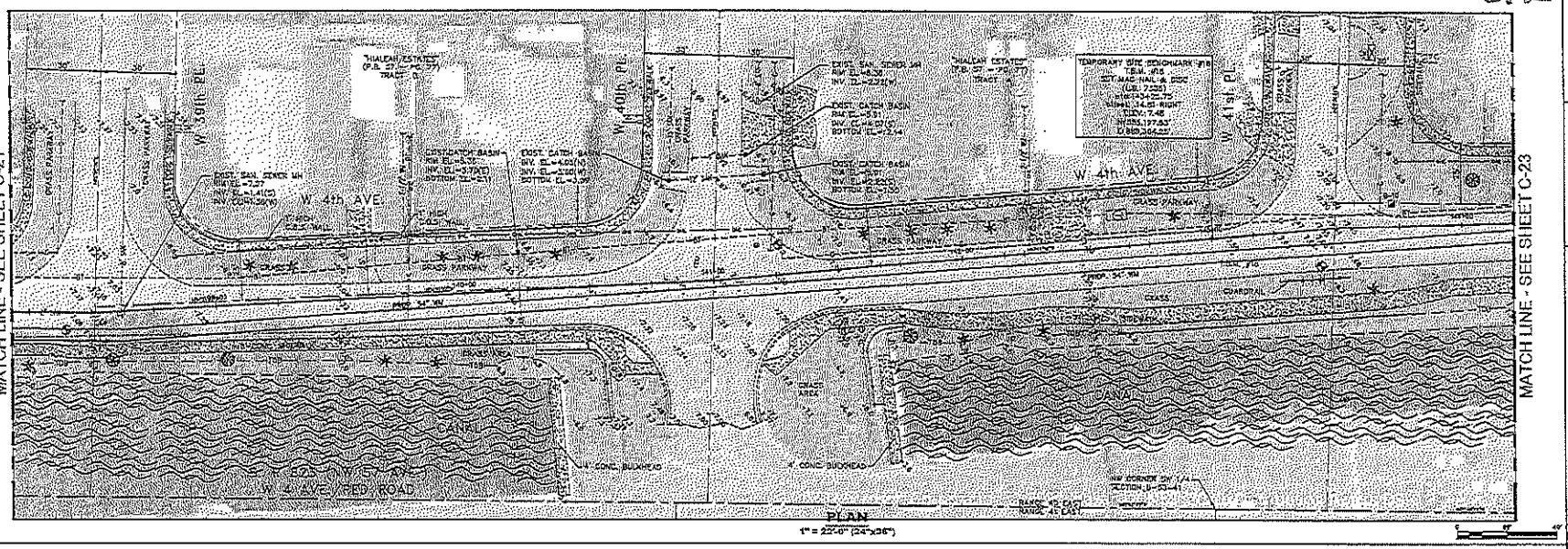
PROJECT No: 2020-WASD-01	
DESIGNED: EA/GR	CHECKED: G.E.
DRAWN: JJL/CC	PM: CHECKED: J.A.C.

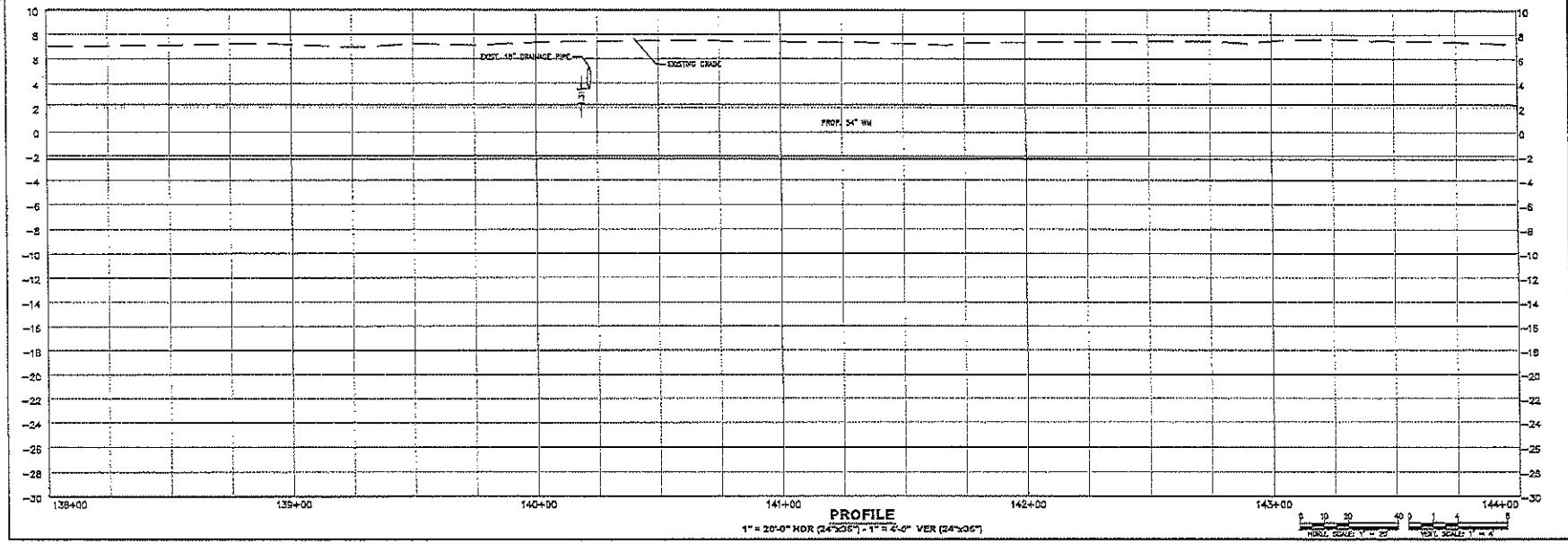
Engineer of Record

Jose A. Cerezetto, P.E.
State of Florida — License No. 73344
Date:

CP No.: 14113	PCTS No.: 13984
FILE NAME: C-21	
DATE: 10/11/21	SCALE: AS SHOWN
SHEET: C-21	
DWG. No. 24 OF 32	

189





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PWTS#13984 / ERWM017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM SW 8 STREET WATER TREATMENT PLANT AT 117 AVENUE

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/13/23	

REVISIONS

No.	DESCRIPTION	PCTS DFT

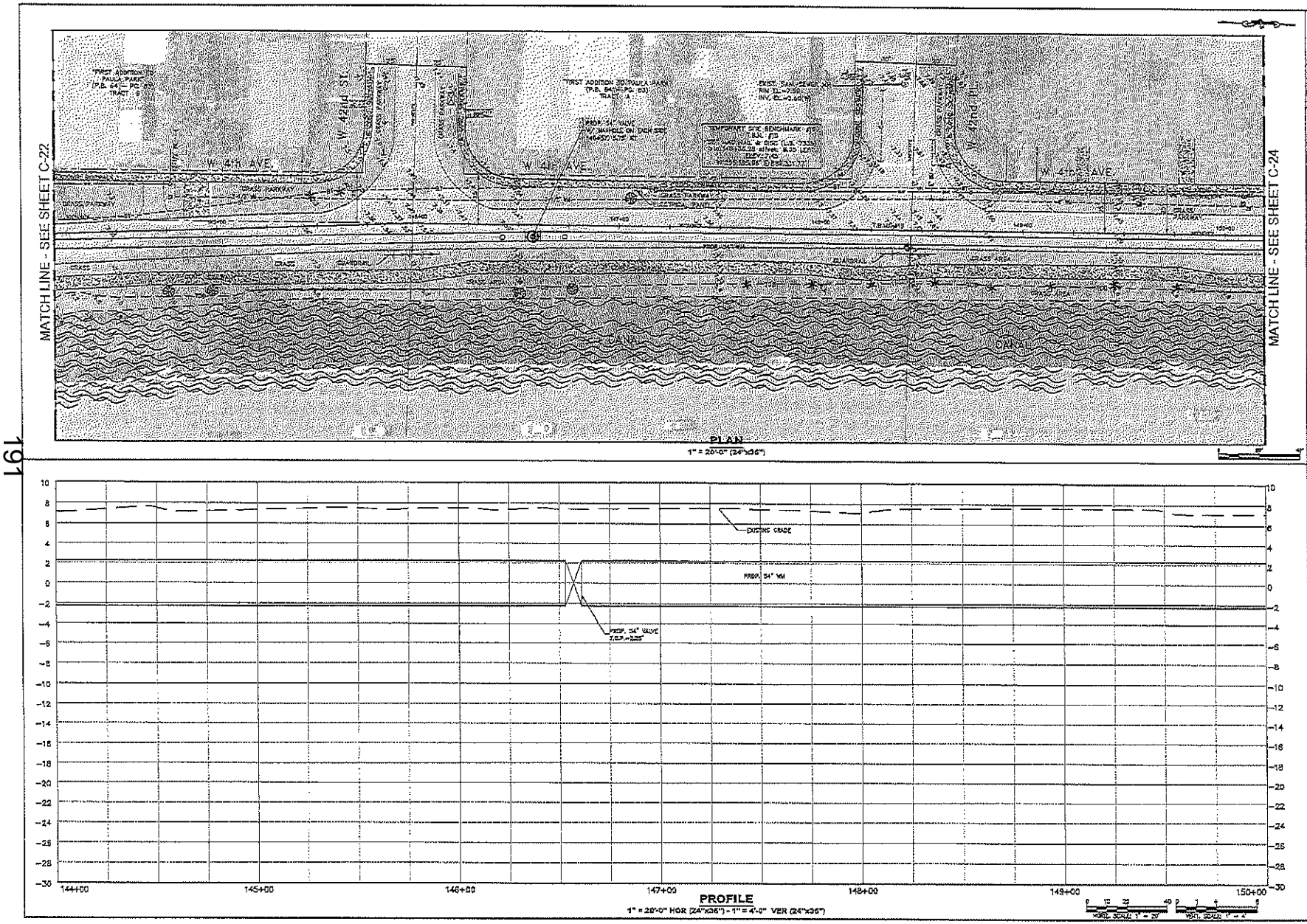
APPROVALS

PROJECT No.: D2320-WASD-01
DESIGNED: EA/JR | CHECKED: CES
DRAWN: JR/CC/DML | CHECKED: JR/EA

Engineer of Record

Jose A. Cardobella, P.E.
State of Florida - License No. 72334
Date:

DF No.: 14018 | PCTS No.: 13984
FILE NAME: C-22
DATE: 10/31/23 | SCALE: AS SHOWN
SHEET: C-22
DWG. No. 25 OF 32



MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

FCTS #13984 / DRW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

REVISION ITEM	DATE	BY
PERMIT SUBMITTAL	10/13/21	

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

PROJECT No: CB20-WASD-01
DESIGNED: EA/JR | CHECKED: EA
DRAWN: JR/CC | TRACED: JR/CC

Engineer of Record

Jose A. Cardonilla, P.E.
State of Florida – License No. 73914
Date: _____

CB Ref. WATER | FCTS Ref. 13984

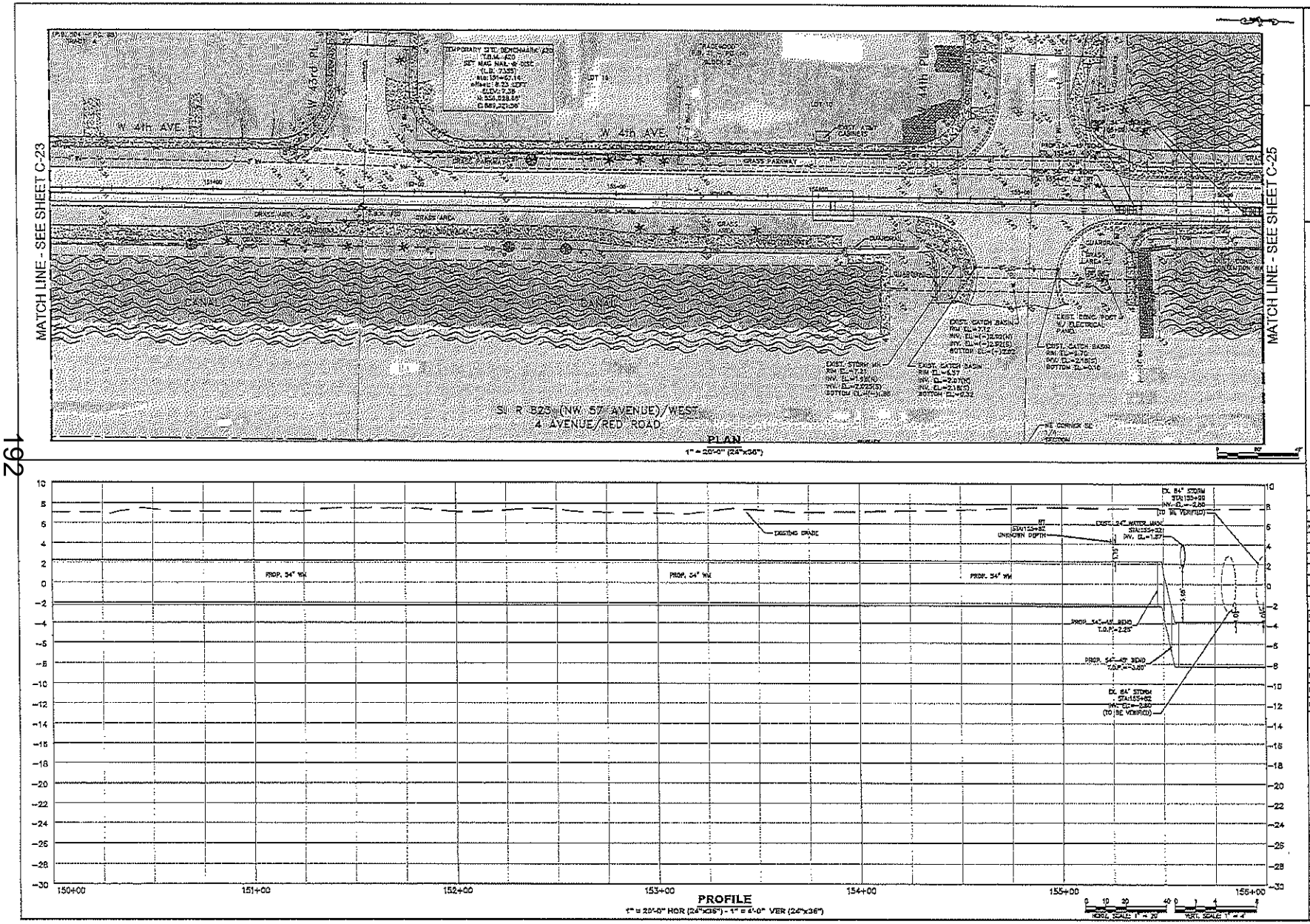
FILE NAME: C-23

DATE: 10/11/21 | SCALE: AS SHOWN

SHEET: C-23

DWG. No. 25 OF 32

191



MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

ces CONSULTANTS

PCTS#13984 / ENP#017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

REVISIONS

APPROVALS

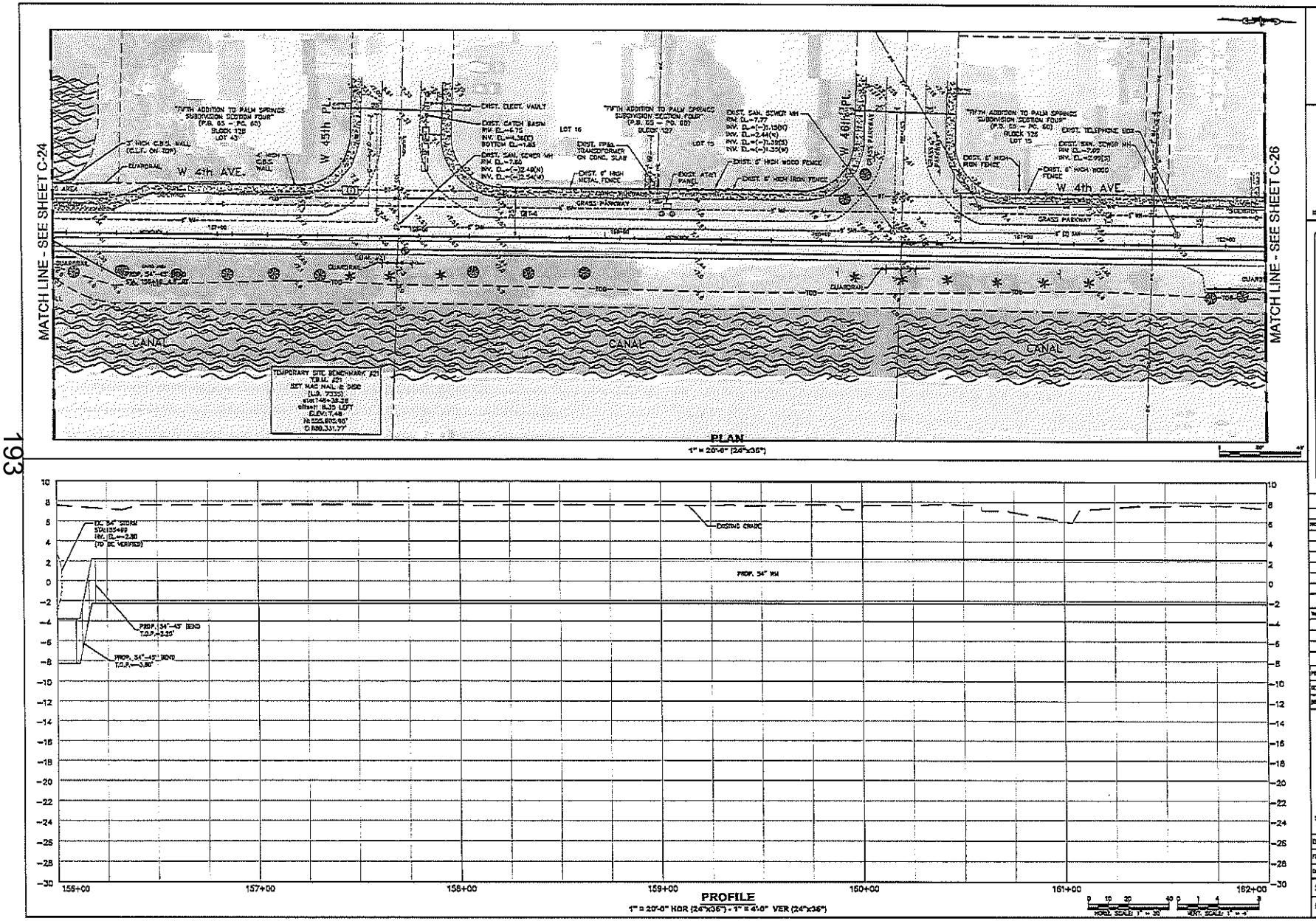
Engineer of Record

Jose A. Cabrejas, P.E.
State of Florida – License No. 72334
Date:

SHEET: C-24

DWG. No. 27 OF 32

192



MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCIS#13904 / ERPW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

ISSUED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/14/19	

REVISIONS

#	DESCRIPTION	DATE	BY

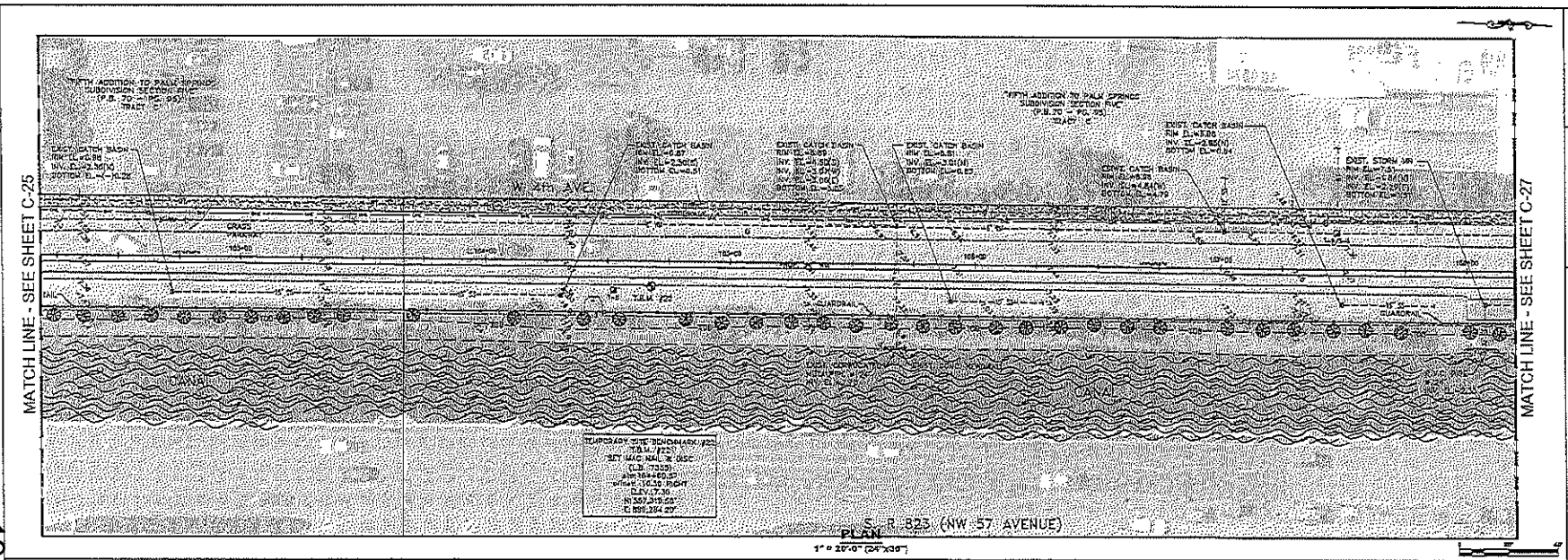
APPROVALS

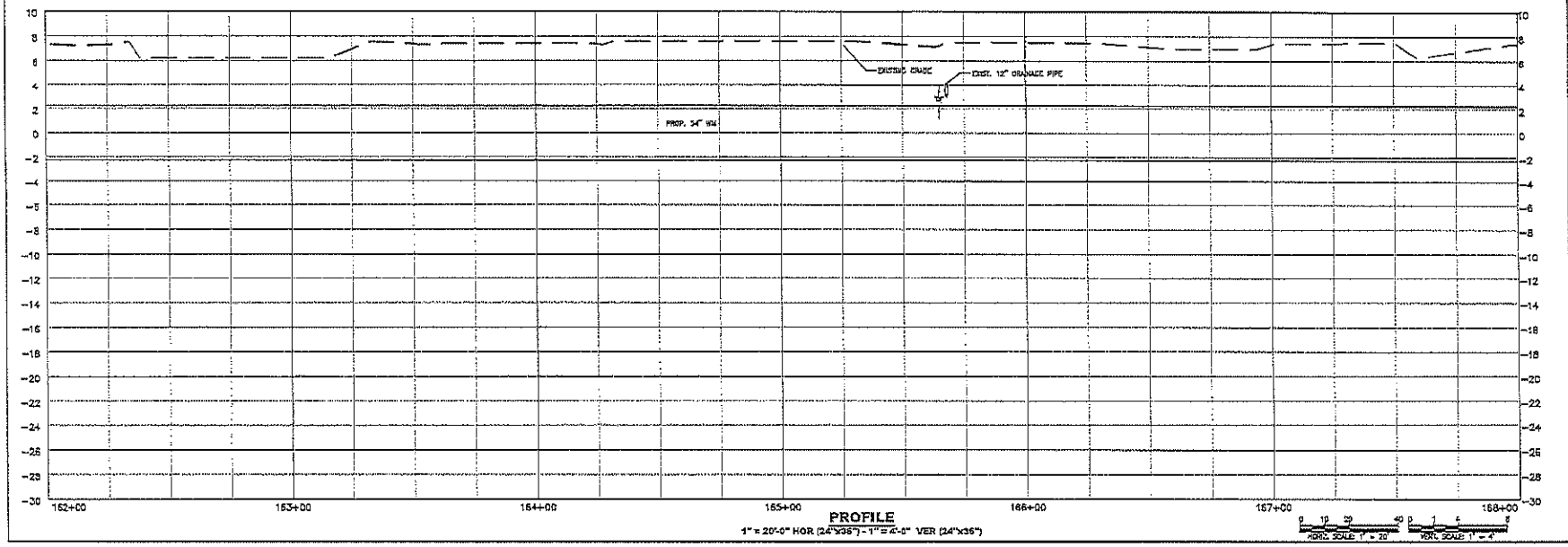
PROJECT No: D520-WASD-01
DESIGNED: EA/LA CHECKED: CC
DRAWN: JA/JC/LA FINAL CHECK: LAC

Engineer of Record

Jose A. Cardenillo, P.E.
State of Florida - License No. 73044
Date: _____

CAD No: 13904	PCIS No: 13904
FILE NAME: C-25	
DATE: 10/11/21	SCALE: AS SHOWN
SHEET: C-25	
DWG. No. 28 OF 32	





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

POTS#13984 / ERAW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

ISSUED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/13/19	

REVISIONS

No.	DESCRIPTION	DATE	BY

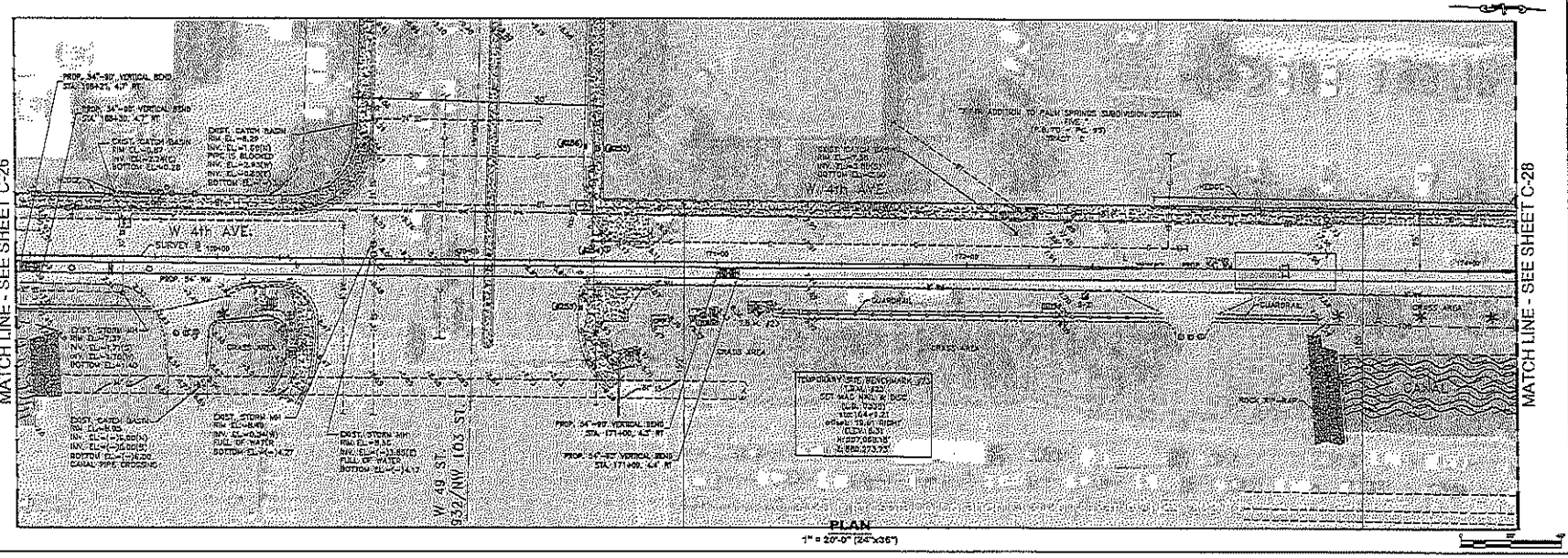
APPROVALS

PROJECT No.: D820-WASD-01
DESIGNED: KA/JR | CHECKED: GS
DRAWN: JR/CG | FINAL CHECK: KA/JC

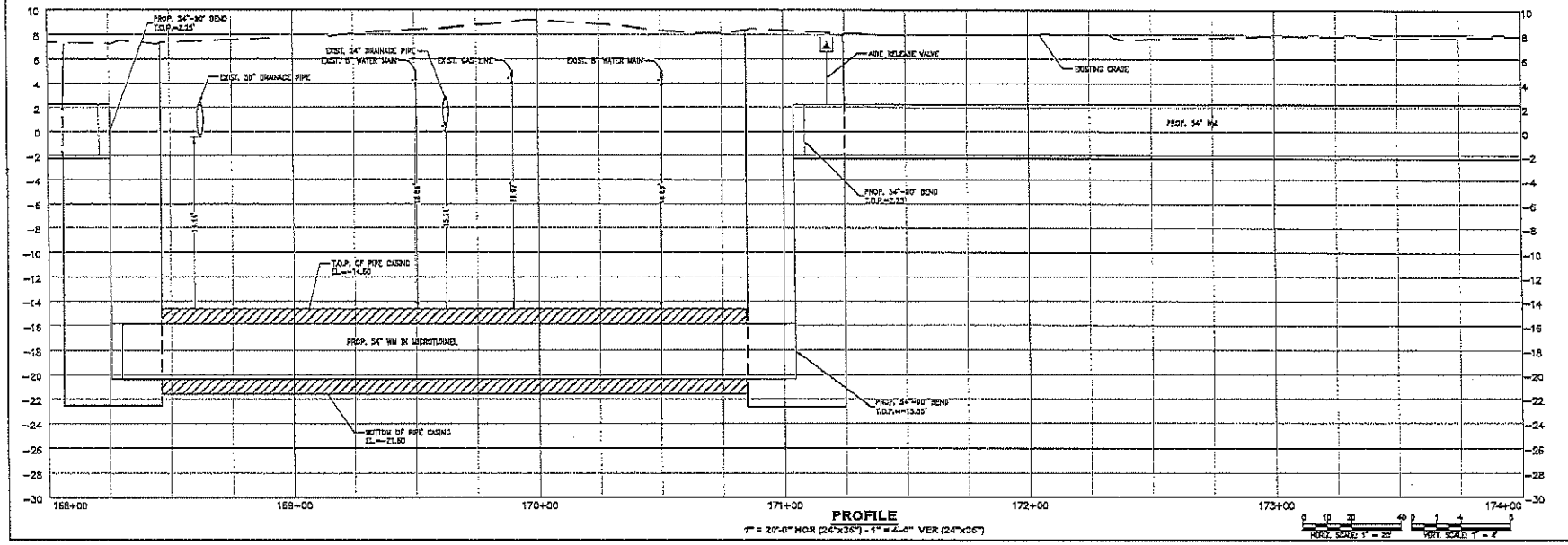
Engineer of Record

Jose A. Corrasito, P.E.
State of Florida - License No. 73014
Date:

ID No.: 80310 | POTS No.: 13984
FILE NAME: C-26
DATE: 12/11/20 | SCALE: AS SHOWN
SHEET: C-26
DWG. No. 29 OF 32



PLAN
1" = 20'-0" (24"x36")



PROFILE
1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")

MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PDTS#13984 / ERPW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

RELEASED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/2020	

REVISIONS

No.	DESCRIPTION	DATE	BY

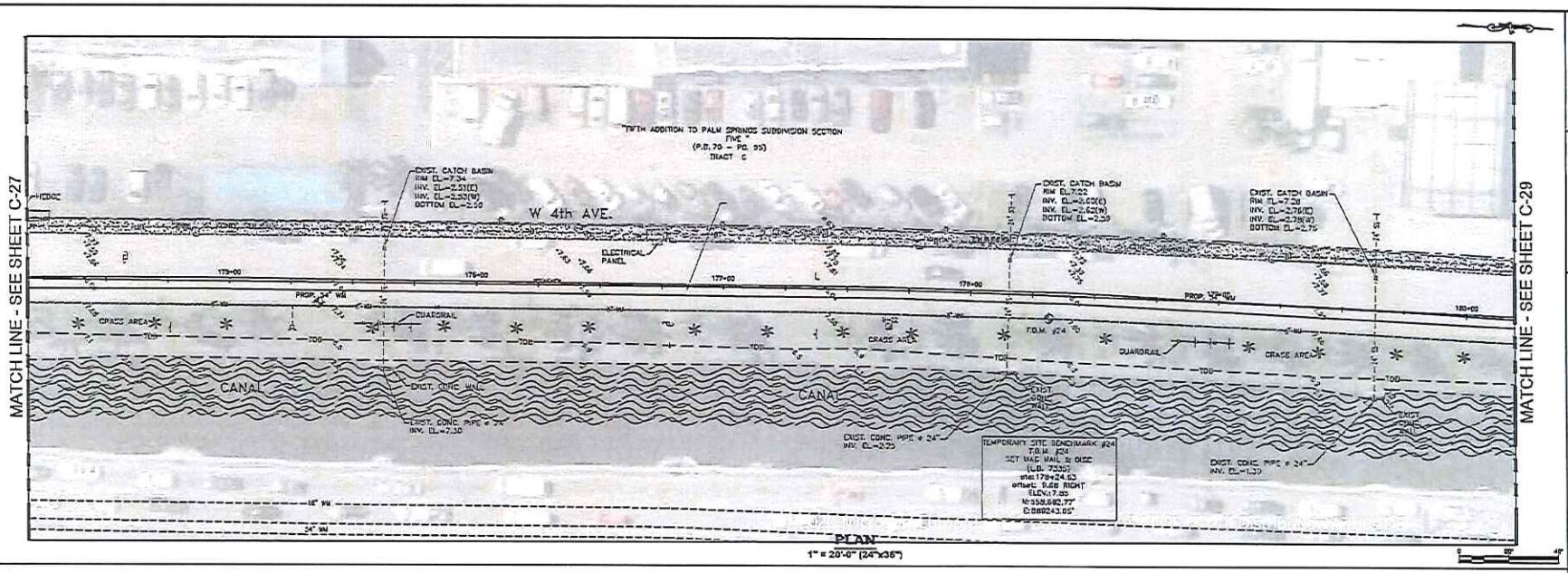
APPROVALS

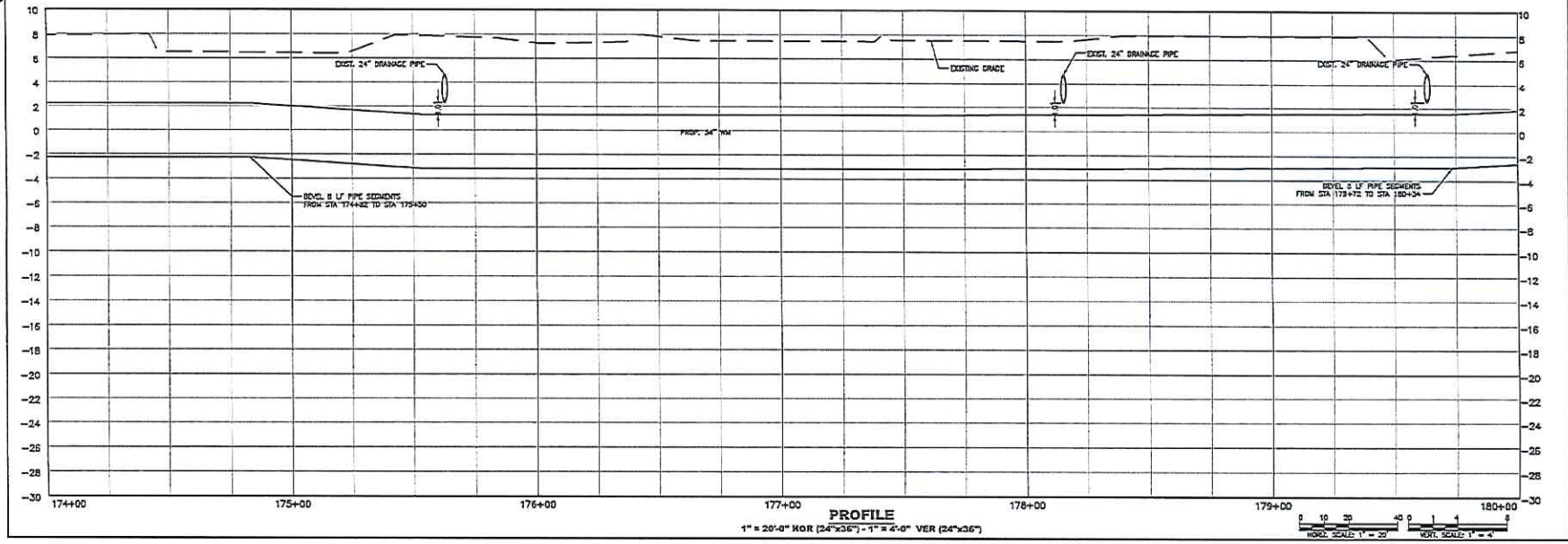
PROJECT No.: DB20-WASD-01
DESIGNED: CA/AR | DRAWN: | CHECKED:
SUBMITTED: AR/CA/FINAL CHECK: AR/CA

Engineer of Record

Jerry A. Carrabello, P.E.
State of Florida - License No. 73594
Date

SP Ref: 91612 | PDTS No.: 13984
FILE NAME: C-27
DATE: 10/11/21 | SCALE: AS SHOWN
SHEET: C-27
DWG. No. 30 OF 32





MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT

CES CONSULTANTS

PCTS#13984 / ENGW017113
DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN
FROM JOHN E. PRESTON WATER TREATMENT PLANT TO W 8TH ST

PLAN AND PROFILE

DRAWING HISTORY

REVISED FOR	DATE	BY
PROPOSAL SUBMITTAL	11/13/23	

REVISIONS

No.	DESCRIPTION	DATE	BY

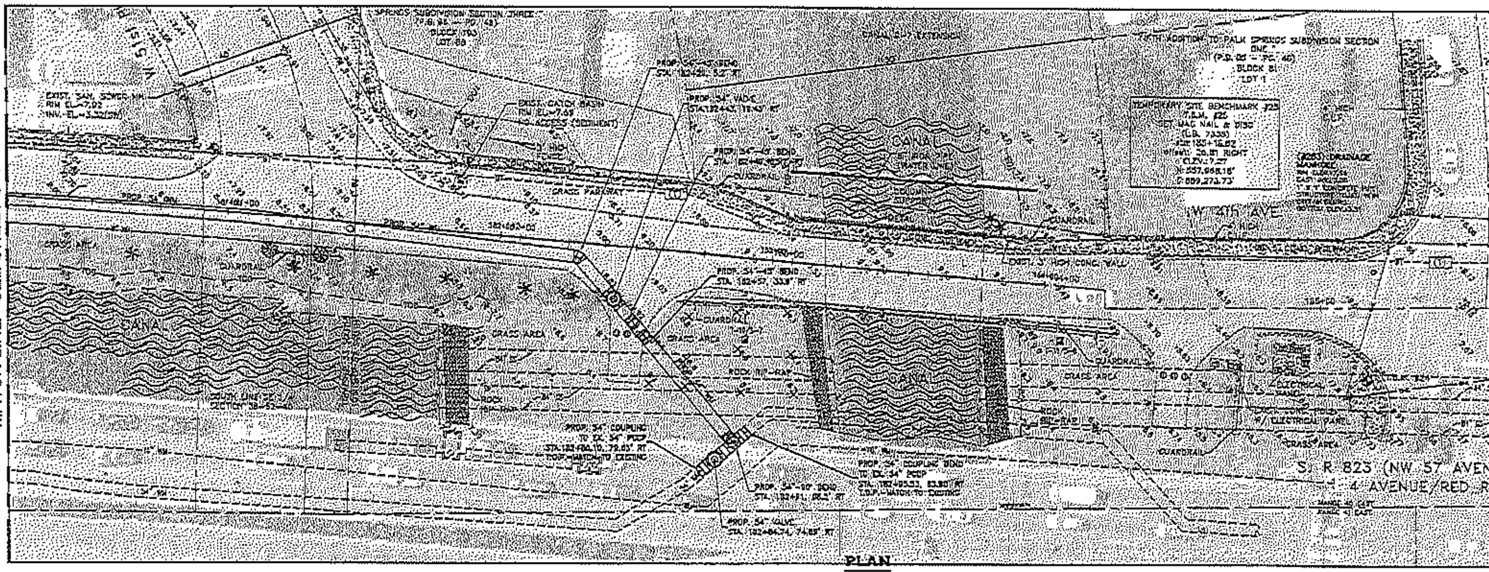
APPROVALS

PROJECT MGR	DB20-WASD-01		
DESIGNER	DA/AR	CHECKED	CC
DRAWN	AR/CC	FINAL CHECK	JAC

Engineer of Record

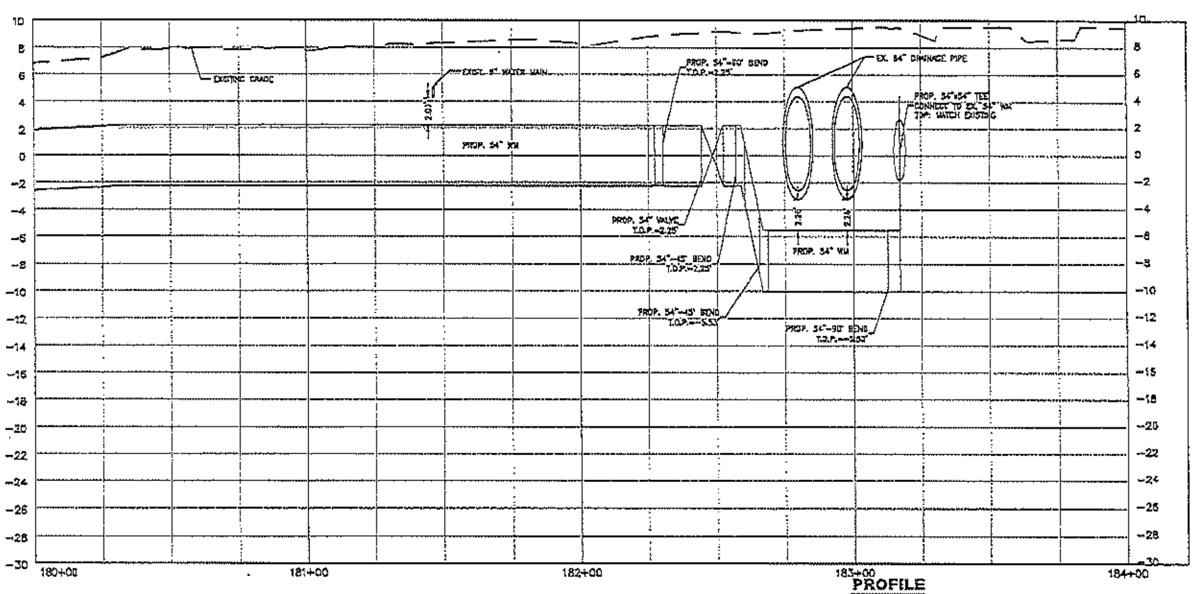
Jose A. Carballo, P.E.
State of Florida — License No. 73264
Date:

CI No: 19775	PCTS No: 13984
FILE NAME: C-28	
DATE: 10/11/23	SCALE: AS SHOWN
SHEET: C-28	
DWG. No. 31 OF 32	



PLAN

1" = 20'-0" (24"x36")



PROFILE

1" = 20'-0" HOR (24"x36") - 1" = 4'-0" VER (24"x36")

HORZ. SCALE: 1" = 20'

VERT. SCALE: 1" = 4'

MIAMI-DADE COUNTY

WATER AND SEWER DEPARTMENT

CES CONSULTANTS

POTS#13984 / ER#W017113

DESIGN-BUILD CRITERIA DOCUMENTS FOR 54-INCH WATER MAIN

PLAN AND PROFILE

DRAWING HISTORY

REVISIONS

APPROVALS

PROJECT No. DB20-WASD-01

Engineer of Record

SHEET: C-29

DWG. No. 31 OF 32

October 4, 2021

Sent via e-mail: estimating@lanzo.org

Mr. James M. Tilli
Lanzo Construction Co. Florida (Lanzo)
2600 SW 3rd Avenue, Suite 301
Miami, FL 33129

Re: Responsibility Review to Determine Design-Builder (Vendor) Responsibility for ISD Project No. DB20-WASD-01: Design-Build Services for the Installation of a 54-Inch Diameter Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53 Street

Dear Mr. Tilli:

The County is in receipt of your response dated September 14, 2021, to our letter sent on September 1, 2021. As a follow up to your response and to ensure the proposed and evaluated Alternate No. 1 from Lanzo is constructible, the County is requiring that the following previously identified items be submitted by October 12, 2021:

3.0 "Submitted North connection plans shows a size-on-size tap which is in conflict with the project requirements. Show full size tee and isolation valve on the southern leg." The Design-Builder indicates that the cost has been included for the connection as per the DCP requirements. It should be noted that the Design-Builder is responsible for the design and the DCP plans are in no way to be considered documents for a hard bid. **The Design-Builder shall submit a revised plan and profile drawing sheet indicating how they plan to execute the work in compliance with the DCP requirements.**

7.0 "Northern tie in requires a 54" x 54" x 54" tee and additional isolation valve along the alignment of the existing 54" WM to the south (see item 3.0 above)." **The Design-Builder shall submit a revised plan and profile drawing sheet indicating how they plan to execute the work in compliance with the DCP requirements.**

9.0 "Reduce length of W 49th Street (Northern most) micro-tunnel from 1,900 lf to 230 lf. However, the profile in doing so missed the twin 84-inch culverts and has the new 54" WM at the same elevation." **The Design-Builder shall submit a revised plan and profile drawing sheet indicating how they plan to execute the work in compliance with the DCP requirements.**

10.0 "The profile does not show the twin 72-inch culverts that the new 54" WM must cross to connect to the existing 54" WM at the northern end of the project. Show the proper alignment of the new 54" WM." **The Design-Builder shall submit a revised plan and profile drawing sheet indicating how they plan to execute the work in compliance with the DCP requirements.**

11.0 "Reduce length of micro-tunnel along W 29th Street from 400 lf to 220 lf. The plan shows this tunnel on the south side of W 29th Street now and shows the tee stub out for a future WASD connection on the south side of W 29th Street at the Service Road. However, this location cannot be used as the stub out would make the needed future connection basically impossible to install." **The Design-Builder shall submit a revised plan and profile drawing sheet showing that the micro-tunnel will result in the tee stub out that is usable at this location.**

Please provide a written response including the revised plans and profile drawings for each of the items listed above by close of business on October 12, 2021 in order to complete the review of the negotiated contract and Lanzo's ability to perform as specified. The County may require that such additional plans, drawings and statements be made a part of the negotiated, draft contract.

Please email the requested information to my attention at Julie.Whiteside@miamidade.gov and copy the Clerk of the Board at clerk.board@miamidade.gov. This solicitation is still under the Cone of Silence. If you require further assistance, please refer to *Section 1.12 Cone of Silence*, of the Request for Design Build Services, as it pertains to contact with Miami-Dade County.

Sincerely,

Julie Whiteside

Julie Whiteside
Procurement Contracting Officer 3
Strategic Procurement Division

c: Clerk of the Board
Patty Palomo, Chief of Intergovernmental Affairs, WASD

LANZO
CONSTRUCTION COMPANY

Delivering sustainable infrastructure solutions for tomorrow's communities

September 14, 2021

Mrs. Julie Whiteside, Procurement Contracting Officer 3
Strategic Procurement Division
Internal Services Department (ISD)
Miami-Dade County, Clerk of the Board Stephen P. Clark Center
111 NW 1st Street, Suite 1300, Miami, Florida 33128

Re: Installation of a 54-inch Diameter Water Transmission Main Near Red Road from John E. Preston Treatment Plant to West 53 Street, ISD Project No. DB20-WASD-01
Proposed - Contract Revision Comments; Schedule of Values; Revised CPM Schedule; Continued

Dear Mrs. Julie Whiteside,
We are writing this letter in response to the September 1, 2021 correspondence regarding the County's Responsibility Review, asking for revisions to the contract, the schedule and affirmations of our responses in our previous negotiations. At the outset, we note that the above referenced correspondence is formatted as a "responsibility review". Yet, as confirmed by our legal counsel, many of these items are not issues of responsibility, but of contract negotiation. We address that in more detail below. Additionally, we note that there are several references to the Design Development process, wherein the term "Design Development" is set forth with capital letters, indicating it to be a defined term. We have reviewed the solicitation documents and have not found any definition for that term specifically applicable to this procurement. Thus, we interpret Design Development process to be a post award event. With that understanding we respond accordingly below.

Please note the column heading and subsequent number from the table of Items to be Addressed by Lanzo for reference. Our acknowledgement and responses are as follows.

Item Number:
3.0 Lanzo shall submit a revised plan and profile drawing sheet during Design Development indicating how we plan to execute the work in compliance with the DCP requirements for incorporation in the project Contract.

4.0 Acknowledged

5.0 Acknowledged, Separation distances were considered and are in the bid

6.0 Acknowledged, all utility relocations were considered and are in the bid

7.0 Confirmed, see number 3 above

125 SE 5TH Court Deerfield Beach FL 33441-4749 Phone (954) 979-0802 Fax (954) 979-9897
www.lanzo.net

8.0 Acknowledged, future studies recommended and any final recommendations from those studies will not add cost to the project

9.0 Acknowledged, are required to submit a revised 30% plan during the Design Development process
10.0 Acknowledged, are required to submit a revised 30% plan during the Design Development process

11.0 Acknowledged, are required to submit a revised 30% plan during the Design Development process

12.0 Acknowledged, if Viton gaskets are found to be needed at a later, there will be no change in cost

13.0 Acknowledged, that there will be no additional fees for utility relocations

17.0, 19.0, 21.0, 23.0 Respectfully, these items are not issues of responsibility. These items simply address the method of payment for items procured, stored and installed. Moreover, the methodology and proposed language suggested is contrary to WASD custom and practice and may also lead to disclosure of proprietary information regarding the favorable pricing that Lanzo may obtain from suppliers. We feel sell and deliver is an appropriate payment method for this contract, and we are at a loss to understand why the pay items in the Schedule of Values for sell and deliver are now different from the pay items of every pipe job procured by WASD. Previous precedent, as demonstrated in the attached contracts, are that sell and deliver pay items are intended to compensate for not just the pipe but the fittings, restraints, joint material, sleeves, closures, corporation stops for testing, lubricants thrust restraints, pipe bedding, transportation and handling and other incidentals. The sell and deliver pay items, as previously negotiated, are in line with the contracts WASD and the County has awarded this year as verified by the attached awarded contract. Moreover, requiring the suggested method of compensation would result in revealing proprietary information because the pricing segregation would allow competitors to dissect and ascertain the prices provided to Lanzo by its suppliers. Therefore, we respectfully maintain that the previous negotiated resolution of these items which were arrived at through good faith negotiations, are consistent with precedent, WASD custom and practice and do not raise responsibility issues. Nevertheless, if you have additional concerns, we would welcome the opportunity to address them in a subsequent negotiation meeting.

Technical Proposal Number:

24 The contract already includes an indemnification clause which fully protects the County from liability in the event settlement and/or damages occur. Nevertheless, Lanzo agrees to include additional language as follows: **If any settlement and/or damages occur as a result of the performance of the work, Contractor agrees to repair or restore those element to the satisfaction of the affected party without changes to the contract price.**

28 Please see the revised schedule attached with the anticipated milestones for project interfaces

30 Acknowledged, as defined on page 37 of AWWA C-151, "Ductile Iron Pipe is adequate for the rated working pressure indicated for each nominal size plus a surge allowance of 100 psi". Since the stated working pressure for this project is 100 psi plus surge pressures. Based on the information, a pressure class of 150 psi is sufficient.

It was our mutual understanding that the previous correspondence and confirmation of understanding concluded your negotiations with Lanzo. Please advise as to the status moving forward to award.

Best Regards,

James M. Tilli,
Assistant Secretary
Lanzo Construction Co. FL

Cc: Job File,
Joe D'Alessandro,
Robert Beaty, Esq.
Miguel De Grandy, Esq.

September 1, 2021

Sent via e-mail: estimating@lanzo.org

Mr. James M. Tilli
Lanzo Construction Co. Florida (Lanzo)
2600 SW 3rd Avenue, Suite 301
Miami, FL 33129

Re: Responsibility Review to Determine Design-Builder (Vendor) Responsibility for ISD Project No. DB20-WASD-01: Design-Build Services for the Installation of a 54-Inch Diameter Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53 Street

Dear Mr. Tilli:

In reviewing the contract draft as negotiated and requirements of the solicitation, the County's technical staff and Design Criteria Professional have determined that there are several concerns regarding Lanzo's ability to perform under the contract as negotiated and in accordance with the requirements of the solicitation. These concerns need to be addressed immediately to ensure an award is made to a responsible Design-Builder (Vendor) who can perform under the terms of the solicitation, and deliver the project within the specified timeframe and at the negotiated price.

Please provide a written response to each of the items listed in Attachment A by close of business on September 15, 2021. The County requires complete answers to these questions by the due date in order to complete its review of the negotiated contract and Lanzo's ability to perform as specified.

Please email the requested information to my attention at Julie.Whiteside@miamidade.gov and copy the Clerk of the Board at Clerk.board@miamidade.gov. This solicitation is still under the Cone of Silence. If you require further assistance, please refer to *Section 1.12 Cone of Silence*, of the Request for Design Build Services, as it pertains to contact with Miami-Dade County.

Sincerely,

Julie Whiteside

Julie Whiteside
Procurement Contracting Officer 3
Strategic Procurement Division

c: Clerk of the Board
Patty Palomo, Chief of Intergovernmental Affairs, WASD

Attachment A

Attachment A - List of Items

Item Number	Technical Proposal Number	Discussion	Lanzo Comments	Items to be Addressed by Lanzo
3.0	---	Submitted North connection plans shows a size on size tap which is in conflict with the project requirements. Ensure a full size tee and isolation valve on the southern leg that was missed is included in the bid price.	Our bid price includes cut in connection on the north end as per DCP plans, with fittings and a valve	The Design-Builder indicates that the cost has been included for the connection as per the DCP requirments. It should be noted that the Design-Builder is responsible for the design and the DCP plans are in no way to be considered documents for a hard bid. The Design-Builder shall submit a revised plan and profile drawing sheet during Design Development indicating how they plan to execute the work in compliance with the DCP requirements for incorporation in the project Contract under Exhibit A.
		The next 5 items were supposed to be included in the Technical Proposal per RDBS Volume II, Section 1.3. The technical proposal number corresponds to the item list number from Section 1.3.		
4.0	1	Proposer indicates all environmental work will use the dedicated allowance. See item 1 above.	The Environmental investigation is included in Bid Price. We don't anticipate plume migration because we don't intend to dewater in these ground conditions.	Cost included in the schedule of values revised on 2/17/2021. Design-Builder shall acknowledge in writing that if it is decided at a later date that dewatering is required, the cost for the work and associated mitigation has been included in the bid price.
5.0	7	No separation distances were shown on the submitted plans. Ensure the cost of providing the required separation distances or alternate methods are included in the bid price.	Separation distances were considered and are in the bid price based on the available information in the DCP	It should be noted that the Design-Builder is responsible for the design and the DCP plans are in no way to be considered documents for a hard bid. Section 2.2.1 of the DCP indicates "The Design-Builder acknowledges that by personal field observation or other means satisfactory to himself performed prior to submitting his design-build Proposal, he has included in the Proposal all costs for handling all construction conflicts and issues created by observable above-grade, at-grade and below-grade features on, or adjacent to the site of the Work whether or not these features are shown or described in the RDBS design-criteria document and any attachments and references, including instances where the observable features indicate subsurface conditions which may affect the Work..." Additionally, the DCP Section 2.2.22 indicates the following: "The Design-Builder shall be responsible for identifying all existing above and below ground utilities that are in the vicinity of the Project. At a minimum, the Design-Builder shall locate utilities utilizing CI/ASCE 38-02, Standard Guidelines for Collection and Depiction of Existing Subsurface Utility Data Quality Level B. Level A is required for tunnel crossing, shaft locations, critical utility crossings and other locations deemed necessary by the Design Builder." The Design-Builder shall acknowledge in writing that there will be no additional fees paid for the discovery that alternate methods of construction or precautions are needed during design because separation cannot be maintained based on the location of existing utilities. Refer to DCP requirements in Section 2.6.1: "In areas where the Design-Builder is unable to maintain minimum horizontal and vertical separation requirements described in FAC 62-555.314, the Design-Builder shall apply for an exception as described under FAC 62-555.314, employing the design and construction measures described within the code and allowed by the permitting entity."
6.0	8	No utility relocations were shown on the submitted plans. Ensure the cost of all utility relocations are included in the bid price.	All utility relocations were considered and are in the bid price based on the available information in the DCP	It should be noted that the Design-Builder is responsible for the design and the DCP plans are in no way to be considered documents for a hard bid. Section 2.2.1 of the DCP indicates "The Design-Builder acknowledges that by personal field observation or other means satisfactory to himself performed prior to submitting his design-build Proposal, he has included in the Proposal all costs for handling all construction conflicts and issues created by observable above-grade, at-grade and below-grade features on, or adjacent to the site of the Work whether or not these features are shown or described in the RDBS design-criteria document and any attachments and references, including instances where the observable features indicate subsurface conditions which may affect the Work..." Additionally, the DCP Section 2.2.22 indicates the following: "The Design-Builder shall be responsible for identifying all existing above and below ground utilities that are in the vicinity of the Project. At a minimum, the Design-Builder shall locate utilities utilizing CI/ASCE 38-02, Standard Guidelines for Collection and Depiction of Existing Subsurface Utility Data Quality Level B. Level A is required for tunnel crossing, shaft locations, critical utility crossings and other locations deemed necessary by the Design Builder." The Design-Builder shall acknowledge in writing that there will be no additional fees for utility relocations based on additional utility information, in accordance with the requirements above.
7.0	10	Northern tie in requires a 54" x 54" x 54" tee and additional isolation valve along the alignment of the existing 54" WM to the south (see item 3.0 above). Ensure this cost is included in the bid price.	Our bid price includes cut in connection on the north end as per DCP plans, with fittings and a valve	The Design-Builder shall submit a revised plan and profile drawing sheet during Design Development indicating how they plan to execute the work in compliance with the DCP requirements for incorporation in the project Contract under Exhibit A.
8.0	13	Design life calculations for the carrier pipe and casing pipe with supporting documentation along with identification of corrosion and stray current protection/mitigation is not an allowance item. Ensure these costs are included in the bid price.	Included in Bid Price. Attached to this correspondence	Design life not provided; report referenced under item 2 is not conclusive and recommends additional testing. The Design-Builder shall acknowledge in writing that the future studies recommended and any final recommendations from those studies will not add cost to the project.
		The next 3 items are from the Alternate Technical Proposal Review		
9.0	---	Reduce length of W 45th Street (Northern most) micro-tunnel from 1,900 lf to 200 lf. However, the profile in doing so missed the twin 84-inch culverts and has the new 54" WM at the same elevation. Confirm that performing the proper alignment of the new 54" WM will not result in a change to the bid price.	Confirmed, the double barrel crossings at approx. Sta 156+00 is in our bid price.	The Design-Builder shall acknowledge in writing that they are required to submit a revised 30% plan during the Design Development process.

10.0	—	The profile does not show the twin 72-inch culverts that the new 54" WM must cross to connect to the existing 54" WM at the harbor end of the project. Confirm that performing the proper alignment of the new 54" WM will not result in a change to the bid price.	Confirmed, the double barrel crossings at approx. Sta 182+75 is in our bid price.	The Design-Builder shall acknowledge in writing that they are required to submit a revised 30% plan during the Design Development process.
11.0	—	Reduce length of micro-tunnel along W 29th Street from 400 lf to 22 lf. The plan shows this tunnel on the south side of W 29th Street now and shows the tee stub out for a future WASD connection on the south side of W 29th Street at the Service Road. However, this location cannot be used as the stub out would make the needed future connection basically impossible to install. Confirm that this micro-tunnel will result in the tee stub out that is usable in no change to the bid price.	Confirmed, the micro tunnel alignment will not result in a tee stub in a non usable position.	The Design-Builder shall acknowledge in writing that they are required to submit a revised 30% plan during the Design Development process.
		Miscellaneous Items not Shown		
12.0	—	must include all pipe restraints, Viton gaskets (if needed for contaminated areas), access manholes/manways, ARVs, blow off valves and butterfly valves with associated vaults as required by the RDBS Volume II at no additional cost to the bid price.	All items listed with the exception of Viton Gaskets are included in our bid price	RAN Comment DB 01018-3.01A. requires Viton gaskets in contaminated soils. They are part of Bid Price based on Environmental investigations included in item 1 above. Lanzo has not yet included any needed Viton gaskets (based on an environmental investigation) in their base bid cost. Rather, Lanzo implied during the verbal negotiations that Viton gaskets, if needed would be an extra. However, per the DCP, they must be included where needed. The Design-Builder shall acknowledge in writing that if Viton gaskets are found to be needed at a later, there will be no change in cost.
13.0	—	All utility relocations must be included at no additional cost to the bid price.	Utility relocations are included in our bid price	The Design-Builder shall acknowledge in writing that there will be no additional fees for utility relocations based on additional utility information, in accordance with the requirements above.
	M&P #	Schedule of Values Comments		
17.0	B4	Sell and deliver casing. Show total footage, per foot unit price and total. Also, only paid for installed and not stored casing.	Changed in the revised schedule of values, DB 010125-14 sec 1.07 does allow for for stored material compensation	Payment for Materials Delivered to the Project Site: Lanzo Comment - DB 010125- 14 sec 1.07 does allow for stored material compensation. The Design Builder shall agree to add the following to DB 010125-Page 14 sec 1.07: "The method of compensation for stored material shall be the invoice cost of the pipe, fittings, valves or similar item together with and shipping and freight costs from the manufacturer. Any remaining compensation for furnishing the pipe, fittings, valves or similar item shall be paid once the pipe is installed and backfilled. Lanzo will obtain approval from the City of Hialeah for the quantity and location of pipe stored on the public right-of-way".
18.0	B5	Sell and deliver carrier pipe. Show total footage, per foot unit price and total. Also, only paid for installed and not stored carrier pipe.	Changed in the revised schedule of values, DB 010125- 14 sec 1.07 does allow for for stored material compensation	
21.0	B6	Sell and deliver 54" transmission main. Show total footage, per foot unit price and total. Also, only paid for installed and not stored 54" transmission main.	Changed in the revised schedule of values, DB 010125- 14 sec 1.07 does allow for for stored material compensation	
23.0	B7	Sell and deliver 54" BV. Show quantity, unit price per each and total, Only paid for installed valves and not valves stored.	Changed in the revised schedule of values, DB 010125-14 sec 1.07 does allow for for stored material compensation	
	Technical Proposal Number			
	24	Description of the approach for correcting any resultant settlement and/or damage to any existing structures as a consequence of the construction activities. DCP Original Comments: Does not discuss contractor's approach to rectifying damaged structures. Proposer has stated "In the event that readings exceed limited values, any further construction activity....will be stopped and a plan of action with a schedule for implementation will be developed for approval."	Settlement monitoring has been included in the schedule of values for $1,000.	The Design Builder shall agree to incorporate language into the Contract in Exhibit A that indicates that if settlement and/or damage occurs, that the Contractor will restore those elements to pre-construction conditions or better without changes to the Contract price.
	28	Inclusion of proposed schedule including data collection (i.e., survey, Geotech, etc.), design, permitting, and construction identifying the proposed phasing, sequencing, and critical path. See Item 31 requiring the inclusion construction sequencing for other projects within the alignment corridor. DCP Original Comments: No critical path schedule provided. Schedule does not match approach discussion which indicates that construction will start at the north. The phasing described in portions of the approach is not reflected on the schedule. Approach for schedule includes turning over the portion of the project that is in the Service Road early to the City of Hialeah; however this is not evident in the schedule		It is not clear how the coordination of the Hialeah Service Road project been factored into the schedule. It is unclear how that interface is being planned for and how are they expediting the design and construction along W 4th Avenue, in accordance with the DCP requirements of 2.2.14?: "The Design-Builder shall coordinate design, sequence of construction and construction activities for the 54" WM project with the City of Hialeah in a manner that expedites design and construction within the corridor for the West 4th Avenue Frontage Road From West 29th Street to West 49th Street Sidewalk, Milling, Resurfacing, Overbuild and Guardrail Improvement Project." The Design Builder shall clarify and revise the schedule to incorporate at a minimum, anticipated milestones for project interfaces for incorporation into the Contract in Exhibit A.
	30	Deviations or exceptions to any of the technical requirements of this criteria package, must be submitted as an Alternate Technical Proposal, as described in the RDBS solicitation. Alternate Technical Proposals must be described in complete detail for proper evaluation. Refer to Section DB 01010 Summary of Work for a list of items that will not be considered for Alternates or Substitutions. DCP Original Comments: Deviations noted, but not made part of any alternate: Environmental investigations are not to be conducted as additional cost under the allowance as proposed the Design-Builder. Corrosion and stray current study is not to be conducted as additional cost under the allowance as proposed the Design-Builder. Surge pressure noted as a 50-psi allowance - instead of 100-psi by standard if surge models are not available per AWWA C151.		How was the surge pressure allowance resolved? Refer to Page 13 of the Lanzo proposal. The Design Builder shall provide documentation for incorporation into the Contract in Exhibit A that 100 psi will be considered for the surge allowance, in accordance with AWWA C151, if more detailed surge analysis or models are not available.

EXHIBIT B

DB20-WASD-01: D/B Services for 54" Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53rd Street

SBD CERTIFICATE OF ASSURANCE FORM

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: DB20-WASD-01 Project Title: Design-Build Services for the Installation of a 54-inch Diameter Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53 Street.

Name of Proposer: Lanzo Construction Co., Florida FEIN 59-2011933

Address: 2600 SW 3rd Avenue, Suite 301 City Miami State FL ZIP 33129

Telephone Number: 954-979-0802 Email address: estimating@lanzo.org

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

24 % SBE-A/E, 10.04 % SBE-Con, .05 % SBE-G, and/or .05 % SBE-S.

(For Goals, write in the percentage. For Set-aside, put a check mark or x)

To satisfy the requirements for Step 1 –Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form SDB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

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

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form SDB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared James M. Tilli Assistant Secretary, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 21 day of September, 20 20

Signature of Notary Public, State of Florida

My Commission Expires: 6/19/21

Notary Public - State of Florida
Commission # GG101021
My Comm. Expires Jun 19 2021

Revised 10/19

LANZO CONSTRUCTION COMPANY + OBG 207

EXHIBIT C

LANZO CONSTRUCTION COMPANY

DB20-WASD-01, 54" Design Build
Schedule of Values
Revision 2 Final

M&P #	Description	Bid Quantity	Unit	Proposed	Proposed Ext
A1	Management Paid Monthly Durring Design	1.000	LS	399,529.00	399,529.00
A1	Design Surveying	1.000	LS	169,177.00	169,177.00
A1	Environmental Investigation	1.000	LS	85,000.00	85,000.00
A1	Geotechnical Investigation	1.000	LS	30,000.00	30,000.00
A1	SUE - Soft Digs	1.000	LS	80,000.00	80,000.00
A1	30% Design	1.000	LS	282,838.00	282,838.00
A1	60% Design	1.000	LS	369,577.00	369,577.00
A1	90% Design	1.000	LS	226,458.00	226,458.00
A1	100% Design	1.000	LS	113,402.00	113,402.00
A1	Permitting	1.000	LS	180,667.00	180,667.00
A1	Construction Phase Services	1.000	LS	240,636.00	240,636.00
A1	Project Coordination Meetings	1.000	LS	22,773.00	22,773.00
	Engineering Total				2,200,057.00
B0	Bonds and Insurance With First Pay App	1.000	LS	660,000.00	660,000.00
B1	Public Information Officer	1.000	LS	120,000.00	120,000.00
B1	MOB/DeMOB First Construction Pay App 35%	1.000	LS	497,000.00	497,000.00
B1	MOB/DeMOB At 25% Complete of Construction 35%	1.000	LS	497,000.00	497,000.00
B1	MOB/DeMOB at 50% Complete of Construction 20%	1.000	LS	284,000.00	284,000.00
B1	MOB/DeMOB at Substantial Comp 10%	1.000	LS	142,000.00	142,000.00
B2	Launch Shafts	3.000	EA	25,000.00	75,000.00
B3	Retrieval Shaft	3.000	EA	20,000.00	60,000.00
B4	Sell & Deliver Casing	785.000	LF	125.00	98,125.00
B4	Install Casing	785.000	LF	711.00	558,135.00
B5	Sell & Deliver Carrier Pipe Spacers	785.000	LF	55.00	43,175.00
B5	Install Carrier Pipe	785.000	LF	19.00	14,915.00
B6	Sell and Deliver 54" Transmission Main	15,885.000	LF	725.00	11,516,625.00
B6	Install 54" Transmission Main, Inc 2 Viton Gaskets, All Culvert Crossings and Southern Connection Point	15,100.000	LF	151.00	2,280,100.00
B7	Sell and Deliver 54" BV with Structures	12.000	EA	89,669.00	1,076,028.00
B7	Install 54" BV with Structures	12.000	EA	12,000.00	144,000.00
B8	Sell and Deliver Flanged Outlet MH	24.000	EA	4,500.00	108,000.00
B8	Install Flanged Outlet MH	24.000	EA	2,500.00	60,000.00
B9	Cut In Connection to Exist 54" DIP @ 1146+10-North	1.000	LS	280,000.00	280,000.00
B10	Air Release Valves	7.000	EA	3,142.00	21,994.00
B11	Flushing Valve Outlet	3.000	LS	2,000.00	6,000.00
B12	Blowoffs	6.000	LS	8,333.00	49,998.00
B13	Poly Encasement DIP, Valve & Fitting	2,000.000	LF	3.00	6,000.00
B14	Settlement Monitor MT	1.000	LS	1,000.00	1,000.00
B15A	Type I Limerock	12,696.000	SY	21.00	266,616.00
B15B	Type I Asphalt	12,696.000	SY	14.00	177,744.00
B15C	Type II Asphalt	2,098.000	SY	19.00	39,862.00
B15D	Milling	29,012.000	SY	3.50	101,542.00
B15E	Type V Asphalt Overlay	29,012.000	SY	10.00	290,120.00
B15E	Pavement Markings	1.000	LS	65,354.00	65,354.00
B16	Sidewalk	1.000	LF	0.00	0.00
B17	Curb and Gutter Restoration	1.000	LF	0.00	0.00
B18	MOT	1.000	LS	250,000.00	250,000.00
B19	Off-Duty Police	1.000	LS	200,000.00	200,000.00
	Total Construction			660,000.00	19,330,333.00
	Grand Totals				21,530,390.00
The quantities identified on the schedule of values is an estimated quantity for the schedule of values. Additional quantities of any items (pipe, valves, pavement, off-duty police or others) are the responsibility of the Design Builder. The total amount paid without dedicated allowances shall not exceed the established aggregate sum payment Bid for the project.					

EXHIBIT D

PERFORMANCE AND PAYMENT BOND
(Section 255.05, Florida Statutes)

BOND NUMBER _____

CONTRACT NUMBER_____

_____
(Contractor)

_____
(Principal Business Address and Telephone Number)

_____
(Surety)

_____
(Principal Business Address and Telephone Number)

_____
(Owner)

_____
((Principal Business Address and Telephone Number)

By this Bond, We _____ (hereinafter referred to as the "Principal"), as Contractor under the contract dated _____ 20_____, between Principal and Miami-Dade County for the Construction of _____ (hereinafter referred to as "Contract") the terms and conditions of which Contract are incorporated herein by reference and in its entirety into this Bond and _____ a corporation (hereinafter referred to as the "Surety"), are bound to Miami-Dade County (hereinafter referred to as the "County") in the sum of _____ U.S. dollars ($ _____) for payment of which we bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns, jointly and severally for the faithful performance of the Contract.

THE CONDITION OF THIS BOND is that if Principal or successors:

1. Performs all work due and otherwise complies with all terms and conditions of the Contract including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees

Not BCC approval

and warranties or to cure latent defects in its work or materials until such time that construction of the project is completed and thereafter as stipulated in the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects until such time that construction of the project is completed and thereafter as stipulated in the Contract.

Then this bond is void, otherwise it remains in full force.

5. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

6. The Surety waives notice of and agrees that any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or any changes, do not affect the Surety's obligation under this Bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay, and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant as defined in Section 255.05(1), Florida Statutes, under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes.

9. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____.

ATTEST:

_____
(Secretary)

_____
(Print or type name)

CONTRACTOR:

_____
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

_____
(Print or type name)

PERFORMANCE AND PAYMENT BOND
(Continued)

_____
(Official Title)

(SEAL)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

_____
(Printed Name of Surety)

(CORPORATE SEAL)

_____
(Address of Surety)

_____
(Telephone of Surety)

By:_____
(Signature of Attorney-in Fact)*

By:_____
(Signature of Resident Florida Agent)*

_____
(Printed Name of Attorney-in-Fact)

_____
(Printed Name of Agent)

_____
(Address)

_____
(Address)

_____
(Telephone)

_____
(Telephone)

(Copy of Agent's current
Identification Card as issued by
Commissioner must be attached)

*Power of Attorney must be attached

To be provided 14 days after Board approval

EXHIBIT E

DB20-WASD-01: D/B Services for 54" Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53rd Street

FAIR SUBCONTRACTING PRACTICES

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 -- Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Lanzo Construction Co., FL subcontracting practices comply with the Miami Dade County Code in that it is our policy promote diversity in the use of subcontractors on our projects and to allow opportunity for subcontracting to as many qualified subcontractor as possible.

We notify a broad number of local subcontractors in the form of vendor solicitations

We invite local Subcontractors to submit bids in a practical, expedient way

We provide local Subcontractors access to information necessary to prepare and formulate a subcontracting bid

We allow local Subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements

We award subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: James M. Tilli, Assistant Secretary Date: 9/21/20

Proposer's Name: Lanzo Construction Co., Florida

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent LANZO CONSTRUCTION CO., FLORIDA FEIN # 59-2011933

Project/Contract Number DB20-WASD-01; 20LCCF003

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			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
CES Consultants, Inc. 3150 SW 38th Ave., Suite#450, Miami, FL 33146	Rudy M. Ortiz, PE, CGC	Lead Civil Engineer: 6.01, 6.01A, 16.00, 11.00, 17.00	X				X				63	22	25	8	32	17	0	3
Terracon Consultants, Inc. 16200 NW 59th Ave, Ste106, Miami Lakes, FL 33014	Hugo Soto, PE	Geotechnical Engineering 9.01-9.04, 10.02, 10.05									4059	1140	4019	238	574	223	42	117
GCES Engineering Services, LLC 10860 NW 138th St, Unit 4, Hialeah Gardens, FL 33018	Alejandro R. Monternegro	Geotechnical Engineering Construction Materials Testing	X				X				2	2			3			1

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
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American Cast Iron Pipe Company 1500 32nd Ave. N, Birmingham, AL 35207	Employee Owned Company	Ductile Iron Pipe Supply									2158	296	1545	709	63	22	72	42
MCG Mims Construction Group, LLC	Gary Mims	Pipe Supply	X			X					1		1					

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I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	JAMES M. TILLI	ASSISTANT SECRETARY	04/06/2021
	Print Name	Print Title	Date

SUB 100 Rev. 6/12

EXHIBIT F

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
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HSQ Group, Inc.	Antonio Quevedo, PE	Engineering	X			X												
5951 NW 173rd Dr, Unit 4, Miami, FL 33015	Jay Huebner, PE	Engineering	X		X						30	5	15	1	13	1		5
	Nour Shehadeh, PE	Engineering	X							X								

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Signature of Bidder/Respondent	Print Name	Print Title	Date
	JAMES M. TILLI	ASSISTANT SECRETARY	04/06/2021

SUB 100 Rev. 6/12

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Alfredo J Balsera, PA dba Balsera Communications 2199 Ponce De Leon Blvd, Coral Gables, FL 33134	Alfredo "Freddy" Balsera	Public Outreach	X				X				4	3		2	5			
ACME Barricades, 9800 Normandy Blvd., Jacksonville, FL 32221	Christian Cummings	Maintenance of Traffic	X		X						363		119	87	48	2	1	12
Star Paving, Corp.	Abeet Mendez	Asphalt Restoration	X				X				21	2			23			

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
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A&M Brothers Concrete 95 NE 12th St Homestead FL 33030	Valdemiro Da Silva	Concrete Flatwork	X		X						11			1	10			
General Asphalt Co., Inc, 4850 NW 72nd Ave., Miami FL 33166	Robert Lopez, Albert Lopez, Rob Lopez Jr.	Asphalt Restoration	X		X						228	13	9	35	185			

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
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SUB 100 Rev. 6/12

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Premiere Design Solutions, Inc.	Luis J. Jurado, PE	Civil Engineering	X		X		X				9	6	13	2	12			
12781 Miramar Pkwy., Ste 205																		
Miramar FL, 33027																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
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HUXTED TUNNELING, LLC	JAG COMPANIES	MICRO TUNNELING	1				1				9	2	5		5	1		
3208 17TH STREET E PALMETTO, FL 34221																		

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CARUVA DESIGN-BUILD	WILBER VALDES	SITE CIVIL WORK	1	1			2				4				4			
15735 SW 76 Terrace, Miami, FL		WATER & SEWER CONSTRUCTION																
33193																		

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SUB 100 Rev. 6/12

EXHIBIT F

LANZO CONSTRUCTION COMPANY

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

LANZO CONSTRUCTION CO., FLORIDA
RESOLUTION OF CORPORATION

I HEREBY certify that I am the duly elected and qualified Secretary of Lanzo Construction Co. Florida, a Florida Corporation and that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of said Corporation, held on the 29th of May 2020 and that such resolution is still in full force and effect.

RESOLUTION, that the officers listed below are authorized to sign Contracts, Bids and any other documents to carry out the business of the Corporation.

Name	Title	Signature
Giuseppe D'Alessandro, Sr.	President	
Kevin Pawlowski	Treasurer	
Chris Peyerk	Executive Vice President	
Paul Navetta	Vice President/Secretary	
Matthew P. Tilli	Vice President	
Giuseppe D'Alessandro, Jr.	Assistant Secretary	
Salvatore D'Alessandro	Assistant Secretary	
Robert Beaty, III	Assistant Secretary	
Earnest Duncan	Assistant Secretary	
James M. Tilli	Assistant Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation and affix the Corporate Seal on the 29th of May 2020.

By _____
Paul Navetta, Secretary

Attest: _____
Kevin Pawlowski, Treasurer

An Equal Opportunity Employer

Exhibit "G"
Truth-In-Negotiation Certificate

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 -- category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE: DESIGN-BUILD SERVICES FOR THE INSTALLATION OF A 54-INCH DIAMETER WATER TRANSMISSION MAIN NEAR RED ROAD FROM JOHN E. PRESTON TREATMENT PLANT TO WEST 53 STREET

PROJECT NUMBER: DB20-WASD-01; 20LCCF003

Before me the undersigned authority appeared JAMES M. TILLI, ASSISTANT SECRETARY (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

_____
(Signature of Authorized Representative)

Title ASSISTANT SECRETARY

Date 04/06/2021

STATE OF: FLORIDA
COUNTY OF: BROWARD

The above certifications/verifications were acknowledged before me this 6th day of APRIL, 2021,

by JAMES M. TILLI, ASSISTANT SECRETARY,
(Authorized Representative)
of LANZO CONSTRUCTION CO., FLORIDA,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as PERSONALLY KNOWN TO ME identification and who did/did not take an oath.

Nina M. Castro
(Signature of Notary)

Notary Stamp or Seal:

NINA CASTRO
(Print Name)

Notary Commission Number: HH 092081
My Commission Expires: 6/9/2025

NINA M CASTRO
Notary Public - State of Florida
Commission # HH 092081
My Comm. Expires Jun 9, 2025
Bonded through National Notary Assn.

EXHIBIT H

CONFLICT OF INTEREST

AFFIDAVIT

I, _____,

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's Project(s) related to: _____ ("Project").
2. `I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (WASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to WASD.
5. Neither I nor any of my immediate family (spouse, parents, and children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to WASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true.

Name of Affiant _____

Signature of Affiant _____

Date_____

Upon Notice to Proceed

EXHIBIT I

LANZO CONSTRUCTION COMPANY

LANZO CONSTRUCTION COMPANY

CORONA VIRUS (COVID-19)

PREVENTION AND REPORTING PLAN

EMPLOYEE EDUCATION PROGRAM

PROTOCOL

In accordance with CDC requirements and in compliance with the Miami Dade Water and Sewer Departments COVID-19 Protocol (See Appendix. 1.), Lanzo Construction Company is pleased to submit our COVID-19 Prevention and Reporting plan. Our policy strictly follows the Centers for Disease Control and Prevention's (CDC) guidelines and includes but is not limited to the following:

SOCIAL DISTANCING:

Social distancing, also called "physical distancing" means keeping a safe space between yourself and other people not from your household. To practice social distancing Lanzo employees must:

- *Stay at least 6 feet away from others.*
- *Cover your mouth and nose with a mask.*
- *Wash your hands.*
- *Avoid crowded indoor spaces and ensure indoor spaces are properly ventilated.*
- *Stay home and isolate from others when sick.*
- *Routinely clean and disinfect all frequently touched surfaces daily.*

Social distancing should be practiced in combination with other everyday preventive actions to reduce the spread of COVID-19, including wearing masks, avoiding touching your face with unwashed hands, and frequently washing your hands with soap and water for at least 20 seconds or if soap and water not readily available by using a hand sanitizer with at least 60% alcohol.

SIGNS AND SYMPTONS:

According to the CDC older adults and people who have severe underlying medical conditions like heart or lung disease, or diabetes seem to be at higher risk for developing more serious complications from COVID-19 illness.

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear ***2-14 days after exposure to the virus.*** *People with these symptoms may have COVID-19:*

- *Fever or chills*
- *Cough*
- *Shortness of breath or difficulty breathing*
- *Fatigue*
- *Muscle or body aches*
- *Headache*
- *New loss of taste or smell*
- *Sore throat*
- *Congestion or runny nose*
- *Nausea or vomiting*
- *Diarrhea*

Look for ***emergency warning signs**** *for COVID-19. If someone is showing any of these signs,* ***seek emergency medical care immediately:***

- *Trouble Breathing*
- *Persistent pain or pressure in the chest*
- *New confusion*
- *Bluish lips or face*

**This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.*

Call 911 or call ahead to your local emergency facility*: Notify the Operator that you are seeking care for someone who has or may have COVID-19.*

PRACTICE PROPER HYGIENE

The CDC recommends that proper hygiene is a big factor in eliminating the transmission of COVID-19. Proper hygiene includes but is not limited to:

- *Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing, if soap and water are not readily available use a hand sanitizer with at least 60% alcohol.*
- *Wear a mask with at least two layers which covers your nose and mouth.*
- *Wear protective gloves.*
- *Disinfect all work surfaces frequently.*
- *Disinfect all PPE.*

EMPLOYEES REPORTING PROCEDURES:

- *The CDC recommends that employees who have symptoms of the Corona Virus (COVID-19) are mandated to report to their supervisor be tested and stay home. Employees who report to work that show signs and or symptoms of the flu or COVID-19 will be sent home and a return to work will only occur after the employee is symptom-free for 72 hours. Employees who are sick with COVID-19 should isolate and follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with their primary healthcare physician.*

SCREENING AND REPORTING PROCEDURES FOR EMPLOYEES AND VISITORS

The CDC recommends that all employees and visitors fill out the following questionnaire to minimize the transmission of COVID-19. A copy of this screening report will be sent to PMCM to report any suspected or positive case at the workplace.

LANZO CONSTRUCTION CO.

Coronavirus Disease (COVID-19) Workplace Health Screening Company

Name: LANZO CONSTRUCTION Co.

HIPPA REQUIREMENTS

In accordance with HIPPA regulations personnel are kept under the privacy act and cannot be communicated outside of the personnel involved, these records will be kept in Lanzo Construction Company's Human Resources department and are confidential. If there is a reported case Lanzo Construction Company will immediately report to Miami Dade county officials.

Date: _____ Time In: _____

In the past 24 hours, have you experienced:

Subjective fever (felt feverish) or chills:	Yes	No
New or worsening cough:	Yes	No
Shortness of breath or difficulty breathing:	Yes	No
Fatigue:	Yes	No
Muscle or body aches:	Yes	No
Headache:	Yes	No
New loss of taste or smell:	Yes	No
Sore throat:	Yes	No
Congestion or runny nose:	Yes	No
Nausea or vomiting:	Yes	No
Diarrhea:	Yes	No

If you answer "yes" to any of the symptoms listed above, or your temperature is 100.4°F or higher, please do not go to into work. Self-isolate at home and contact your primary care physician's office for direction. • You should isolate at home for a minimum of 7 days since symptoms first appear. • You must also have 3 days without fevers and improvement in respiratory symptoms. In the past 14 days, have you: Had close contact with an individual diagnosed with COVD-19? Yes No. Traveled internationally or domestically? Yes No. If you answer "yes" to either of these questions, please do not go into work (unless exempt).

The timeline procedure is Self quarantine at home for 14 days.

PROCEDURES FOR CLEANING AND DISINFECTION

The CDC recommends cleaning and disinfecting work areas, shared vehicles restrooms/portable toilets kitchens and break areas. For disease prevention.

Hard (Non-porous) Surfaces

- *Wear disposable gloves to clean and disinfect and discard after use.*
- *If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.*
- *For disinfection, most common EPA-registered household disinfectants should be effective.*
    - *A list of products that are EPA-approved for use against the virus that causes COVID-19 is available* EPA-approved disinfectants external icon *. Follow the manufacturer's instructions for all cleaning and disinfection products for concentration, application method and contact time, etc.*
    - *Additionally, diluted household bleach solutions (at least 1000ppm sodium hypochlorite) can be used if appropriate for the surface. Follow manufacturer's instructions for application, ensuring a contact time of at least 1 minute, and allowing proper ventilation during and after application. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted.*
        - *Prepare a bleach solution by mixing:*
            - *5 tablespoons (1/3 cup) bleach per gallon of water or*
            - *4 teaspoons bleach per quart of water*

Soft (Porous) Surfaces

- *For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces. After cleaning:*

- *If the items can be laundered, launder items in accordance with the manufacturer's instructions using the warmest appropriate water setting for the items and then dry items completely.*
  - *Otherwise, use products* EPA List N: Disinfectants for Coronavirus (COVID-19)external icon *approved for use on porous surfaces.*

Job Specific Cleaning and Disinfection Procedures

- ***Job site construction trailers and storage containers***

  All job site construction trailers and storage containers *will be considered hard (non Porous) surfaces and disinfecting will be continually sanitized using a combination of bleach and water. At a minimum this disinfecting process will take place before the shift start, the end of the day and continuously during the day.*

  Heavy Equipment Trucks and Vehicles Hand Compactors Hand Tools etc. *will be considered hard (non-porous) surfaces and will be continuously sanitized with a mixture of bleach and water which will be kept adjacent to the drivers seat on all vehicles and readily available at the site to clean all tools.*

Electronics

- *For electronics such as tablets, touch screens, keyboards, remote controls, and ATM machines, remove visible contamination if present.*
  - *Follow the manufacturer's instructions for all cleaning and disinfection products.*
  - *Consider use of wipeable covers for electronics.*
  - *If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 60% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.*
  - *For electronic surfaces that can be cleaned or disinfected, use a product on* EPA List N: Disinfectants for Coronavirus (COVID-19)external icon .

Linens, Clothing, and Other Items That Go in the Laundry

- *In order to minimize the possibility of dispersing virus through the air, do not shake dirty laundry.*
- *Wear disposable gloves when handling dirty laundry from a person who is sick.*
- *Wash items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely.*
- *Dirty laundry from a person who is sick can be washed with other people's items.*
- *Clean and disinfect hampers or other carts for transporting laundry according to guidance above for hard or soft surfaces.*
- *Wash hands after handling dirty laundry.*

Personal Protective Equipment (PPE) and Hand Hygiene:

- ***The risk of exposure to cleaning staff is inherently low. Cleaning staff should wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash.***
    - *Gloves and gowns should be compatible with the disinfectant products being used.*
    - *Additional PPE might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.*
    - *Gloves and gowns should be removed carefully to avoid contamination of the wearer and the surrounding area. Be sure to Clean hands after removing gloves.*
    - *If gowns are not available, coveralls, aprons or work uniforms can be worn during cleaning and disinfecting. Reuseable (washable) clothing should be laundered afterwards. Clean hands after handling dirty laundry.*
- *Gloves should be removed after cleaning a room or area occupied by ill persons. Clean hands immediately after gloves are removed.*
- *Cleaning staff should immediately report breaches in PPE such as a tear in gloves or any other potential exposures to their supervisor.*
- ***Cleaning staff and others should clean hands often**, including immediately after removing gloves and after contact with an ill person, by washing hands with soap and water for 20 seconds. If soap and water are*

not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

- *Follow normal preventive actions while at work and home, including cleaning hands and avoiding touching eyes, nose, or mouth with unwashed hands.*
    - *Additional key times to clean hands include:*
        - *After blowing one's nose, coughing, or sneezing*
        - *After using the restroom*
        - *Before eating or preparing food*
        - *After contact with animals or pets*
        - *Before and after providing routine care for another person who needs assistance such as a child*

Additional Considerations for Employers:

- *Employers should work with their local and state health departments to ensure appropriate local protocols and guidelines, such as updated/additional guidance for cleaning and disinfection, are followed, including for identification of new potential cases of COVID-19.*
- *Employers should educate staff and workers performing cleaning, laundry, and trash pick-up activities to recognize the symptoms of COVID-19 and provide instructions on what to do if they develop symptom's within 14 days after their last possible exposure to the virus. At a minimum, any staff should immediately notify their supervisor and the local health department if they develop symptoms of COVID-19. The health department will provide guidance on what actions need to be taken.*
- *Employers should develop policies for worker protection and provide training to all cleaning staff on site prior to providing cleaning tasks. Training should include when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, and how to properly dispose of PPE.*
- *Employers must ensure workers are trained on the hazards of the cleaning chemicals used in the workplace in accordance with OSHA's Hazard Communication standard (29 CFR 1910.1200external icon).*
- *Employers must comply with OSHA's standards on Bloodborne Pathogens (29 CFR 1910.1030external icon), including proper disposal of regulated waste, and PPE (29 CFR 1910.132external icon).*

- **Employee Reporting and Home Isolation protocols that includes:**
    - *Mandatory reporting and stay-at-home requirements for anyone exhibiting signs and symptoms of Flu or COVID-19 and assurance that employees who report to work sick will be sent home. Returning to work shall only occur after the employee is symptom-free, without prophylactics, for 72 hours.*
    - *Mandatory reporting and stay-at-home requirements for anyone that has a positive or presumptive positive COVID-19 test, and/or has had a family member or close contact had a positive or presumptive positive COVID-19 test. Return to work shall be a minimum of 72 hours without symptom's .*
    - *Identification protocols for any close contacts, including, but not limited to other Contract/Consultant employees, Project Managers, Vendors, and Lanzo employees.*
    - *Home isolation requirements (14-day) when an employee has returned from China, Italy, Iran, South Korea, Europe, Ireland, United Kingdom, or other designated area, or cruise ship travel within the prior 14 days.*
- *Contractor/Consultant Reporting Procedures to Lanzo which shall include reporting of any employee that has been placed on home isolation, including an employee with any of the following: signs and symptoms, positive or presumptive positive COVID-19 test, and/or has had a family member or close contact had a positive or presumptive positive COVID-19 test. Reporting shall be made to the following*

- Lanzo Human Resources Dept.: _____
- Neil Stevenson Lanzo Safety Coordinator:_____
- Dated:_____

EXHIBT I

Miami-Dade Water and Sewer Department
Contractor COVID-19
Prevention and Reporting Plan Requirements
Updated 06-10-2021

Miami-Dade County Water and Sewer Department (WASD) continues to follow guidance from the Centers for Disease Control and Prevention (CDC) and the Florida Department of Health (FDOH) in the prevention of COVID-19. WASD is therefore requiring the submittal of a *COVID-19 Prevention and Reporting Plan*, herein COVID-19 Plan, from all contractors and consulting companies working on WASD properties and projects. A written COVID-19 Plan must be submitted prior to the issuance of contract Award or Notice to Proceed, or for existing Contractor/Consultants, within 48 hours of notification.

The COVID-19 Plan must include the following:

- An *Employee Education Program* that provides training to all Contractor/Consultant employees, on their Company's COVID-19 Plan elements, including but not limited to:
  - Signs and symptoms of COVID-19
  - Exposure control practices.
  - Reporting procedures and home isolation requirements that an employee must follow if they have signs and symptoms of Flu or COVID-19, if they are aware of another employee that has signs and symptoms of Flu or COVID-19, if they have had a positive or presumptive positive COVID-19 test, and/or a family member or close contact had a positive or presumptive positive COVID-19 test.
- *Procedures for Cleaning and Disinfection* of the work area, shared vehicles, restrooms/portable toilet facilities, etc., for disease prevention and in the event of a symptomatic, or positive or presumptive-positive COVID-19 employee.
- *Employee Reporting and Home Isolation* protocols that includes:
  - Mandatory reporting and stay-at-home requirements for anyone exhibiting signs and symptoms of Flu or COVID-19 and assurance that employees who report to work sick will be sent home. Returning to work shall only occur after the employee is symptom-free, without prophylactics, in accordance with CDC Guidelines
  - Mandatory reporting and stay-at-home requirements for anyone that has a positive or presumptive positive COVID-19 test, and/or has had a family member or close contact had a positive or presumptive positive COVID-19 test. Return to work shall be based on CDC guidelines.
  - Identification protocols for any close contacts, including, but not limited to other Contract/Consultant employees, Project Managers, Vendors, and WASD employees.
  - **RETURN TO WORK ON WASD PROJECTS MUST BE CLEARED BY WASD HUMAN RESOURCES**
- *Contractor/Consultant Reporting Procedures* to WASD which shall include reporting of any employee that has been placed on quarantine, or home isolation, including an employee with any of the following: signs and symptoms, positive or presumptive positive COVID-19 test, and/or has had a family member or close contact had a positive or presumptive positive COVID-19 test. Reporting shall be made to the following WASD personnel: _____WASD Project Manager and Donna Fries WASD Safety Supervisor.

COVID-19 Plans shall be submitted to _____(WASD Project Manager)