

Date: February 21, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(O)(1)

Resolution No. R-134-23

Subject: Resolution Ratifying the Award of Construction Contract S-981 Related to
Miami-Dade Water and Sewer Department's Consent Decree and Capital
Improvement Programs Acceleration Ordinance

Executive Summary

The attached resolution seeks to ratify the award of Construction Contract S-981 with Poole & Kent Company of Florida (Poole & Kent) in an amount not to exceed \$6,118,000.00 for the construction of heating ventilation & air conditioning (HVAC) improvements at the South District Wastewater Treatment Plant (SDWWTP). This project is for the replacement of existing equipment, which is experiencing failure and advanced corrosion. This project will also provide complete redundancy, hence increasing the reliability of the system.

Recommendation

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

Capital Improvement Project

WASD establishes a contract with a successful bidder for construction of heating ventilation & air conditioning (HVAC) improvements at the South District Wastewater Treatment Plant.

Item 1 – Ratifying award of Construction Contract for HVAC Improvements – Package “C” Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F, Contract No. S-981. This item requests ratification of a contract in a total amount not to exceed \$6,118,000 with a total contract period of 365 days to Poole & Kent. The contract is fully executed and was attested by the Clerk's Office on November 29, 2022.

Delegation of Authority

This contract was awarded pursuant to Section 2-8.2.12 of the Miami-Dade County Code related to WASD's Acceleration Ordinance, which delegates authority to the County Mayor or County Mayor's designee to award certain projects, to exercise the provisions in the Contract including the termination provision, and among other things, negotiate and settle claims, and execute change orders that do not exceed ten percent (10%) of the base contract amount, subject to ratification by the Board.

Scope

In an effort to continue providing good quality and reliable drinking water and sanitary services, the County needs to upgrade and rehabilitate its water and sewer assets. The SDWWTP is owned by the County and operated by WASD. This project is for the replacement of existing electrical equipment in the transformer rooms and existing HVAC systems at the SDWWTP, which are both experiencing failure and advanced corrosion. This project will also provide complete redundancy to these systems in the event the primary cooling system fails, hence increasing the reliability of the electrical feed to plant machinery and equipment. As shown on Exhibit A, the project is located at SDWWTP, located at 23300 SW 88 Avenue, Miami, FL, in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Fiscal Impact/Funding Source

The funding sources for this project are as follow: Wastewater Renewal Fund and Wastewater Special Construction Fund and are detailed on Exhibit A and other accompanying attachments. The fiscal impact to the County will be \$6,118,000.00 for this project.

Track Record/Monitoring

WASD's Deputy Director of Capital Improvements, Marisela Aranguiz, will oversee the implementation of this project.

Due Diligence/Safety Information

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

Background

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

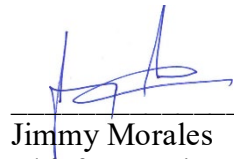
Exhibit A includes the details of the competitively bid award for which ratification is being requested. Exhibit A contains the information bulleted below for the contract award:

- Item Number
- Department Name
- Type of Solicitation
- Contract Type
- Contract No. / Project No.
- Project Name
- Firm Awarded
- Commission District

- Contract Amount
- Funding Source(s)
- Operations and Maintenance Costs
- Estimated Start Date/Estimated End Date
- Contract Measures: SBE Goods & Services; SBE-A/E; SBE-Construction; and CWP Program
- Brief Project Description

Attached as Exhibit B is the recommendation to award the contract referenced in Item No. 1 in this memorandum. A copy of the contract for this project is available from the Intergovernmental Affairs Division of WASD.

Attachments

A handwritten signature in blue ink, appearing to read "Jimmy Morales", is written over a horizontal line.

Jimmy Morales
Chief Operations Officer

Exhibit A

Ratification of Contract Awards Authorized by the WASD Accelerate Ordinance

Item No.	Dept. Name	Type of Solicitation	Contract Type	Contract No. Project No.	Project Name	Firm Awarded	Commission District	Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date Est. End Date	Contract Measures				Brief Project Description
												SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	
1	WASD	County Bid Process	Construction Contract		HVAC Improvements-Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F	Poole & Kent Company of Florida	District 8 (Daniella Cohen Higgins)	\$6,118,000.00	Wastewater Renewal Fund; Wastewater Special Construction Fund	Operations Cost: \$210,000 per year; and Maintenance Cost: \$95,000 per year	Estimated Notice to Proceed Date: As soon as possible Completion Date: (total contract period is 365 days)	2.56%	n/a	15.29%	n/a	This project is for the replacement of existing electrical equipment in the transformer rooms and existing HVAC systems at North Filter Building Substation 23 and 24 and South Filter Building Substation 27 and 28F at the South District Wastewater Treatment Plant, located at 23300 SW 88 Avenue, Miami, Florida.

Total Dollar Value of Award: \$6,118,000.00

MDC004

Exhibit B

Date:

To: Roy Coley, Director
Water and Sewer Department

From: Marisela Aranguiz, Deputy Director *MA*
Planning, Regulatory Compliance & Capital Infrastructure

Subject: Construction Contract Award Recommendation for HVAC Improvements –
Contract No. S-981 to Poole & Kent Company of Florida

EXECUTIVE SUMMARY:

The purpose of this item is to gain authorization to award construction contract S-981 to the lowest responsive and responsible bidder, Poole & Kent Company of Florida (hereafter "Poole & Kent"). Contract S-981 involves the construction of heating ventilation & air conditioning (HVAC) improvements at the South District Wastewater Treatment Plant (SDWWTP). This project is for the replacement of existing equipment, which is experiencing failure and advanced corrosion. This project will also provide complete redundancy, hence increasing the reliability of the systems.

RECOMMENDATION:

This recommendation for construction contract award for Contract No. S-981, between Poole & Kent and Miami-Dade County (the "County") has been prepared by the Miami-Dade Water and Sewer Department and is recommended for approval for a total compensation amount of \$6,118,000, with a total contract duration of 402 days.

DELEGATION OF AUTHORITY:

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

PROJECT BACKGROUND & DESCRIPTION:

The SDWWTP is owned the County and operated by WASD. This project is for the replacement of existing electrical equipment in the transformer rooms and existing HVAC systems at the SDWWTP, which are both experiencing failure and advanced corrosion. This project will also provide complete redundancy to these systems in the event the primary cooling system fails, hence increasing the reliability of the electrical feed to plant machinery and equipment.

The estimated total cost of the Project is \$6,118,000 (with a base of \$5,320,000.00 plus \$798,000.00 in an allowance and contingency account).

PROJECT NAME: HVAC Improvements – Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F

CONTRACT No.: S-981

PROJECT LOCATION: SDWWTP: 23300 SW 88th Avenue, Miami, FL 33190

COMMISSION DISTRICT: District 8, Danielle Cohen Higgins

MDC005

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
12:25:43 PM, 9/30/2022
CLERK OF THE BOARD

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

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

SBD REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES: (See EXHIBIT A, attached)

SUBMITTAL DATE: 5/04/2022

SIGNOFF DATE: 5/11/2022

TYPE	GOAL	COMMENT
SBE - Construction	15.29%	The estimated value is the product of the goal percentage multiplied by the sum of the Base Estimate plus the Contingency Allowance Amount.
SBE - Goods	2.56%	The estimated value is the product of the goal percentage multiplied by the sum of the Base Estimate plus the Contingency Allowance Amount.
CWP	0%	CWP is not applicable. The project is not in a Designated Target Area (DTA).

**MINIMUM QUALIFICATIONS
EXCEED REQUIREMENTS:**

The Project required the successful bidder to provide proof of past experience establishing the ability of the bidder to perform the Project's scope of work. Poole & Kent submitted a qualifications package which was examined by WASD and the Engineer of Record ("EOR") and determined to be acceptable by both.

**PROJECT TECHNICAL
CERTIFICATION
REQUIREMENTS:**

At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and the solicitation and contract documents, the Bidder and subcontractors must hold a valid, current, and active license of one of the following types: State General Contractor, General Engineering Contractor and/or other categories as applicable by Chapter 489 of the Florida Statutes or County Code Chapter 10. Applicable license categories for this project include but are not limited to: General Contractor (Prime); Mechanical License (Sub); Plumbing License (Sub); Electrical License (Sub); Building Specialties License (Sub).

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

MANDATORY CLEARINGHOUSE: Yes

FISCAL IMPACT / FUNDING SOURCE: (See EXHIBIT B, attached)

Wastewater Renewal Fund

Wastewater Special Construction Fund

CAPITAL BUDGET PROJECT NO. & DESCRIPTION:

Project #9653261 - Wastewater Treatment Plants – Replacement and Renovation
 Book Page: 83, Adopted Budget and Multi-Year Capital Plan for FY 2021-22

REQUEST TO ADVERTISE ESTIMATE: \$6,249,127.60
CAPITAL BUDGET PROJECTS TOTAL: \$6,118,000.00

OPERATIONS COST IMPACT/FUNDING: \$210,000 per year. The funding source for the operating impact is WASD Operating Revenues.

MAINTENANCE COST IMPACT/FUNDING: \$95,000 per year. The funding source for the operating impact is WASD Operating Revenues.

LIFE EXPECTANCY OF ASSET: 15 years

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

TOTAL CONTRACT PERIOD 365 Calendar Days to Final Completion

CONTINGENCY PERIOD 37 Calendar Days

IG FEE INCLUDED IN BASE CONTRACT Yes

ART IN PUBLIC PLACES No

BIDDER'S BASE ESTIMATE \$5,320,000.00

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

<u>Type</u>	<u>AMOUNT</u>	<u>PERCENT</u>
INFRASTRUCTURE	\$532,000.00	10.00%
<u>DEDICATED ALLOWANCES:</u>	<u>AMOUNT</u>	<u>PERCENT</u>
For Required Permits and Fees:	\$266,000.00	5.00%
<u>TOTAL DEDICATED ALLOWANCES:</u>		\$266,000.00
<u>TOTAL CONTRACT:</u>		\$6,118,000.00

SEA LEVEL RISE (Ord. No. 14-79): The impact of sea level rise has been considered.

SUSTAINABLE BUILDINGS ORDINANCE: (Ord. No. 07-65)

The project was related to a building retrofit. Due diligence was conducted by WASD to adhere to this ordinance to greatest extent possible.

TRACK RECORD / MONITOR/SBD HISTORY OF VIOLATIONS:

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

EXPLANATION:

On August 31, 2022, WASD received and opened three (3) bids (See Bid Tabulation, attached as EXHIBIT C) in response to an advertisement for an open competitive solicitation for the Project:

Company Name	Base Bid	Total Bid*
Poole & Kent Company of Florida	\$5,320,000.00	\$6,118,000.00
Lunacon Construction Group	\$5,725,937.00	\$6,584,827.56
Edge Construction USA, Inc.	\$6,949,366.00	\$7,991,770.90

**Total bid includes contingency & dedicated allowances.*

Poole & Kent was the lowest responsive and responsible bidder. Because contract measures were assigned, the three (3) lowest bids were forwarded to ISD's Division of Small Business Development (SBD) for a Compliance Review. On September 14, 2022, SBD issued the results of its Compliance Review and determined that the lowest bidder, Poole & Kent, was in compliance with the 15.29% SBE-Con and 2.56%% SBE-Goods subcontractor goals established for this Contract and was compliant with Implementing Orders 3-22 and 3-41. The SBD Compliance Review is attached hereto as EXHIBIT D.

The ISD's Capital Improvements Information System (CIIS) database contains (77) evaluations for Poole & Kent. The dates of the evaluations range from September 10, 2009, to March 2, 2022, with an average overall rating of 3.5 points out of a possible 4 points. See EXHIBIT E, attached hereto.

The Contract, Non-Collusion Affidavit, and the Vendor Affidavits Form executed by Poole & Kent, are attached hereto as EXHIBIT F, EXHIBIT G and EXHIBIT H, respectively.

The EOR reviewed the bid and on September 9, 2022 and recommended that WASD accept Poole & Kent's bid. See EXHIBIT I, attached hereto.

It is recommended that the project be awarded to Poole & Kent, the lowest responsible, responsive bidder, whose base bid of \$5,320,000.00 is approximately 2.1% below the EOR's estimated base cost of \$5,434,024.00.

<u>SUBMITTAL DATE:</u>	September 13, 2022
<u>ESTIMATED NOTICE TO PROCEED:</u>	As soon as possible
<u>PRIME CONTRACTOR:</u>	Poole & Kent Company of Florida
<u>COMPANY PRINCIPAL:</u>	Patrick H. Carr
<u>COMPANY QUALIFIERS:</u>	David A. Strickland
<u>EMAIL ADDRESS:</u>	brianm@pkflorida.com
<u>COMPANY ADDRESS:</u>	1781 NW North River Drive, Miami, Florida 33125

YEARS IN BUSINESS:

18 years

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

According to the Firm Vendor's Profile Contract History Report dated March 1, 2022, downloaded from the Business Management Workforce System (BMWS), Poole & Kent Company of Florida, has been awarded twenty-four (24) construction contracts with Miami-Dade County, with a total value of \$764,916,062.00. See EXHIBIT J attached hereto.

CONTRACT MANAGER NAME/PHONE/EMAIL:

Paul Adams / 786-863-9425 / Paul.Adams@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL:

Daniel Lizarazo / 305-205-0902 / daniel.lizarazo@miamidade.gov

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Roy Coley, Director
Contract No. S-981
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SIGNATURE PAGE

HVAC Improvements – Package “C” Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F,
Project No.: N/A; Contract No.: S-981



David Clodfelter
OMB Director

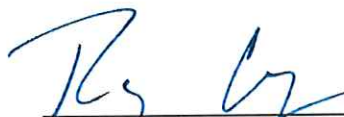
9/26/2022
Date

Approved as to legal sufficiency:



Angela F. Benjamin
Assistant County Attorney

September 23, 2022
Date



Roy Coley, WASD Director
on behalf of Mayor Daniella Levine Cava

9-30-22
Date



Small Business Development Division

Project Worksheet

Project/Contract Title: HVAC Improvements – Package “C” Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F

Received Date: 5/4/2022

Project/Contract No: S-981

Funding Source: Other

Department: Water & Sewer

Estimated Cost of Project/Bid: \$5,977,426.40

Description of Project/Bid: This project involves significant HVAC work, including the demolition and modification of an existing temporary air-conditioning system, the design and construction of a new spare chiller and cooling tower, removal of an existing exhaust system inside transformer rooms in two buildings and replacing them with new water cooled heat pump systems, replacing the existing HVAC system in the MCC control room with a new water cooled heat pump and adding a new Building Management System (BMS) to two buildings.

Contract Measures

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Goal	SBE - Con	15.29%
Goal	SBE - Goods	2.56%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CON).

SBD reviewed this project pursuant to Implementing Order(s) 3-22 and 3-41 for SBE-Con and SBE-Goods/Services measures. Project information analyzed included the project's scope of services, minimum requirements/qualifications and funding source. An attempt was made to assign this project a Set-Aside measure; however, three or more firms did not respond to the Verification of Availability to Bid as being able to meet the project's requirements.

An analysis of the factors contained in Implementing Order 3-22 indicates a 15.29% Small Business Enterprise – Construction (SBE-Con) subcontractor goal is appropriate in the trades of: Plumbing, Heating, and Air-Conditioning Contractors - 9.49% (HVAC Demo/Structural Demo-0.73%; Cooling Tower/HVAC equip/pipes-5.89%; HVAC/Structural/Electrical/Crew/Metal Fabrication/Install-2.88%) and Site Preparation Contractors - 5.80% (Hauling/Loading-5.80%).

Community Workforce Program (CWP) is not Applicable. The project is not in a Designated Target Area (DTA).

SMALL BUSINESS ENTERPRISE - GOODS (SBE-GOODS).

An analysis of the factors contained in Implementing Order 3-41 & Ordinance 14-41 indicates a 2.56% Small Business Enterprise – Goods & Services (SBE-Goods) subcontractor goal is appropriate in the commodity areas of Construction Materials (2.56%)(15010).

The SBE-Goods Subcontractor Goal can be met by First Tier, Second Tier and Third Tier, certified SBE-G&S firms.

NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors, NAICS 238220 Mechanical Contractors, NAICS 238910 Site Preparation Contractors and NIGP 15010 Construction Materials.

Small Business Contract Measure Recommendation

Subtrade

Plumbing, Heating, and Air-Conditioning Contractors
Site Preparation Contractors
Construction Materials

Category

SBE-Con
SBE-Con
SBE-Goods

Living Wages:

YES ☐ NO ☒

Highway:

YES ☐ NO ☒

Heavy Construction:

YES ☐ NO ☐

Responsible Wages:

YES ☒ NO ☐

Building:

YES ☒ NO ☐


SBD Director

5/11/22

Date

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

WASTEWATER TREATMENT PLANTS - MISCELLANEOUS UPGRADES

PROGRAM #: 9652061

DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements
 LOCATION: Wastewater Treatment Plants
 Various Sites

District Located: Systemwide
 District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Future WASD Revenue Bonds	0	2,482	0	0	0	0	0	0	2,482
WASD Revenue Bonds Sold	2,160	0	0	0	0	0	0	0	2,160
TOTAL REVENUES:	2,160	2,482	0	0	0	0	0	0	4,642
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	2,031	2,333	0	0	0	0	0	0	4,364
Planning and Design	130	149	0	0	0	0	0	0	279
TOTAL EXPENDITURES:	2,160	2,482	0	0	0	0	0	0	4,642

WASTEWATER TREATMENT PLANTS - REPLACEMENT AND RENOVATION

PROGRAM #: 9653261

DESCRIPTION: Renovate and replace wastewater treatment plant facilities and structures within plant sites
 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
Wastewater Renewal Fund	52,384	15,744	9,000	9,000	9,000	9,000	9,000	9,000	122,128
Wastewater Special Construction Fund	3,236	0	0	0	0	0	0	0	3,236
TOTAL REVENUES:	55,620	15,744	9,000	9,000	9,000	9,000	9,000	9,000	125,364
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	49,527	18,269	8,550	8,550	8,550	8,550	8,550	8,550	119,096
Major Machinery and Equipment	521	192	90	90	90	90	90	90	1,253
Planning and Design	2,086	769	360	360	360	360	360	360	5,015
TOTAL EXPENDITURES:	52,134	19,230	9,000	9,000	9,000	9,000	9,000	9,000	125,364

WASTEWATER - INFRASTRUCTURE IMPROVEMENTS (BUILDING BETTER COMMUNITIES BOND PROGRAM)

PROGRAM #: 2000001494

DESCRIPTION: Replace, upgrade and expand existing wastewater infrastructure throughout the wastewater system, to include force mains, injection wells, pump stations, electrical systems and plant treatment processes
 LOCATION: Various Sites
 Various Sites

District Located: Countywide
 District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
BBC GOB Financing	0	5,000	5,000	5,000	0	0	0	0	15,000
TOTAL REVENUES:	0	5,000	5,000	5,000	0	0	0	0	15,000
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	5,000	5,000	5,000	0	0	0	0	15,000
TOTAL EXPENDITURES:	0	5,000	5,000	5,000	0	0	0	0	15,000

Project: 15782 - SDWWTP Effluent Pump station back up chiller replacement Bid Open Date: 08.31.2022 2:00 PM				Engineer's Estimate		POOLE AND KENT COMPANY FLORIDA Wendy Campbell WendyC@pkflorida.com	
Base Bid				Unit Cost	Total Cost	Unit Cost	Total Cost
Description	Quantity	UoM					
001 For performing preparatory work and operations for mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payment items, the aggregate sum of	1	LS		230,664.00	230,664.00	490,000.00	490,000.00
002 For demolition, modification including the temporary A/C and electric service and all other appurtenant items and work required for a complete preparation for the Project complete, the aggregate sum of	1	LS		263,597.00	263,597.00	620,000.00	620,000.00
003 For selling and delivering to the Department all necessary materials, equipment and supplies, as shown on plans, except for those called out in another Quotation Item, for the new system, complete will be paid at the aggregate sum of	1	LS		3,201,193.00	3,201,193.00	3,810,000.00	3,810,000.00
004 For all other costs incurred in completing the Project, including installation of materials, equipment and supplies under item No.3 (except those included in another Quotation item) and all miscellaneous costs for the Project complete, the aggregate sum of	1	LS		1,738,570.00	1,738,570.00	400,000.00	400,000.00
Base Bid Cost Total					5,434,024.00		5,320,000.00
Dedicated Allowance							
500 For cost of required permits, fees, inspections, impact fees, if authorized by the Engineer, the sum of 5% of the Subtotal, Item 5, (.05) X (Subtotal, Item 5)	1	LS		271,701.20	271,701.20	266,000.00	266,000.00
Dedicated Allowance Cost Total					271,701.20		266,000.00
Contingency							
900 For unforeseen conditions for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 5, (0.10) X (Subtotal, Item 5):	1	LS		543,402.40	543,402.40	532,000.00	532,000.00
Contingency Cost Total					543,402.40		532,000.00
Total Bid					6,249,127.60		6,118,000.00

Project: 15782 - SDWWTP Effluent Pump station back up chiller replacement Bid Open Date: 08.31.2022 2:00 PM				LUNACON ENGINEERING GROUP CORP Maria Russell mrussel@lunaconcorp.com		EDGE CONSTRUCTION USA, INC. Michael Duncan mduncan@edgeconstruction-inc.com	
Description		Quantity	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid							
001	For performing preparatory work and operations for mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payment items, the aggregate sum of	1	LS	37,578.75	37,578.75	250,000.00	250,000.00
002	For demolition, modification including the temporary A/C and electric service and all other appurtenant items and work required for a complete preparation for the Project complete, the aggregate sum of	1	LS	157,127.53	157,127.53	500,000.00	500,000.00
003	For selling and delivering to the Department all necessary materials, equipment and supplies, as shown on plans, except for those called out in another Quotation Item, for the new system, complete will be paid at the aggregate sum of	1	LS	4,441,668.74	4,441,668.74	2,100,000.00	2,100,000.00
004	For all other costs incurred in completing the Project, including installation of materials, equipment and supplies under item No.3 (except those included in another Quotation item) and all miscellaneous costs for the Project complete, the aggregate sum of	1	LS	1,089,561.99	1,089,561.99	4,099,366.00	4,099,366.00
Base Bid Cost Total					5,725,937.01		6,949,366.00
Dedicated Allowance							
500	For cost of required permits, fees, inspections, impact fees, if authorized by the Engineer, the sum of 5% of the Subtotal, Item 5, (.05) X (Subtotal, Item 5)	1	LS	286,296.85	286,296.85	347,468.30	347,468.30
Dedicated Allowance Cost Total					286,296.85		347,468.30
Contingency							
900	For unforeseen conditions for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 5, (0.10) X (Subtotal, Item 5):	1	LS	572,593.70	572,593.70	694,936.60	694,936.60
Contingency Cost Total					572,593.70		694,936.60
Total Bid					6,584,827.56		7,991,770.90

DATE: September 14, 2022

TO: Paul Adams, Chief
Construction Contracts
Water & Sewer Department

Memorandum



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

A large, stylized handwritten signature in blue ink, likely belonging to Gary Hartfield, is written over the "FROM:" field and extends into the "SUBJECT:" field.

SUBJECT: Compliance Review
Project No. S-981
Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23
And 24 and South Filter Building Substation 27 and 28F

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Construction (SBE-Con) and Small Business Enterprise Goods and Services (SBE-G & S) programs. The contract measures established for this project is a 15.29% SBE-Construction and 2.56% SBE-Goods subcontractor goals.

The Miami-Dade Water and Sewer Department has submitted contract documents that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measures. The referenced firms also submitted a Utilization Plan (UP) identifying the SBE subcontractors to fulfill the goals via the Business Management Workforce System (BMWS) and the following is the pre-award compliance status and summary.

FIRM:

STATUS:

1. Poole & Kent Company of Florida
2. Edge Construction USA, Inc.

Compliant
Non-Compliant

SUMMARY:

Poole & Kent Company of Florida (#1), a non-certified, SBE-Con firm, committed to utilize Onair, Inc., a certified, SBE-Con firm to perform HVAC work at 15.29% in satisfaction of the 15.29% SBE-Con subcontractor goal. The Utilization Plan submitted by Poole & Kent Company of Florida was confirmed by the subcontractor and approved pursuant to the firm's commitment to achieve the 15.29% SBE-Con goal.

Poole & Kent Company of Florida also committed to utilize A & B Pipe and Supply, Inc./Global Distribution Industries, Inc., a certified, SBE-G&S firm to supply mechanical materials at 2.56% in satisfaction of the 2.56% SBE-Goods & Services subcontractor goal. The Utilization Plan submitted by Poole & Kent Company of Florida was confirmed by the subcontractor and approved pursuant to the firm's commitment to achieve the 2.56% SBE-G&S goal.

Poole & Kent Company of Florida is in compliance with the 15.29% SBE-Con and 2.56% SBE-G&S subcontractor goals established for this contract. Poole & Kent Company of Florida is deemed compliant with Implementing Order 3-22 and 3-41 governing the SBE-Con and SBE-G&S programs.

Edge Construction USA, Inc. (#2), a non-certified, SBE-Con firm, failed to submit the Utilization Plans (UP's) identifying the firm(s) that will fulfill the measures established for this contract within the timeframe specified. The UP request was submitted to the contractor on September 1, 2022 with a due date of September 7, 2022. A courtesy reminder was emailed to Edge Construction USA, Inc. on September 6, 7 and September 8, 2022 extending the submittal date to September 9, 2022. However, on September 9, 2022 Edge Construction USA, Inc. advised via email that the firm would not submit the UP's with the necessary revisions and would not participate on this project.

As such, Edge Construction USA, Inc. has been found Non-compliant with the overall Small Business measures established for this contract.

Paul Adams
Project No. S-981
September 14, 2022
Page 2

SBD has verified that the referenced firms are not listed on the *Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years* with an open violation. Please be reminded that SBD staff reviewed and addressed compliance with the SBE-Con measure. The Contract and Specifications Section of the Miami-Dade Water and Sewer Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Caesar E. Suarez, SBD Capital Improvement Project Specialist at (305) 375-3141.

c: Laurie Johnson, SBD, ISD
File



Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

Exhibit
E

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
ID	<u>I-190008</u>	7360	<u>Poole & Kent Company of Florida</u>	1/8/2020	Marc LaFrance	Completion of construction	<u>3.6</u>
ID	<u>E162061-B</u>	7360	<u>Poole & Kent Company of Florida</u>	12/7/2020	Kevin Montero	Project conclusion or closeout	<u>3.5</u>
WS	<u>S-890</u>	CON	<u>Poole & Kent Company of Florida</u>	2/25/2021	Huren An (Jeff)	Completion of construction	<u>2.8</u>
WS	<u>S-897</u>	CON	<u>Poole & Kent Company of Florida</u>	3/29/2021	Huren An (Jeff)	Interim	<u>3.5</u>
WS	<u>S-870</u>	CON	<u>Poole & Kent Company of Florida</u>	6/1/2021	James Ferguson	Project conclusion or closeout	<u>3.1</u>
	WO: <u>1</u>						
WS	<u>P0210</u>	7360	<u>Poole & Kent Company of Florida</u>	7/20/2021	Huren An (Jeff)	Completion of construction	<u>2.9</u>
WS	<u>S-922</u>	CON	<u>Poole & Kent Company of Florida</u>	9/16/2021	Huren An (Jeff)	Interim	<u>3.6</u>
WS	<u>S-922</u>	CON	<u>Poole & Kent Company of Florida</u>	9/16/2021	Huren An (Jeff)	Interim	<u>3.6</u>
WS	<u>W-938</u>	CON	<u>Poole & Kent Company of Florida</u>	9/16/2021	Julio Vidal	Completion of study or design	<u>3.5</u>
	WO: <u>1</u>						
WS	<u>S-908R</u>	CON	<u>Poole & Kent Company of Florida</u>	2/28/2022	Huren An (Jeff)	Interim	<u>3.5</u>
WS	<u>S-909</u>	CON	<u>Poole & Kent Company of Florida</u>	3/2/2022	Huren An (Jeff)	Interim	<u>3.7</u>
WS	<u>S-897</u>	CON	<u>Poole & Kent Company of Florida</u>	3/6/2020	Huren An (Jeff)	Interim	<u>3.2</u>
WS	<u>S-882R</u>	CON	<u>Poole & Kent Company of Florida</u>	3/6/2020	Huren An (Jeff)	Interim	<u>2.9</u>
WS	<u>S-908R</u>	CON	<u>Poole & Kent Company of Florida</u>	5/15/2020	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-903</u>	CON	<u>Poole & Kent Company of Florida</u>	7/29/2020	Huren An (Jeff)	Completion of construction	<u>3.7</u>
WS	<u>S-922</u>	CON	<u>Poole & Kent Company of Florida</u>	7/31/2020	Huren An (Jeff)	Interim	<u>3.5</u>
WS	<u>S-882R</u>	CON	<u>Poole & Kent Company of Florida</u>	7/31/2020	Huren An (Jeff)	Interim	<u>3.2</u>
WS	<u>S-905R</u>	CON	<u>Poole & Kent Company of Florida</u>	12/4/2020	Huren An (Jeff)	Completion of construction	<u>3.9</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/28/2009	Mario Garcia	Interim	<u>3.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/29/2009	Mario Garcia	Interim	<u>3.3</u>
WS	<u>S-816 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/10/2009	Mario Garcia	Completion of construction	<u>4.0</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.4</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>2.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Project conclusion or closeout	<u>3.8</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.0</u>
WS	<u>W-857 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	10/7/2011	Robert Stebbins Jr.,	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	1/31/2012	Mario Garcia	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	2/24/2012	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	10/1/2012	Mario Garcia	Interim	<u>3.8</u>
WS	<u>W-857 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	11/30/2012	Robert Stebbins Jr.,	Project conclusion or closeout	<u>3.8</u>
	WO: <u>1</u>						
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	11/25/2013	Mario Garcia	Interim	<u>3.9</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	2/7/2014	Mario Garcia	Completion of construction	<u>3.7</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	5/20/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	5/20/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	8/6/2014	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	8/7/2014	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	10/23/2014	Mario Garcia	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	10/23/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>S-863</u>	CON	<u>Poole & Kent Company of Florida</u>	2/18/2015	Mario Garcia	Project conclusion or closeout	<u>4.0</u>
WS	<u>S-852</u>	CON	<u>Poole & Kent Company of Florida</u>	3/12/2015	Augustin J Durand	Interim	<u>2.8</u>
	WO: <u>1</u>						
WS	<u>DB09-WASD-05</u>	DES	<u>Poole & Kent Company of Florida</u>	5/5/2015	Mario Garcia	Project conclusion or closeout	<u>4.0</u>
WS	<u>P0141</u>	7360	<u>Poole & Kent Company of Florida</u>	7/20/2015	Augustin J Durand	Interim	<u>3.3</u>
WS	<u>P0141</u>	7360	<u>Poole & Kent Company of Florida</u>	11/13/2015	Joaquin O. Roa	Project conclusion or closeout	<u>4.0</u>
WS	<u>S-877</u>	CON	<u>Poole & Kent Company of Florida</u>	11/8/2017	Jules Durand	Interim	<u>3.8</u>
	WO: <u>1</u>						
WS	<u>S-871</u>	CON	<u>Poole & Kent Company of Florida</u>	11/14/2017	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-903</u>	CON	<u>Poole & Kent Company of Florida</u>	12/8/2017	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-889</u>	CON	<u>Poole & Kent Company of Florida</u>	1/18/2018	Huren An (Jeff)	Interim	<u>3.5</u>

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WS	<u>S-903</u>	CON	<u>Poole & Kent Company of Florida</u>	3/2/2018	Daniel Edwards	Interim	<u>3.6</u>
WS	<u>S-889</u>	CON	<u>Poole & Kent Company of Florida</u>	5/16/2018	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-903</u>	CON	<u>Poole & Kent Company of Florida</u>	5/18/2018	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-905R</u>	CON	<u>Poole & Kent Company of Florida</u>	5/21/2018	Huren An (Jeff)	Interim	<u>4.0</u>
WS	<u>S-852</u>	CON	<u>Poole & Kent Company of Florida</u>	5/29/2018	Augustin J Durand	Project conclusion or closeout	<u>3.6</u>
WO: 1							
WS	<u>S-889</u>	CON	<u>Poole & Kent Company of Florida</u>	8/3/2018	Huren An (Jeff)	Interim	<u>3.6</u>
WS	<u>S-877</u>	CON	<u>Poole & Kent Company of Florida</u>	8/22/2018	Jules Durand	Project conclusion or closeout	<u>3.8</u>
WS	<u>S-890</u>	CON	<u>Poole & Kent Company of Florida</u>	8/21/2018	Huren An (Jeff)	Interim	<u>2.8</u>
WS	<u>S-891</u>	CON	<u>Poole & Kent Company of Florida</u>	11/26/2018	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-905R</u>	CON	<u>Poole & Kent Company of Florida</u>	1/9/2019	Huren An (Jeff)	Interim	<u>4.0</u>
WS	<u>P0210</u>	7360	<u>Poole & Kent Company of Florida</u>	2/12/2019	Huren An (Jeff)	Interim	<u>3.0</u>
WS	<u>S-891</u>	CON	<u>Poole & Kent Company of Florida</u>	2/12/2019	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-880</u>	CON	<u>Poole & Kent Company of Florida</u>	2/19/2019	Daniel Edwards	Interim	<u>3.0</u>
WS	<u>S-880</u>	CON	<u>Poole & Kent Company of Florida</u>	2/20/2019	Daniel Edwards	Interim	<u>2.7</u>
WS	<u>S-909</u>	CON	<u>Poole & Kent Company of Florida</u>	2/21/2019	Huren An (Jeff)	Interim	<u>3.1</u>
WS	<u>S-905R</u>	CON	<u>Poole & Kent Company of Florida</u>	2/25/2019	Huren An (Jeff)	Interim	<u>4.0</u>
WS	<u>S-897</u>	CON	<u>Poole & Kent Company of Florida</u>	8/9/2019	Huren An (Jeff)	Interim	<u>3.3</u>
WS	<u>S-891</u>	CON	<u>Poole & Kent Company of Florida</u>	8/29/2019	Huren An (Jeff)	Interim	<u>3.5</u>
WS	<u>P0210</u>	7360	<u>Poole & Kent Company of Florida</u>	8/29/2019	Huren An (Jeff)	Interim	<u>3.2</u>
WS	<u>P0210</u>	7360	<u>Poole & Kent Company of Florida</u>	8/29/2019	Huren An (Jeff)	Interim	<u>3.4</u>
WS	<u>S-870</u>	CON	<u>Poole & Kent Company of Florida</u>	10/25/2019	James Ferguson	Interim	<u>3.2</u>
WO: 1							
WS	<u>S-909</u>	CON	<u>Poole & Kent Company of Florida</u>	11/15/2019	Huren An (Jeff)	Interim	<u>3.2</u>

Evaluation Count: 77 Contractors: 1 Average Evaluation: 3.5

CONTRACT

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

WITNESSETH

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

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

**"HVAC IMPROVEMENTS – PACKAGE "C" EFFLUENT PUMP STATION BACK UP
CHILLER ADDITION, NORTH FILTER BUILDING SUBSTATION 23 AND 24, AND
SOUTH FILTER BUILDING SUBSTATION 27 AND 28F,
CONTRACT NO. S-981"**

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Six Million
One Hundred Eighteen Thousand Dollars and No Cents (U.S. Dollars) \$6,118,000.00.**

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

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

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

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

CONTRACT

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

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

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

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

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

CONTRACT

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

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor or Mayor's Designee

(PARTY OF THE FIRST PART)

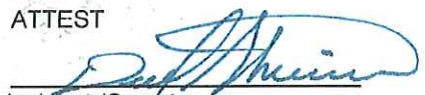
Approved as to Form and Legal Sufficiency

Assistant County Attorney
Miami-Dade Water and Sewer Department

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

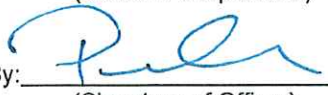
ATTEST


Assistant (Secretary)

David A. Strickland
(Print or type name)

Poole & Kent Company of Florida

(Name of Corporation)

By: 

(Signature of Officer)

Patrick H. Carr

(Print or type name)

President & CEO

(Official Title)

1781 N.W. North River Drive

Miami, FL 33125

(Address)

(PARTY OF THE SECOND PART)

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



Exhibit
G

NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (*this Affidavit*) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☒ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: Contract No. S-981

Solicitation Title: HVAC Improvements – Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F

By: _____

Signature of Affiant

Date: September 13 20 22

Patrick H. Carr, President & CEO

Printed Name of Affiant and Title

7 / 5 - 3 / 1 / 6 / 3 / 4 / 6 6

Federal Employer Identification Number

Poole & Kent Company of Florida

Printed Name of Bidder/Proposer

1781 N.W. North River Drive, Miami, FL 33125

Address of Bidder/Proposer



Exhibit A

Below listed are all other parties (legal entity) bidding/proposing in competitive

Solicitation No.: Contract No. S-981

Solicitation Title: HVAC Improvements – Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F

Lunacon Construction Group

Edge Construction USA, Inc.



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

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773

www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. **It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.**

Exhibit
H

FEDERAL EMPLOYER

IDENTIFICATION NUMBER (FEIN)

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

☒ **FEIN** 75-3163466

NORTH AMERICAN INDUSTRY

CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☒ **NAICS Code** 237110

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

Poole & Kent Company of Florida

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

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

1781 N.W. North River Drive

Miami

Florida

U.S.A.

33125

Street Address (P.O. Box Number is not permitted)

City

State (U.S.A.)

Country

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT
(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
None		

OWNERS

CHECK BOXES BELOW

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY							
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other		

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS	% OF OWNERSHIP												
EMCOR Group, Inc.	100%	301 Meritt Seven, Norwalk, CT 06851											

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

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

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

1. Does your firm have a collective bargaining agreement with its employees? Yes X No _____
2. Does your firm provide paid health care benefits for its employees? Yes X No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

		NUMBER OF EMPLOYEES	
		Males	Females
White		57	8
Black		20	0
Hispanic		35	9
Asian/Pacific Islander		2	0
Native American/Alaskan Native		0	0
Other			
Total Number of Employees		114	17
		131	
		Total Employees	

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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

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

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

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

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

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

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

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

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

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

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

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

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

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

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

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

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

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

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

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

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

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

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

AFFIRMATION

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

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



(Signature of Affiant)

September 13, 2022

(Date)

Patrick H. Carr, President & CEO

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public –

State of: Florida

State

Miami-Dade

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13th day of September 20 22.

by Patrick H. Carr

He or she is personally known to me ☒

Or has produced identification ☐

Type of Identification Produced



Signature of Notary Public

HH 062370

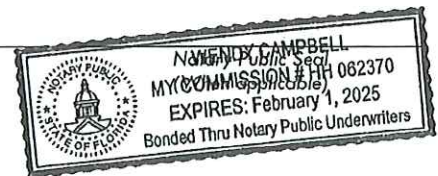
(Serial Number)

Wendy Campbell

Print or Stamp of Notary Public

February 1, 2025

Expiration Date



Memorandum

Bid Evaluation Summary

Date: September 9, 2022 Jacobs
Project: SDWWTP HVAC Improvements – Package "C" – Contract S-981 / ER S049807 3150 SW 38th Avenue – Suite 700
Miami, FL 33146
United States
PCTS No: 15782
Attention: Julio Vidal, P.E.; Paul Adams www.jacobs.com
Company: Miami-Dade Water and Sewer Department (WASD):
Prepared by: Jacobs
Copies to: File

The Miami-Dade Water and Sewer Department (WASD) received bids on August 31, 2022 for the South District Wastewater Treatment Plant Heating, Ventilation, Air Conditioning (HVAC) Improvement – Package "C", Contract S-981. Three bids were received from contractors and two of the bids were within 10% of the engineer's opinion of cost estimate prepared by the Jacobs / ADA Engineering* Team. This memorandum provides a summary of the received bids and a comparison with the engineer's cost estimate. Attachment 1 includes a summary table presenting the 3 bids including the engineer's cost estimate.

Bids were received from Poole & Kent Company of Florida, Lunacon Engineering Group Corporation, and Edge Construction USA Inc. The bid prices were submitted on the Proposal Form for Contract S-981. The base bid prices (not including allowances) submitted by each of the 3 bidders are shown in Table 1.

Table 1 – Base Bid Cost Total Summary

<u>Poole and Kent Company Florida</u>	<u>Lunacon Engineering Corporation</u>	<u>Edge Construction USA, Inc</u>
<u>\$5,320,000.00</u>	<u>\$5,725,937.01</u>	<u>\$6,949,366.00</u>

By comparison, the engineer's base bid estimate for the project was \$5,434,024.00. The lowest bid of \$5,320,000.00 (Poole & Kent) is 2.1% below the engineer's base cost estimate.

Based on the review of the bid proposal by Poole & Kent, the base bid cost is reasonable considering the 2.1% difference with respect to the Engineer's opinion of cost estimate and current market conditions. The individual bid item amounts and corresponding calculations submitted by all bidders were confirmed to be correct based on bid proposal information received from Miami-Dade WASD. Attachment A includes a summary table that compares the lowest bidder against the engineer's cost estimate.

The lowest bidder provided documentation satisfying experience and license requirements in the contract documents. The lowest bidder has been in business for 18 years, and provided experience which includes 7 completed projects at Miami-Dade WASD facilities.

No further documentation is required by the Jacobs / ADA Engineering Team; however, Miami-Dade WASD should review and request any information required to satisfy the contractual requirements (i.e. bond, insurance, CWP, front end requirements, etc.).

**NOTE: ADA Engineering is the design engineer of record except for cost estimating services.*

Memorandum

Recommendation

Based on the bid proposal received and considering the experience of Poole & Kent in the industry, South District WWTP and Miami-Dade County, the Jacobs / ADA Engineering Team hereby recommend to proceed with contract award.

Miami-Dade WASD to confirm the contractor receiving the award has a rating of 2.5 or higher in the Capital Improvement Information System (CIIS) database and has no outstanding debts, no goal deficits, and has submitted required insurance, bonds, affidavits and required documentation in the contract documents by the time of award (as per Miami Dade Ordinance Sec 2-8.2.12 – MDWASD Consent Decree and Capital Improvement Programs Acceleration Ordinance).

Memorandum

**Attachment 1 – SDWTP HVAC Package C Improvements S-981
Bid Summary**

Memorandum

Project: 15782 - SDWWTP Effluent Pump station back up chiller replacement Bid Open Date 08/31/2022 2:00 PM				Engineer's Estimate		POOLE AND KENT COMPANY FLORIDA Wendy Campbell WendyC@pkflorida.com		LUNACON ENGINEERING GROUP CORP Maria Russell mruscl@lunaconcorp.com		EDGE CONSTRUCTION USA, INC. Michael Duncan mduncan@edgeconstruction-inc.com	
	Description	Quantity	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid											
001	For performing preparatory work and operations for mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payment items, the aggregate sum of	1	LS	230,664.00	230,664.00	490,000.00	490,000.00	37,578.75	37,578.75	250,000.00	250,000.00
002	For demolition, modification including the temporary A/C and electric service and all other appurtenant items and work required for a complete preparation for the Project complete, the aggregate sum of	1	LS	263,597.00	263,597.00	620,000.00	620,000.00	157,127.53	157,127.53	500,000.00	500,000.00
003	For selling and delivering to the Department all necessary materials, equipment and supplies, as shown on plans, except for those called out in another Quotation Item, for the new system, complete will be paid at the aggregate sum of	1	LS	3,201,193.00	3,201,193.00	3,810,000.00	3,810,000.00	4,441,668.74	4,441,668.74	2,100,000.00	2,100,000.00
004	For all other costs incurred in completing the Project, including installation of materials, equipment and supplies under Item No.3 (except those included in another Quotation Item) and all miscellaneous costs for the Project complete, the aggregate sum of	1	LS	1,738,570.00	1,738,570.00	400,000.00	400,000.00	1,089,561.99	1,089,561.99	4,099,366.00	4,099,366.00
Base Bid Cost Total				6,434,024.00		6,320,000.00		6,725,937.01		6,849,366.00	
Dedicated Allowance											
500	For cost of required permits, fees, inspections, impact fees, if authorized by the Engineer, the sum of 5% of the Subtotal, Item 5, (.05) X (Subtotal, Item 5)	1	LS	271,701.20	271,701.20	266,000.00	266,000.00	286,296.85	286,296.85	347,468.30	347,468.30
Dedicated Allowance Cost Total				271,701.20		266,000.00		286,296.85		347,468.30	
Contingency											
900	For unforeseen conditions for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 5, (0.10) X (Subtotal, Item 5):	1	LS	543,402.40	543,402.40	532,000.00	532,000.00	572,593.70	572,593.70	694,936.60	694,936.60
Contingency Cost Total				643,402.40		632,000.00		672,693.70		694,936.60	
Total Bid					6,249,127.60	6,118,000.00	6,584,827.56	7,991,770.90			

Vendor Profile: Contracts

[General](#) [Public Profile](#) [Users](#) [Commodity Codes](#) [Contacts](#) [Certifications](#) **Contracts** [Workforce Comp/EEO](#) [EDP Registrations](#)

Poole & Kent Company of Florida

System Vendor Number: 20349392

[Mark As Favorite](#)

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	P0246: ALEXANDER ORR JR. WTP RADIATOR INSTALLATION	Wendy Campbell		6/30/2021 to 6/3/2022	\$1,321,200	\$708,806
View	TW938: AOWTP Pump 6 Replacement	Wendy Campbell		4/19/2019 to 9/30/2019	\$7,841,070	\$6,136,660
View	TS922: CD 1.05.2 EFFLUENT PS ELECTRIA	Wendy Campbell	1 incomplete audit	11/6/2019 to 9/30/2021	\$25,576,690	\$21,999,617
View	S-880: CD 2.03 AND 2.04 PLANT 1 AND PLANT 2 HEADWORKS UPGRADES, 2.18(1) ODOR CONTROL SYSTEMS AND 2.25(2) VENTILATION IMPROVEMENTS	Wendy Campbell		8/24/2016 to 10/7/2019	\$15,895,297	\$14,598,175
View	S-889: CD 2.15(1) PLANT 2 CLUSTER 1 DIGESTER UPGRADES	Wendy Campbell		10/19/2016 to 6/18/2021	\$26,411,043	\$28,094,462
View	S-891: CD 2.19(2) CO-GEN FACILITY AND 2.01(6) ELECTRICAL IMPROVEMENTS	Wendy Campbell		7/19/2017 to 6/30/2019	\$36,003,300	\$32,614,244
View	P0210: CD 2.21 PUMP STATION 1 AND CD 2.25_4_ VENTILATION IMPROVEMENTS	Wendy Campbell		4/6/2018 to 10/8/2019	\$4,155,850	\$3,340,495
View	T908R: CD 5.03 UPGRADE OF PS 0692	Wendy Campbell		1/23/2019 to 9/30/2019	\$10,118,300	\$7,730,587
View	S-903: CD 5.12 UPGRADE OF SEWAGE PUMP STATION NO. 0187	Wendy Campbell		2/7/2017 to 1/23/2019	\$5,798,030	\$5,449,675
View	S-905R: CD 5.5 UPGRADE OF PUMP STATION 0415	Wendy Campbell		9/19/2017 to 7/15/2020	\$6,988,345	\$6,862,375
View	T882R: CD1.02 OXYGEN PRODUCT SDWWTP	Wendy Campbell		2/6/2019 to 9/30/2019	\$9,084,330	\$6,446,088
View	S-890: CDWWTP CHLORINATION FACILITIES CONSENT DECREE PROJECT 2.17	Wendy Campbell		4/18/2016 to 12/21/2017	\$13,413,000	\$13,427,122
View	S-870: CDWWTP INDUSTRIAL INJECTION WELL SURFACE FACILITIES	Wendy Campbell		3/16/2017 to 11/10/2019	\$26,067,922	\$25,591,909
View	TS909: CDWWTP PLANT2 CLUSTER2 DIGETER	Wendy Campbell		5/18/2018 to 7/23/2022	\$29,227,440	\$20,631,958
View	DB09-WASD-05 (BUILD): DESIGN-BUILD OF COGENERATION FACILITY IMPROVEMENTS AT	Wendy Campbell	Closed	4/2/2012 to	\$18,039,955	\$0

MDC033

SOUTH DISTRICT WASTEWATER TREATMENT PLANT					1/7/2016		
View	TDB18WASD2: Designbuild Thickening Sludge	Wendy Campbell	8 incomplete audits	8/6/2020 to 6/27/2023	\$195,555,440	\$121,151,748	
View	S-852: MASTER PUMP STATION NO. 3	Wendy Campbell		2/19/2014 to 6/18/2015	\$21,976,500	\$18,766,180	
View	S-877: NORTH DISTRICT WASTEWATER TREATMENT PLANT NEW PUMPS FOR EXISTING DEEP INJECTION WELL PUMPING STATION	Wendy Campbell	Closed	9/1/2016 to 12/31/2019	\$6,300,550	\$5,515,032	
View	S-871: NORTH DISTRICT WASTEWATER TREATMENT PLANT PRETREATMENT/SLUDGE TRANSFER REHABILITATION	Wendy Campbell	Closed	10/22/2015 to 1/31/2018	\$17,895,350	\$15,901,032	
View	TS935: OOL CONSTRUCTION PACKAGE ST-1B	Wendy Campbell		1/21/2022 to 9/30/2022	\$80,560,000	\$16,097,716	
View	RTQ-00103_0003: PROTECTIVE COATING SERVICES - PREQUALIFICATION	Wendy Campbell		5/14/2015 to 5/31/2023	\$0	\$0	
View	TS897: SDWWTP DIGESTER & CONTROL BLD	Wendy Campbell		10/3/2018 to 6/18/2021	\$93,361,000	\$53,677,208	
View	TS931: SDWWTP HEADWORKS & OXYGENATION	Wendy Campbell		10/14/2021 to 3/3/2024	\$107,605,400	\$54,576,472	
View	S-863 (P0082): SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 (S-863)	Wendy Campbell	Closed	4/2/2013 to 12/31/2019	\$5,720,050	\$0	
Number of contracts as prime: 24					\$764,916,062	\$479,317,560	

Contracts as Subcontractor

No contracts assigned as a subcontractor.

Customer Support

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MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)

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)(1)
2-21-23

RESOLUTION NO. R-134-23

RESOLUTION RATIFYING AWARD OF A CONSTRUCTION CONTRACT TO POOLE & KENT COMPANY OF FLORIDA FOR HVAC IMPROVEMENTS – PACKAGE “C” EFFLUENT PUMP STATION BACK UP CHILLER ADDITION, NORTH FILTER BUILDING SUBSTATION 23 AND 24, AND SOUTH FILTER BUILDING SUBSTATION 27 AND 28F, CONTRACT NO. S-981, PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, MIAMI-DADE WATER AND SEWER DEPARTMENT’S CONSENT DECREE AND CAPITAL IMPROVEMENT PROJECTS, IN A TOTAL AMOUNT NOT TO EXCEED \$6,118,000.00, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

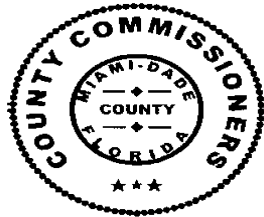
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the award of a construction contract to Poole & Kent Company of Florida for HVAC Improvements – Package “C” Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F, Contract No. S-981, pursuant to section 2.8.12.2 of the Code of Miami-Dade County, Miami-Dade Water and Sewer Department’s Consent Decree and Capital Improvement Projects in a total amount not to exceed \$6,118,000.00; and authorizes the County Mayor or County Mayor’s designee to exercise the termination and other provisions contained in such contract. The solicitation documents and contract are kept on file with and are available upon request from the Intergovernmental Affairs Division of the Miami-Dade Water and Sewer Department.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of February, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

Angela F. Benjamin