ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

| New OTR Sole Source Bid Waiver | Emergency Previous Contract/Project No. | _ | | | | |
|---|--|---|--|--|--|--|
| Contract | RFP867-1(1) | | | | | |
| Re-Bid Other – Access of Other Entity Contract | LIVING WAGE APPLIES: YES NO | | | | | |
| Solicitation No. Project No.: FB-01894 | TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR | | | | | |
| Requisition /Project Title: WATER AND WASTEWATER | R TREATMENT SERVICES FOR DEPARTMENT OF | | | | | |
| services for the Miami-Dade County, Department | t of Solid Waste Management (DSWM), at the South I | | | | | |
| Issuing Department: INTERNAL SERVICE Contact Person | Son: MARTHA GAROFOL(Phone: 305-375-4265 | | | | | |
| Contract Re-Bid Other - Access of Other Entity Contract Requisition No. Project No FB-01894 Contract Person: WATER AND WASTEWATER TREATMENT SERVICES FOR DEPARTMENT OF Requisition / Project Title: WATER AND WASTEWATER TREATMENT SERVICES FOR DEPARTMENT OF Rescription: The purpose of this solicitation is to establish a contract for the purchase of water and wastewater treatment services for the Miami-Dade County, Department of Solid Waste Management (DSWM), at the South Dade Landfill (SDL) located at 23707 SW 97th Avenue, Miami, Florida 33032. Suing Department: INTERNAL SERVICE Stimate Cost. \$4.000,000,000 GENERAL FEDERAL OTHER ROPRIETARY ANALYSIS Commodity Codes: Contract Person: MARTHA GAROFOL (Phone.) 305-375-4265 Stimate Cost. \$4.000,000,000 GENERAL FEDERAL OTHER ROPRIETARY ANALYSIS Contractor: EXISTING 270 YEAR 380 YEAR Contractor: Contract Value: Contract Value: Continued on another page (s): PERSONMENDATIONS RECOMMENDATIONS Basis of Recommendation: Date sent to SBD: 4/12/21 Signed: MARTHA GAROFOLO Date sent to SBD: 4/12/21 | | | | | | |
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| 069.06 | | | | | | |
| Contract/Project History of pro | <u>Commonty Codes:</u> | | | | | |
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| <u>EXISTING</u> | $\frac{2^{ND} \text{ YEAR}}{2^{ND} \text{ YEAR}}$ | | | | | |
| Contractor: | | | | | | |
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| | 4/12/21 | | | | | |
| Signed: MARTHA GAROFOLO | Date sent to SBD: 4/12/21 | | | | | |
| Date returned to SPD: | | | | | | |

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of water and wastewater treatment services for the Miami-Dade County, Department of Solid Waste Management (DSWM), at the South Dade Landfill (SDL) located at 23707 SW 97th Avenue, Miami, Florida 33032.

2.2 PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference will be held Thursday, April 29, 2021 at 11:00 AM (local time) at the Miami-Dade County South Dade Landfill, 23707 SW 97th Avenue, Miami, FL 33032. The site visit for the facilities will begin immediately after the pre-bid conference is completed. It is recommended that a representative of a potential bidder attend this conference and visit the sites of the proposed work. The "Cone of Silence" is exempt from the conference and special conditions and scope of work/specifications included within this solicitation will be discussed. It is suggested that bidders bring a copy of the solicitation document to the conference as additional copies will not be provided.

In response to concerns regarding COVID-19 (Coronavirus Disease 2019), and in accordance with guidance issued by the Centers for Disease Control (CDC), the County may conduct screening of all visitors for certain risk factors before entrance is allowed. Bidders should arrive to the meeting at least 15 minutes in advance as each person attending the pre-bid will need to submit to a temperature check upon entering the facility. Bidders shall be required to social distance, wear a mask, and follow the CDC guidelines for gatherings.

Bidders are advised to carefully examine the requirements and specifications in this solicitation and to become thoroughly aware of any and all conditions and requirements that may in any manner effect the work to be performed under this contract. It shall be the sole responsibility of the Bidders to examine the equipment and site under this contract prior to submittal of a bid.

Failure or omission of the Bidder(s) to review any instructions, documents, specifications, or to visit the facility(ies) and become acquainted with the nature and location of the work, the general and local conditions, and all matters which may in any way effect performance shall not relieve the Bidder(s) of any obligation to perform as specified herein. No additional allowances will be made because of lack of knowledge of these conditions.

2.3 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of this contract by the Board of County Commissioners, or designee, unless otherwise stipulated in in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the sixty (60) month contract term.

2.4 METHOD OF AWARD

Award will be made to the responsive, responsible Bidder(s), and whose offer represents the lowest price when all items in the aggregate, and who meets the Bidder requirements below. In order to be considered for award, Bidders must submit an offer for all items listed in Section 4, Bid Submittal Form. The Bidder's prices will be determined by multiplying the estimated quantity by unit price per item, and then totaling the resultant extended price amount for all items in the Solicitation. If a Bidder fails to submit an offer for all items in Section 4, its offer may be rejected.

2.5 BIDDER REQUIREMENTS

- 2.5.1. Bidder shall be regularly engaged in the business of providing water and wastewater treatment services as required in this solicitation (see Section 3, Scope of Work/Technical Specifications). Bidder must submit three (3) references that shall be customers for which the Bidder has provided the services described in this solicitation. If the Bidder is using a County department as a reference, the County will only accept one (1) reference from any County department. The other references must be from non-Miami-Dade County departments. The references must include the customer's name, contact person's name, title, telephone number, email address, project's name, start and end dates. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in wastewater treatment services.
- **2.5.2** Bidder shall provide the name of the Project Manager, telephone number, emergency telephone number, and email address of the primary contact that the Bidder will assign to this project.
- 2.5.3 Bidder shall comply with the classification and staffing requirements for water and/or wastewater treatment plants pursuant to Section 62-699.310, Classification and Staffing of Domestic Wastewater or Water Treatment Plants and Water Distribution Systems, of the Florida Administrative Code. The Bidder shall submit a copy of their current Class C or higher, Wastewater Treatment Plant operator license issued by the Florida Department of Environmental Protection (FDEP). A subcontractor cannot fulfill this requirement. The required water and/or wastewater treatment plant operator license(s) shall be kept current during the term of the contract.
- **2.5.4** Bidder shall submit a copy of their current Miami-Dade County Master Plumber Certificate of Competency or a State of Florida Certified Plumbing Contractor license.
- 2.5.5 Bidder shall follow all applicable OSHA standards, and shall have the required training and certification to safely operate the facility(ies). Bidders shall provide a copy of their hazardous waste operations and emergency response, or HAZWOPER, standard training certificate(s) for their personnel that will be working at the wastewater treatment facility(ies).

2.6 SMALL BUSINESS ENTERPRISE (SBE) MEASURES

The applicable SBE measure for this solicitation is Bid Preference as further identified in Section 1, Paragraph 1.44, of the General Terms and Conditions.

2.7 PRICES

The prices offered shall be deemed to provide full compensation to the Awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. Additional charges or surcharges will not be allowed.

2.8 FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENTS

The initial contract prices resulting from this solicitation shall remain fixed for a period of no less than 12 months after the commencement of the contract. Following the initial 12 month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index: Consumer Price Index, All Urban Consumers, All Items, in the Miami-Fort Lauderdale Areas.

It is the Awarded Bidder's responsibility to request any pricing adjustments under this provision. For any adjustment to be considered, the Awarded Bidder's request for adjustment shall be submitted to the Internal Services Department, Strategic Procurement Division, no less than 90 calendar days prior to the anniversary date. The Awarded Bidder's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date shall not be accepted. If no adjustment request is received from the Awarded Bidder, the County will assume that the Awarded Bidder

has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

2.9 **INSURANCE**

The insurance requirements under Section 1.22, Paragraph A.2, Commercial General Liability Insurance, are amended as follows:

A Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

2.10 METHOD OF PAYMENT

In addition to the terms and conditions stated in Section 1.0, Paragraph 1.2.H, Prompt Payment Terms, the County will pay the Awarded Bidder, for the monthly water and wastewater treatment services, the unit price listed in Section 4, Bid Submittal Form, on a monthly basis. The Bidder shall submit an all-inclusive lump sum monthly invoice for all services performed under this solicitation, at the end of the month for which the compensation is due. Invoices for emergency services shall list the name of the County representative that requested the emergency service and the date of the occurrence. Bidder shall provide corresponding dump ticket with invoice for payment. Prior written approval, except in the case of an emergency, for any cost not considered a standard service or operating expense, must be approved by the County's Project Manager for this Solicitation.

2.11 SERVICES AND REQUIREMENTS

The Awarded Bidder(s) is required to provide service to each location using the frequencies required by the permit for that specific location. During the period of operation authorized by the permits, the Awarded Bidder(s) shall complete and submit Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the report.

2.12 WARRANTY REQUIREMENTS

A Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Awarded Bidder(s), the Awarded Bidder(s) shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of ninety (90) days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full ninety (90) day period, regardless of whether the Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Awarded Bidder(s) does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Awarded Bidder(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the Bidder of such deficiency in writing.

If the Awarded Bidder(s) fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Awarded Bidder(s), in writing, that the Awarded Bidder(s) may be debarred as a County Bidder and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the Awarded Bidder(s) fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Bidder in

default of its contract, and/or (b) procure the products or services from another source and charge the Awarded Bidder(s) for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.13 DEFICIENCIES IN WORK TO BE CORRECTED BY THE AWARDED BIDDER(S)

The Awarded Bidder(s) shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status.

All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the County's project administrator, who may confirm all such verbal reports in writing.

The Awarded Bidder(s) shall bear all costs of correcting such rejected work. If the Awarded Bidder(s) fails to correct the work within the period specified, the County may, at its discretion, notify the Awarded Bidder(s), in writing, that the Awarded Bidder(s) is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the Awarded Bidder(s) fails to correct the work within the period specified in the notice, the County shall place the Awarded Bidder(s) in default, obtain the services of another Bidder to correct the deficiencies, and charge the Awarded Bidder(s) for these costs; either through a deduction from the final payment owed to the Awarded Bidder(s) or through invoicing. If the Awarded Bidder(s) fails to honor this invoice or credit memo, the County may terminate the Awarded Bidder(s) for default.

2.14 REGULATORY NONCOMPLIANCE

The Awarded Bidder shall pay for all penalties or fines imposed on the County as a result or consequence of the Awarded Bidder's failure to meet any and all reporting and record keeping requirements and violations of permit discharge limits unless the violations are attributable to the following:

- 1) Influent flows and pollutants which are not within the design capabilities of the water and or wastewater treatment facilities, including but not limited to oil, heavy metals, other toxic substances, excessive suspended solids, and excessive organic loading unless conditions were caused through the actions of the Awarded Bidder, its employees, subcontractors, or suppliers.
- The malfunction or failure(s) of equipment giving rise to a violation, which is not due to the negligence of the Awarded Bidder(s).

2.15 LATE REPORTING FEES

The Awarded Bidder(s) shall submit all reports identified in this solicitation in a timely manner. A late reporting fee shall be imposed for each late report, including revisions that are not submitted to the County on the due dates identified for this Solicitation. The County's Project Manager will provide a written notification to the Awarded Bidder(s) of any late submittals and the Awarded Bidder(s) shall have 24 hours to cure. The County will assess \$500 per day from subsequent payments due for service rendered by the Awarded Bidder(s) as a late reporting fee. All determinations regarding late reporting fees by the County's Project Manager are final.

2.16 SAMPLING AND REPORTING

All required reports shall clearly identify the facility name, ID Number, location of samples, date of sampling, date of recording, the operators' name, telephone number and type of data shown. The lead plant operator must sign and date each report. In the case of regulatory sampling; reports must include a copy of the raw data from the reporting laboratory or routine process control sample technician. The laboratory data must be in the FDEP format.

Sample results elevated above background levels shall be noted and long and short-term trend analyses shall be included in each report. Short-term analyses shall be considered the previous 12 months. Long-term analyses shall be considered as all available data.

2.17 HOLIDAY AND EMERGENCY SERVICE

The Awarded Bidder(s) shall provide 24 hours, 7 days per week emergency service to the County under the contract. During regular working hours (Monday through Friday 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two (2) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within four (4) hours after notification by the County. The Awarded Bidder(s) shall not provide any personnel for regular services to the County departments on holidays officially observed by the County unless such services are approved by the County. If regular services are required on official holidays observed by the County, the County will notify the Awarded Bidder(s).

The holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

2.18 ADDITION / DELETION OF FACILITIES / ADDITIONAL SERVICES

Although this solicitation identifies specific facilities and services to be provided, it is hereby agreed and understood that any County department or agency may add or delete services for any facility at the option of the County. The Bidder will be notified fourteen (14) calendar days prior to deletion of a service that is no longer required.

When additional services or other items, which are similar to the Scope of Work, but not listed within this solicitation, are needed by the County, a County representative will contact the Awarded Bidder(s) to obtain a price quote for the additional services and or items as applicable. If the County determines that the price submitted by the Awarded Bidder(s) is not competitive, the County reserves the right to acquire the additional services or items from other Bidders, or through a separate solicitation.



SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder(s) will provide water and wastewater treatment services at the Miami-Dade Department of Solid Waste Management South Dade Landfill (SDL), located at 23707 SW 97th Avenue, Miami, Florida 33032. This pollution control facility includes a pretreatment system consisting of a Sequencing Batch Reactor (SBR facility) used to treat wastewater in the County. The SBR facility has been operational since March 2001; and it is designed to pre-treat leachate to meet the General Pretreatment Standards for sewer discharges contained in Chapter 24-42.4 of the Miami-Dade County Code. Additionally, there are groundwater extraction wells associated with the SBR facility that are part of this solicitation and shall hereby be referred to as the SBR System.

The SBR was designed by Fluidyne IT Corporation. The plant's capacity is 0.32 million gallons per day (gpd). The annual average daily flow over the two years covering 2018 to 2020 has been approximately 75,000 gpd. However, the flow is separated into two distinct seasons, a wet season (April through September) and a dry season (October through March). Flows during the wet season average approximately 100,000 gpd, and during the dry season they average approximately 50,000 gpd. The SDL SBR leachate treatment system includes the associated piping, pumps, monitoring gauges, berms and liners and a series of fourteen low volume groundwater extraction wells, and other associated structures and appurtenances which are also covered by the requirements of this solicitation. Influent for the SBR includes raw leachate and untreated groundwater generated at SDL. Once the influent is pretreated, the effluent is discharged to a sanitary sewer. Effluent shall at all times meet the design specifications, and the Miami-Dade County Sewer Discharge Standards contained in Chapter 24-42.4 of the Miami-Dade County Code. In addition, the SBR System shall be operated in accordance with Chapter 62.701 F.A.C. in order to ensure compliance.

3.2 SERVICES TO BE PROVIDED

The water and wastewater treatment services to be provided by the Awarded Bidder shall include all operation, maintenance service, monitoring and reporting services performed to keep the SBR System in compliance with the requirements of the Florida Department of Environmental Protection (FDEP) and any other governmental agency having jurisdiction including RER, as contained in their Permit No. IWP-000273-2020/2021 (P) (copy attached as Exhibit A).

The Awarded Bidder shall provide the following services, and shall consider all such work part of the standard services and operating expenses:

- Monitor and report to the County and other regulatory agencies any matters related to the operation of the SBR System that affect its compliance or the safety of Miami-Dade County residents. This includes providing written reports and presentations that may be requested by DSWM. The Awarded Bidder shall also provide prompt written notice to the County whenever it observes or becomes aware of any development that affects the scope or performance of the terms and conditions of this Contract.
- 2) Maintain staff on-site a minimum of 8 hours per day, seven days per week between 6 AM and 6 PM to ensure the proper operation and regulatory compliance of the SBR system. The active State of Florida Class C Wastewater Lead / Chief Operator shall be onsite in charge of the operation, supervision, and maintenance activities full time, for a minimum of forty (40) hours per week. The Bidder shall respond within 3 hours to a call from the SBR's auto-dialer or other remote monitoring device.
- 3) Arrange and maintain records for the SBR System.
- 4) Provide technical and analytical services as requested and in conjunction with routine day-to-day operations and samplings specified as specified in the solicitation, including the monitoring and

preparation of all reports. Routine sampling and analysis for process control can be self-performed by the Bidder. Routine analysis of process control samples of all effluent and influent are to be performed at least twice daily and at a minimum include: ammonia, unionized ammonia, nitrate, pH, and temperature. When sampling for regulatory compliance a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC) shall be used.

- 5) Provide security and maintenance for the SBR facility's building located at Old South Dade Landfill, immediate grounds and landscaping. The SBR facility shall remain locked and secured when unattended. Fences, gates, and locks shall be maintained in good working order. Landscaping shall be neatly maintained and the grounds shall be clean, neat and litter free at all times. Buildings, wells, tanks, and all other associated structures are to be maintained and cleaned.
- 6) Perform maintenance, at a minimum in accordance with SBR Preventative Maintenance Schedule, Attachment 2 to assure proper operation of the facility and compliance with all local, State and Federal guidelines and regulations. The Awarded Bidder may revise the schedule, if needed, but any revision shall be approved by the County's Project Manager. All repairs under \$1,500 (individually not in aggregate) are the responsibility of the Awarded Bidder. Repairs to the associated groundwater extraction wells under \$500, are the responsibility of the Awarded Bidder.
- 7) Furnish all labor, materials, parts, equipment, chemicals, transportation, and supervision necessary to provide the services required under this contract. Services may include, but are not limited to, daily operations, maintenance of the SBR facility and associated groundwater extraction well fields, regulatory testing and reporting, equipment upgrades, repairs, and rehabilitation of the SBR System, and any operational needs as requested by the County.
- 8) Provide the County's Project Manager with an initial inventory of spare parts, materials and chemicals. The Bidder shall be responsible for maintaining all inventories and supplies for the SBR System as described herein and shall maintain a spare parts inventory. All costs for stocking of the inventory shall be considered part of the Awarded Bidder's standard services and operating expenses.
- 9) Provide supervised access to the SBR facility for: i) approved County personnel, County authorized agent's consultants, guests, and employees, when presented with valid identification; and ii) regulatory agency officials conducting inspections or any duties required by law or permit condition.
- 10) Provide all SBR System's operating manuals, specification booklets, reports, records, data, software and information including, but not limited to, operation reports, treatment system performance reports, reports required by this contract, and regulatory agency inspection reports. Laboratory data shall be maintained in good order by the Awarded Bidder, and shall remain the property of the County. All site-specific operating procedure guidelines, preventive maintenance and safety programs, and plant evaluation reports and data shall remain the property of the County.
- 11) Assign staff to be on call seven days a week and will respond to calls made by the auto-dialer/remote monitoring device within 3 hours. The SBR is equipped with an auto-dialer or other remote monitoring device that notifies the Awarded Bidder of problem with system. There is a recurring monthly cost associated with the auto-dialer/remote monitoring equipment that shall be assumed and paid by the Awarded Bidder. In the event of such an emergency or auto-dialer/remote monitoring device notification, Awarded Bidder staff shall respond in accordance with its best professional judgment, to prevent any threatened damage, injury or loss. Such notifications shall be immediately communicated to the County's Project Manager with a written follow-up report issued within 24 hours.
- 12) Prepare at a minimum monthly reports that may be required by the County, local, state and federal agencies. All reports are to be provided to the County as hard copies and in electronic format.
- 13) Maintain all records deemed useful by the County to monitor and control the operation of the SBR System.

3.3 REPORTING SCHEDULE

The below table provides a summary of monthly and annual reports that the Awarded Bidder shall prepare and provide to the County.

| Task | Report Types | Report Description | Due Dates |
|------|---|---|----------------------------|
| Α. | Annual Operating Maintenance and Repair Report | The Awarded Bidder shall provide an annual operating report for the SBR system. Report information shall include, but not be limited to, facility maintenance issues and the quantity and quality of the effluent. This report shall include at a minimum: quality and quantity of influent and effluent treated per week, average tank levels by week, average influent stored at SBR by week; tank inspection records, any interruption in the operation of a facility and the reason for the interruption; a narrative discussing plant operation and maintenance, detailed maintenance records or tables including all dispersals from a facility's inventory and date and reason for dispersal, and replacement date of the items in a facility's inventory. | January 31 of each year |
| В. | Monthly Operating Maintenance and Repair Report | The Awarded Bidder shall provide a monthly operating report for the SBR System. Information shall include at a minimum: quantity and quality of influent by day, quantity and quality of effluent by day, tank levels by day, influent stored at SBR by day; tank inspection records, a narrative discussing plant operation and maintenance, detailed maintenance records and daily rainfall data. | Monthly |
| C. | Twice Daily Sampling of the SDL SBR effluent | Routine samples for process control can be self-performed by the Awarded Bidder. Routine analysis of process control samples of all effluent and influent are to be performed at least twice daily and at a minimum include: ammonia, unionized ammonia, nitrate, pH, and temperature. | Monthly |
| D. | Monthly Monitoring of Groundwater Recovery at the SDL Low Volume Wells | Each well has a flow meter to be read bi-weekly. (Additionally, the totalizing flow meter is to be read bi-weekly. Total flow and per well flow is to be quantified and reported. | |

3.4 ADDITIONAL SERVICES

At the County's discretion, the Awarded Bidder may be required to perform related additional services on an as needed basis, which may be required to address compliance, design or construction issues as may be needed or required by regulatory agencies and for continuous operation of the SBR System.

Examples of such additional services would include: transportation and disposal of sludge, engineering for capital replacement needs; assistance with permitting; any design or service change required by new or revised laws, rules, regulations or code requirements; new or amended orders of any public authority or court. At the County's request, the Awarded Bidder shall provide a format written scope of work and price to be submitted for review and approval (hourly rates cannot exceed those provided on Section 4 Bid Submittal Form) by the County's Project Manager. The County's written authorization shall precede commencement of any work.

3.5. MIAMI-DADE COUNTY'S RESPONSIBILITY

1) Reimburse the Awarded Bidder for expenditures for equipment (with prior written approval by the County) over \$1,500 (individually not in aggregate) involving corrective repairs and replacements, except in the case of misuse, negligent acts, errors, or intentional or unintentional omissions by the Awarded Bidder to the SBR facility.

- 2) Pay for all utilities at the SBR facility, excluding the costs associated with the regular operation of the auto dialer/remote monitoring device.
- 3) Provide the Awarded Bidder use of all existing equipment at the SBR facility necessary for the operation and maintenance of the SBR.
- 4) Maintain and repair all water services, distribution mains, pump stations, and other appurtenances not constituting but connecting to the SBR facility.

