

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

Memorandum



Date: January 17, 2024

Agenda Item No. 8(O)(4)

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-37-24

Subject: Award Recommendation for South District Wastewater Treatment Plant HVAC Improvements at Main Switchgear Building #2 and Polymer Building, Contract S-976

SUMMARY

This memorandum seeks approval from the Board of County Commissioners (the Board) to award Construction Contract No. S-976 (the Contract) to the lowest responsive and responsible bidder, Poole & Kent Company of Florida (Poole & Kent). The Contract is for \$7,670,500.00, with a total contract period of 440 days, and is for heating, ventilation, and air conditioning (HVAC) improvements at the South District Wastewater Treatment Plant (SDWWTP) Main Switchgear Building #2 and Polymer Building. This contract will resolve current issues associated with antiquated systems at the end of their useful lives. The improvements will lower maintenance and material costs and increase system capabilities of equipment essential to plant operations. Proper temperature and ventilation control are needed in these two facilities to ensure that high-level disinfection, a process critical to wastewater treatment, can occur at peak functionality and with reduced costs.

The base bid is 19% above the Engineer of Record's (EOR) estimate; however, upon analysis the EOR has concluded that the bid price reflects the current 2023 market conditions associated with labor shortages and increased materials costs and is a fair and reasonable amount for the project's defined scope of work.

RECOMMENDATION

It is recommended to award Contract S-976 to Poole & Kent for a total compensation amount of \$7,670,500.00, with a total contract period of 440 days.

SCOPE

The work of this Contract will be performed at the Miami-Dade Water and Sewer Department's (WASD) SDWWTP, located at 8950 Southwest 232 Street, Miami, Florida, 33190 in District 8, which is represented by Commissioner Danielle Cohen Higgins.

The scope of work of this Contract is to furnish all materials, labor, and equipment necessary to upgrade the HVAC systems for the Main Switchgear Building #2 and the Polymer Building in accordance with the detailed specifications contained in the Contract Documents.

DELEGATED AUTHORITY

Upon Board approval of the Contract, the County Mayor or County Mayor's designee may exercise all provisions, including the termination provisions, within the Contract. In addition, the County Mayor or County Mayor's designee will manage the Contract pursuant to § 2-8.2.12 of the Miami-Dade County's Code of Ordinances, a/k/a the WASD Acceleration Ordinance, which delegates authority to the County Mayor or County Mayor's designee to, among other things, negotiate and settle claims and execute change orders that do not exceed ten percent (10%) of the base contract amount, subject to ratification by the Board.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County is \$7,670,500.00, which WASD has determined is a fair and reasonable amount for the Contract's defined scope of work.

The project is in the Adopted Budget and Multi-Year Capital Plan.

- Funding will be provided from Program Project 9653401: Wastewater Treatment Plant – South District Upgrades, Volume 3, Book Page 89, Adopted Budget and Multi-Year Capital Plan for FY 2022-23.
- The funding sources are Future WASD Revenue Bonds and WASD Revenue Bonds Sold.
- The life expectancy of the improvements is fifteen (15) years.
- Operations Cost Impact / Funding: \$250,000.00. The funding source for the operating impact is WASD Operating Revenues.
- Maintenance Cost Impact / Funding: \$95,000.00. The funding source for the maintenance impact is WASD Operating Revenues.
- The project does not include GOB funding or Art in Public Places.
- The Inspector General Fee is included.

VENDOR SELECTION & TRACK RECORD

On June 27, 2023, WASD received and opened the following two (2) bids in response to the May 25, 2023 advertisement for an open competitive solicitation for the Contract:

Company Name	Base Bid	Total Bid*
Poole & Kent Company of Florida	\$6,670,000.00	\$7,670,500.00
Comtech Engineering, Inc.	\$8,250,000.00	\$9,487,500.00

*Total bid includes contingency & dedicated allowances

The following due diligence was performed to determine Poole & Kent as the lowest responsive and responsible bidder:

- Because contract measures were assigned, the two (2) bids were forwarded to Internal Services Department's (ISD) Division of Small Business Development (SBD) for a Compliance Review. On July 18, 2023, SBD determined Poole & Kent to be compliant. The second low bidder, Comtech Engineering, Inc., failed to submit the required Utilization Plans (UPs) and was determined to be non-compliant to the SBE program goal requirements, resulting in their bid being deemed non-responsive. The Project Worksheet (Exhibit "A") and the SBD Compliance Review letter (Exhibit "B") are attached to this memorandum.
- The EOR, Jacobs, reviewed the bid submitted by the apparent lowest and only responsive bidder, Poole & Kent, which was 19% above the EOR's base estimate of \$5,568,997.00. On July 3, 2023, the EOR determined that the low bid was acceptable as submitted and that Poole & Kent satisfied the requirements of the solicitation. The EOR letter is attached hereto as Exhibit "C". With respect to the apparent lowest bid being above the EOR's Opinion of Probable Construction Cost Estimate (OPCC), the EOR's letter states that, since their estimate was prepared in December 2022, they have seen an increase in contract prices ranging from fifteen percent (15%) to twenty percent (20%). The EOR attributes the price increase to current market conditions, the labor shortage in a market with record rates of new development and construction projects, and supply chain issues increasing prices of material and equipment. Thus, the EOR determined that the low bid was acceptable as stated in the attached recommendation letter.

- Pursuant to Resolution R-187-12, WASD performed a review of Poole & Kent's vendor information in the Business Management Workforce System (BMWS). WASD did not discover any adverse information. Considering the input of ISD and the EOR, WASD concluded that the Poole & Kent bid was responsive and that Poole & Kent is a responsible vendor.
- According to the contract history downloaded from the BMWS on August 17, 2023, Poole & Kent has been awarded seven (7) contracts from the County with a total value of \$473,902,981.00.
- Poole & Kent has eighty (80) evaluations in the ISD Capital Improvement Information System (CIIS), with a rating of 3.5 out of a possible 4.0 maximum.

Considering the input of ISD and the EOR, WASD concluded that the Poole & Kent bid was responsive and that Poole & Kent is a responsible vendor.. Therefore, it is recommended that Construction Contract S-976 be awarded to Poole & Kent for a total compensation amount of \$7,670,500.00, with a total contract period of 440 days. The proposed contract, signed by Poole & Kent, is attached hereto as Exhibit "D".

WASD CONTRACT MONITOR

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

BACKGROUND

Antiquated HVAC systems in two (2) critical operational buildings at the SDWWTP, the Polymer Storage Building and Main Switchgear Building #2, are causing substantial inefficiencies in plant operations.

An essential process in wastewater treatment is High-Level Disinfection (HLD), which utilizes expensive polymers in its very first step. The Polymer Storage Building contains polymer storage and batch mixing equipment, two areas that require precise temperature and humidity level control to prevent the expensive material from spoiling. The current HVAC system does not adequately dehumidify these areas, spoiling the polymer. Additionally, the HVAC system does not properly regulate air circulation or ventilation, constantly exposing batch mixing components to corrosive outdoor air that rapidly deteriorates the machine and causes repeated repair expenses.

Similar adverse effects occur as a result of the antiquated HVAC system in the building that powers and controls the HLD process, Main Switchgear Building #2. The lack of proper air conditioning, circulation, and ventilation is corroding the switchgear main and power distribution control systems and panels, causing the systems to frequently fail and requiring costly repair work. Corrosive outdoor air and sludge dust are driven into the building due to the inefficient and antiquated HVAC system, deteriorating the machines and rapidly reducing the life expectancy of equipment critical to plant operations.

Continuing to operate the antiquated HVAC systems jeopardizes the treatment plant's ability to operate at peak functionality. The proposed HVAC improvements set out in the Contract aim to resolve these issues, reduce maintenance costs, extend the life expectancy of equipment, ultimately preventing failure of the plant's critical High-Level Disinfection wastewater treatment process.

CONTRACT MANAGER NAME/PHONE/EMAIL

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

PROJECT MANAGER NAME/PHONE/EMAIL

Julio Vidal / 786-552-4389 / Julio.Vidal@miamidade.gov

APPLICABLE ORDINANCES AND MEASURES

Table below depicts various legislative policies applicable to this project.

Title	Legislation	Notations
Local Preference	Code Section 2-8.5	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	
Small Business Enterprise - Construction	Code Section 10-33.02 & Implementing Order 3-22	10.13%
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 & Implementing Order 3-41	8.83%
Responsible Wages and Benefits	Code Section 2-11.16 & Implementing Order 3-24	Building
Sea Level Rise	Ordinance 14-79	
Sustainable Buildings Program	Implementing Order 8-8	
Buy American Iron & Steel Procurement Program	Code Section 2-8.2.6.1	
Residents First Training and Employment	Code Section 2-11.17 & Implementing Order 3-61	
Employ Miami-Dade Program	Administrative Order 3-63	
Office of Inspector General Fee	Code Section 2-1076	

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SIGNATURE PAGE

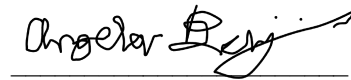
**South District Wastewater Treatment Plant HVAC Improvements Package "D"- Main Switchgear
Building #2 (BLDG No. S-1765) and Polymer Building (BLDG No S-0672), Contract No. S-976**


re.
David Clodfelter
OMB DIRECTOR

10/18/2023

DATE

Approved as to legal sufficiency



Angela F. Benjamin
Assistant County Attorney

October 11, 2023

DATE



Jimmy Morales
Chief Operating Officer

11/08/23

DATE



Small Business Development Division

Project Worksheet

Project/Contract Title: HVAC Improvements Package "D"- Main Switchgear Building #2 (BLDG No. S-1765) and Polymer Building (BLDG No. S-0672). **Received Date:** 3/15/2023
Project/Contract No: S-976 **Funding Source:** Other
Department: Water & Sewer
Estimated Cost of Project/Bid: \$6,125,896.70
Description of Project/Bid: HVAC Improvements Package "D"- Main Switchgear Building #2 (BLDG No. S-1765) and Polymer Building (BLDG No. S-0672).

Contract Measures

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Goal	SBE - Con	10.13%
Goal	SBE - Goods	8.83%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE- CONSTRUCTION (SBE-Con).

SBD reviewed this project pursuant to Implementing Order 3-22 for a SBE-Con and SBE-Goods/Services measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included surveys conducted with certified firms to determine availability and assignment of the noted measure, these indicate a 10.13% SBE-Con subcontractor goal is appropriate for this contract in the following trades: Plumbing, Heating and Air-conditioning Contractors (Plumbing/Installation-5.065%) and Electrical Contractors and Other Wiring Installation Contractors (Electrical/Main switch gear Installation/Upgrade-5.065%).

CWP Not Applicable: Not in DTA.

Miami Dade County Building Construction Responsible Wages apply to this contract.

SMALL BUSINESS ENTERPRISE – GOODS (SBE-Goods).

An analysis of the factor contained in Implementing Order 3-41 & Ordinance 16-109 indicate that an 8.83% SBE-Goods subcontractor goal is appropriate to the Goods portion of this contract in Commodity areas of Construction Materials (15010) (2.94%), Electrical Equipment & Supplies (2.94%) (28500) and Wiring & Cable (28095) (2.94%).

NAICS 236220 Commercial and Institutional Building Construction, NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors, NAICS 238910 Site Preparation Contractors, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS 238220 Mechanical Contractors, NIGP 15010 Construction Materials, NIGP 28500 Electrical Equipment & Supplies and NIGP 28095 Wiring & Cable.

Small Business Contract Measure Recommendation

<u>Subtrade</u>	<u>Category</u>
Plumbing, Heating and Air-Conditioning Contractors	SBE-Con
Electrical Contractors and Other Wiring Installation Contractors	SBE-Con
Construction Materials	SBE-Goods
Electrical Equipment & Supplies	SBE-Goods
Wiring & Cable	SBE-Goods

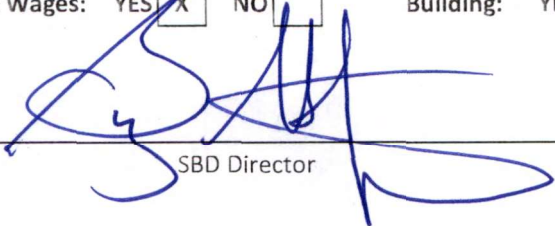
Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

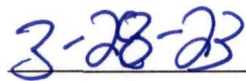
Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☒ NO ☐

Building: YES ☒ NO ☐



SBD Director



Date

Memorandum



DATE: July 18, 2023

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

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

SUBJECT: Compliance Review
Project No. S-976
HVAC Improvements Package "D"- Main Switchgear Building #2 (BLDG No. S-1765) and
Polymer Building (BLDG No. S-0672)

A blue ink handwritten signature, likely of Gary Hartfield, written over the "FROM:" field.

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 Services (SBE-Con) and Goods & Services (SBE-G&S) programs. The contract measures established for this project is a 10.13% SBE-Con and 8.83% SBE-Goods subcontractor goal measures.

WASD 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 Utilization Plans (UPs) 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. Comtech Engineering, Inc.

Compliant
Non-Compliant

SUMMARY:

Poole & Kent Company of Florida (#1), a non-certified, SBE-Con firm, committed to utilize Eli's Mechanical Corp., a certified SBE-Con firm, to perform HVAC work at 10.13% in satisfaction of the 10.13% SBE-Con subcontractor goal. The Utilization Plan submitted by Poole & Kent Company of Florida was approved pursuant to the firm's commitment to achieve an overall SBE-Con goal of 10.13%. The July 18, 2023 Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years references Poole & Kent Company of Florida as owing a Goal Deficit Makeup plan as required. The firm submitted a Makeup plan for WASD Project No. S-949A as required.

Poole & Kent Company of Florida also committed to utilize Corcel Corp., a certified SBE-G&S firm to supply HVAC equipment and related materials at 8.83% in satisfaction of the 8.83% SBE-Goods goal. The Utilization Plan submitted by Poole & Kent Florida Construction & Engineering, Inc. and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve the 8.83% SBE-Goods Goal.

Poole & Kent Company of Florida is in compliance with the 10.13% SBE-Con and 8.83% SBE-G subcontractor goals established for this contract. Poole and Kent Company of Florida is deemed compliant with Implementing Orders 3-22 and 3-41 governing the SBE-Con and SBE-G&S programs respectively.

Comtech Engineering, Inc. (#2), a non-certified, SBE-Con firm, failed to submit the required Utilization Plans (UPs) identifying the SBE subcontractors to fulfill the goals via the Business Management Workforce System (BMWS). The County's small business development unit requested the required UPs on July 3, 2023 with a due date of July 6, 2023. The County also attempted to contact Comtech Engineering, Inc. to follow up on July 17, 2023 but could not reach the firm. Pursuant to Section X.V. A. 1. of I.O. 3-22, the Implementing Order for the SBE-Con Program: "Bidders must submit ...a Utilization Plan via the County's web-based system within the time frame specified by SBD. The Utilization Plan constitutes a written representation by the bidder that, to the best of the bidder's knowledge, the first tier CSBEs listed are qualified and available to perform as specified... Failure to submit the... Utilization Plan upon request within the time frame specified by SBD shall render the bidder non-compliant."

MDC008

Paul Adams
Project No. S-976
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Since Comtech Engineering, Inc. failed to submit the requested UP's within the time frame requested, Comtech Engineering, Inc. has been found non-compliant with the contract measures established for this project. A non-compliant notification was sent to Comtech Engineering, Inc. notifying the firm of the non-responsive status issue and the firm being found non-compliant to the SBE-Con and SBE-G program requirements.

Comtech Engineering, Inc. did not satisfy the overall contract measures established for this project, 10.13% SBE-Con and 8.83% SBE-G subcontractor goal measures. Comtech Engineering, Inc. is non-compliant with the overall Small Business measures established for this contract

Please be reminded that SBD staff reviewed and addressed compliance with the SBE-Con & SBE-G&S measures. The Contracts and Specifications Section of WASD 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

Memorandum

Bid Evaluation Summary

Date:	July 3, 2023	Jacobs
Project:	SDWWTP	3150 SW 38th Avenue – Suite 700
PCTS No:	15784	Miami, FL 33146
Attention:	Julio Vidal P.E; Paul Adams;	United States
Company:	Miami-Dade Water and Sewer Department (WASD):	www.jacobs.com
Prepared by:	Jacobs (Gisselly Anania)	

The Miami-Dade Water and Sewer Department (WASD) received bids on June 27, 2023, for the South District Wastewater Treatment Plant HVAC Improvements Package "D"- Main Switchgear Building #2 (BLDG No. S-1765) and Polymer Building (BLDG No. S-0672), Contract # S-976. Two bids were received from contractors. This memorandum provides a summary of the received and accepted bids as well as a comparison with the Engineer's Opinion of Probable Construction Cost Estimate (OPCC). Attachment 1 provides the tabulation of bids from the two accepted contractors including the engineer's cost estimate.

Bids were received from Poole & Kent Company of Florida, and Comtech Engineering, Inc. The bids were submitted on the Proposal Form for Contract S-976. The base bids (not including Dedicated Allowance or Contingency) from each of the 2 bidders are provided in Table 1.

Table 1 –Summary of Base Bids

Poole & Kent Company of Florida	Comtech Engineering Inc.
\$6,670,000	\$8,250,000

Notes:

- 1) Base bids do not include Dedicated Allowance or Contingency provided in Bid Tally in Attachment 1

The Engineer's OPCC was in the amount of \$5,568,997 not including Dedicated Allowance and Contingency. The Engineer's OPCC was prepared in December of 2022. The difference between Engineer's OPCC estimate of \$5,568,997 and Poole & Kent of \$6,670,000 is about 19% from the high range. Lately Jacobs has seen an increase of 15% to 20% compared to the engineer's OPCC on bid results. This can be attributed to current market conditions, not enough contractors bidding the jobs because the construction industry is busy, materials & equipment prices are still increasing and there is a labor shortage in the local market. Table 2 provides a comparison of the Engineer's OPCC as presented in December of 2022 to the lowest bid received in June 2023.

Table 2 – Comparison of Engineer's Opinion of Probable Construction Cost to Lowest Bid Received

<u>Construction Cost Estimate</u>	<u>Bid</u>	<u>Percent Difference from Engineer's Opinion of Probable Cost</u>
Engineer's Opinion of Probable Construction Cost ⁽¹⁾	\$5,568,997	
Poole & Kent Company of Florida <u>Lowest Bid</u>	\$6,670,000	19%

Notes:

- 1) Originally prepared December 2022.

Recommendation

Based on the bid proposal received and considering the experience of Poole and Kent of Florida in the wastewater industry and proven experience working at the South District WWTP (meeting requirements set as mandatory contract), Jacobs hereby recommends proceeding with contract award.

Miami-Dade WASD to confirm that Poole and Kent has submitted required insurance, bonds, affidavits and required documentation in the contract documents by the time of award.

Attachment 1
Bid Tabulation

Project: 15784 - SDWWTP Polymer Bldg HVAC Bid Open Date: 06.27.2023 2:30 PM				Engineer's Estimate		POOLE AND KENT COMPANY FLORIDA Wendy Campbell WendyC@pkflorida.com (306) 325-1930		COMTECH ENGINEERING INC Elizabeth Page Epage@comtecheng.com	
Description		Quantity	UoM	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	1	AS	149,767.00	149,767.00	650,000.00	650,000.00	815,000.00	815,000.00
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 complete, the aggregate sum of	1	AS	285,308.00	285,308.00	620,000.00	620,000.00	1,235,000.00	1,235,000.00
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	AS	3,949,068.00	3,949,068.00	5,000,000.00	5,000,000.00	3,410,000.00	3,410,000.00
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 complete, the aggregate sum of	1	AS	1,184,854.00	1,184,854.00	400,000.00	400,000.00	2,790,000.00	2,790,000.00
Base Bid Cost Total					5,568,997.00		6,670,000.00		8,250,000.00
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 7, (.05) X (Subtotal, Item 7)	1	AS	278,449.85	278,449.85	333,500.00	333,500.00	412,500.00	412,500.00
Dedicated Allowance Cost Total					278,449.85		333,500.00		412,500.00
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 7, (0.10) X (Subtotal, Item 7):			556,899.70	556,899.70	0.00	667,000.00	0.00	825,000.00
Contingency Cost Total					556,899.70		667,000.00		825,000.00
Contract Bid Total					6,404,346.55		7,670,500.00		9,487,500.00

MDC013

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 "D"- Main Switchgear Building #2 (BLDG No. S-1765) and Polymer Building (BLDG No. S-0672), Contract No. S-976

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Seven Million Six Hundred Seventy Thousand Five Hundred Dollars and No Cents (U.S. Dollars) \$7,670,500.00.**

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 Terms 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 Notice to Quote, the Instruction 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 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

CONTRACT

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

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

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CONTRACT

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

(OFFICIAL SEAL)

ATTEST:

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Attested by: _____
Deputy Clerk

By: _____
Mayor

Date

(PARTY OF THE FIRST PART)

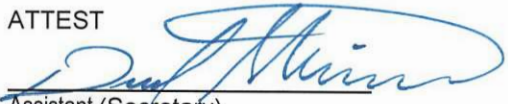
Approved as to Form and Legal Sufficiency

Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST

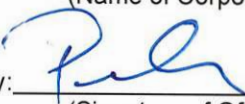

Assistant (Secretary)

David A. Strickland

(Print or type name)

Poole & Kent Company of Florida

(Name of Corporation)

By: 

(Signature of Officer)

Patrick H. Carr

(Print or type name)

President & CEO

(Official Title)

1781 N.W. North River Drive

Miami, FL 33125

(Address)

(PARTY OF THE SECOND PART)

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

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MEMORANDUM

(Revised)

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

DATE: January 17, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(4)
1-17-24

RESOLUTION NO. _____ R-37-24

RESOLUTION AWARDING CONTRACT S-976 TO POOLE & KENT COMPANY OF FLORIDA WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$7,670,500.00 AND A TOTAL CONTRACT TERM OF 400 CALENDAR DAYS PLUS A 40-CALENDAR DAY CONTINGENCY PERIOD FOR HEATING, VENTILATION, AND AIR CONDITIONING IMPROVEMENTS AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT'S MAIN SWITCHGEAR BUILDING #2 AND POLYMER BUILDING; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO UTILIZE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE, SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, TO MANAGE CONTRACT S-976; WAIVING THE APPLICATION OF IMPLEMENTING ORDER 3-57, ADOPTION OF STANDARD CONSTRUCTION CONTRACT, DATED NOVEMBER 18, 2012; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME 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:

Section 1. Approves the foregoing recital and incorporates the same into this resolution.

Section 2. Awards Contract S-976 to Poole & Kent Company of Florida ("Poole & Kent") with a total contract amount not to exceed \$7,670,500.00 and a total contract term of 400 calendar days plus a 40-calendar day contingency period for heating, ventilation, and air conditioning ("HVAC") improvements at the South District Wastewater Treatment Plant's Main Switchgear Building #2 and Polymer Building.

Section 3. Authorizes the County Mayor or County Mayor's designee to use the Miami-Dade Water and Sewer Department's Consent Decree and Capital Improvement Programs Acceleration Ordinance, section 2-8.2.12 of the Code of Miami-Dade County, to manage Contract S-976.

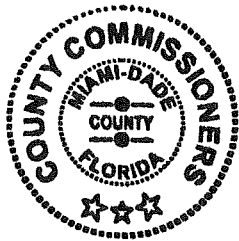
Section 4. Waives the application of Implementing Order 3-57, Adoption of Standard Construction Contract, dated November 18, 2012.

Section 5. Authorizes the County Mayor or County Mayor's designee to execute the Contract and to exercise the termination and other provisions contained therein.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
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 17th day of January, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "AB", is written over a horizontal line.

Angela F. Benjamin