

Memorandum



Date: December 6, 2011
To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)

From: Carlos A. Gimenez
Mayor

Resolution R-1079-11

Subject: Agreement between Miami-Dade County and Camp, Dresser & McKee, Inc. for payment of \$46,919 relating to lump sum design work

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached agreement between Miami-Dade County and Camp, Dresser & McKee, (CDM) relating to lump sum design work provided by CDM to the Miami-Dade Water and Sewer Department (WASD) totaling \$46,919.

SCOPE

The impact of this item is county-wide, as it is related to the Miami-Dade Water and Sewer Department's (WASD) project to replace a 54-inch sewage force main and a 20-inch water main under the Government Cut and Fisherman's Channels in District 5.

FISCAL IMPACT/FUNDING SOURCE

Under this agreement, the County will pay \$46,919. Pursuant to Resolution R-530-10 approved by the Board on April 4, 2010, the following information is being provided: 1) The nature of the commitment is a onetime payment, 2) the funding source is revenue bonds sold, and 3) the one-time payment will be absorbed by the Multi-Year Capital Improvement Plan FY 2010-2016 with no impact on the future annual county budgets.

TRACK RECORD/MONITOR

The execution of this agreement will be overseen by WASD's Deputy Director of Regulatory Compliance and Capital Improvements.

BACKGROUND

At this time, there is a 54-inch sewage force main installed in the Government Cut Channel and a 20-inch water main installed in the Fisherman's Channel. Both pipelines need to be replaced as they are in conflict with the Miami Harbor Federal Navigation Project which will dredge the Government Cut Channel to allow the passage of larger vessels navigating from the Panama Canal in 2014.

On October 21, 2009, WASD approved CDM's proposal to revise the existing design completed by CDM for the City of Miami Beach to upgrade its Wastewater Booster Pump Station. The cost of the revision was to be paid to CDM by the City and reimbursed to the City by WASD pursuant to the terms of an interlocal agreement to be drafted by WASD. The revision to the design would allow the pump station to be connected to the County's proposed Utility Tunnel Project which would run two sewer lines and one reclaimed water line from the landward area of the City of Miami Beach, crossing the Government Cut Channel to the County's Central District Wastewater Treatment Plant. The purpose of the Utility Tunnel Project is to replace a 54-inch sewage force main installed under the Government Cut Channel. The 20-inch water main installed under the Fisherman's Channel would be replaced as a separate project from the Utility Tunnel Project. As such, CDM moved forward and began working on the design revisions approved by WASD.

Honorable Chairman Joe A. Martinez and Members,
Board of County Commissioners
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On December 10, 2009, after further review of the time constraints with the Utility Tunnel Project, WASD determined that a different scope of work would be pursued and the interlocal agreement was never finalized. As time is of the essence and the 54-inch sewer force main and the 20-inch water main must be relocated prior to August 2012, instead of installing a utility tunnel that originates from the landward area of the City, WASD decided to relocate only those portions of the sewer force main and water main crossing the Government Cut and Fisherman's Channels that conflict with the Miami Harbor Federal Navigation Project. The Utility Tunnel Project will be pursued in the future as there is no deadline for the completion of the utility tunnel. Subsequently, on September 3, 2010, a *Request for Design-Build Services* for the relocation of the 54-inch sewer force main and 20-inch water main was issued, and on April 15, 2011, the "Notice to Proceed" was issued to the design-build contractor.

Prior to the date WASD postponed the Utility Tunnel Project, the design work assigned to CDM had already been completed and submitted to WASD. By November 9, 2009 WASD was in possession of the design work prepared by CDM.

Since the County postponed the Utility Tunnel Project, the design submitted by CDM will not be utilized at this time. CDM is seeking payment for work it performed relating to the Utility Tunnel Project. Since CDM performed work that will ultimately benefit the County, WASD believes CDM is entitled to receive payment of \$46,919 which will result in full satisfaction of CDM's claim and avoid anticipated litigation.



County Manager/Deputy Mayor

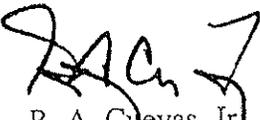


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2011


FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(P)(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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous____) 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(P)(1)
12-6-11

RESOLUTION NO. R-1079-11

RESOLUTION APPROVING AGREEMENT WITH CAMP, DRESSER & MCKEE, IN THE AMOUNT OF \$46,919.00, FOR DESIGN WORK IN CONNECTION WITH REVISIONS TO THE CITY OF MIAMI BEACH WASTEWATER BOOSTER PUMP STATION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY AND ALL RIGHTS 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 hereby approves an agreement with Camp, Dresser & McKee for design work performed in connection with revisions to the City of Miami Beach Wastewater Booster Pump Station in the amount of \$46,919.00, in substantially the form attached hereto and made a part hereof: and authorizes the County Mayor or County Mayor's designee to execute same and on behalf of Miami-Dade County and to exercise any and all rights contained therein.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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



HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

AGREEMENT BETWEEN
CAMP DRESSER & MCKEE, INC.
AND
MIAMI-DADE COUNTY

This Agreement is entered into on _____, 2011, by and between Miami-Dade County ("the County") and Camp Dresser & McKee Inc. ("CDM").

WHEREAS, the County is required to replace a 54-inch sewage force main installed in the Government Cut Channel and a 20-inch water main installed in Fisherman's Channel as both pipelines are in conflict with the Miami Harbor Federal Navigation Project which will dredge the Government Cut Channel to allow the passage of larger vessels from the Panama Canal; and

WHEREAS, as part of the relocation project, the County's Water and Sewer Department planned to construct a Utility Tunnel which would run two sewer lines and one reclaimed water line from the City of Miami Beach, crossing the Government Cut Channel to the Central District Wastewater Treatment Plant; and

WHEREAS, on October 21, 2009, the Miami-Dade Water and Sewer Department directed CDM to provide design revisions to upgrade the City of Miami Beach's Wastewater Booster Pump Station ("Pump Station") as part of the County's proposed Utility Tunnel Project ("Project"); and

WHEREAS, due to time constraints, the Utility Tunnel Project was postponed by the County; and

WHEREAS, CDM has expended \$46,919.00 in costs revising the design of the Pump Station; and

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WHEREAS, CDM claims the County is responsible for payment of the design costs because the Miami-Dade Water and Sewer Department directed the design work on the Pump Station; and

WHEREAS, the County and CDM desire to completely resolve and settle all issues arising from CDM's performance of the design work for the Pump Station, including all claims for damages and costs of any nature, including both direct and indirect costs incurred by CDM relating to the services, material and labor for the design work on the Pump Station.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, CDM and the County agree as follows:

1. Within 45 days from the effective date of this Agreement, the County shall pay to CDM the amount of \$46,919.00; payment of said amount to be payment for the design work on the City of Miami Beach's Wastewater Booster Pump Station.

2. Payment of said sum of \$46,919.00 shall constitute full satisfaction of any and all claims of which CDM or any of its subcontractors or material suppliers had knowledge of, or reasonable knowledge of, in connection with any of the work performed or damages or costs incurred with the design work on the Pump Station, including both direct, indirect and pass-through claims, damages, actions and causes of action.

3. Nothing in this agreement constitutes an admission by any party of any wrongdoing or liability of any kind.

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4. In consideration of the mutual covenants contained in this agreement, CDM hereby releases, discharges and acquits the County and the City of Miami Beach and their respective officials, employees and agents from any and all claims, direct or indirect, arising out of or related to design services for the design work on the City of Miami Beach Wastewater Booster Pump Station, of which CDM or any of its subcontractors or material suppliers had knowledge or reasonably should have had knowledge, in connection with any of the work performed or damages or costs incurred.

5. CDM hereby expressly agrees to defend, hold harmless, and indemnify the County and its officials, employees, agents and representatives, from any and all claims, direct or indirect, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CDM or any of its subcontractors in the performance of the design at the direction of the Miami-Dade Water and Sewer Department. This indemnification includes all attorney's fees and costs by the County for its defense of any indemnified claim.

6. This agreement is complete and contains the full understanding of CDM and the County. This agreement may not be modified without the express written consent of CDM and the County. This agreement supersedes all other terms, provisions, or specifications of any prior documentation or agreement as may exist between CDM and the County.

7. This agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

8. This agreement, and each and every provision herein, shall be subject to the express approval of the Miami-Dade County Board of County

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Commissioners. This agreement becomes effective eleven (11) days after approval by the Miami-Dade County Board of County Commissioners, unless vetoed by the Mayor. In the event the Mayor vetoes the Commission action, the Commission action shall not be effective in the absence of an override of the Mayor's veto at the next regularly scheduled meeting of the Board after the veto occurs. The actions of the Commission and the Mayor in connection with the approval or rejection of this agreement rests within their sole discretion.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first above written.

Witnesses: [Signature] By: [Signature]
[Signature] Print Name: IGNACIO LIZAMA
Title: ASSOCIATE

CAMP DRESSER & MCKEE INC.

Attest:
Harvey Ruvin, Clerk

MIAMI-DADE COUNTY
By Its Board of County Commissioners

By: _____ By: _____
Deputy Clerk County Mayor

Approved as to form and
legal sufficiency:
[Signature]
Assistant County Attorney