

MEMORANDUM

Agenda Item No. 8(O)(2)

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

DATE: April 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution waiving the competitive bidding requirements of section 255.20 of the Florida Statutes, section 2-8.1(b)(1) of the County Code and section 5.03(d) of the County Charter by a two-thirds vote of the full Board membership; approving the award of Contract S-20076 to Insituform Technologies, LLC, in an amount not to exceed \$30,000,000.00 for the Rehabilitation of Sanitary Sewer by the Cured-In-Place Pipe Method for a two-year term with one one-year option to renew; authorizing the County Mayor to execute the Contract on behalf of the County and to exercise all provisions of the Contract; and authorizing the County Mayor 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, to manage Contract S-20076

Resolution No. R-265-24

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor County Infrastructure, Operations and Innovations Committee.


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: April 2, 2024

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

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Bid Waiver Recommendation for Contract S-20076, Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewer by the Cured-in-Place Pipe Method

Executive Summary

This item seeks approval from the Board of County Commissioners (the "Board") for a bid waiver to award Construction Contract S-20076 (the "Contract"), Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewer by the Cured-in-Place Pipe (CIPP) Method, to Insituform Technologies, LLC (Insituform). This bid waiver is necessary to remain in compliance with the Consent Decree and meet service needs of the community.

The scope of work for the Contract (the "Project") includes the rehabilitation and repair of sanitary sewer lines throughout Miami-Dade County (the "County") using the CIPP lining method. The Contract amount is \$20,000,000 for the two (2) year term of the Contract, and, if the option to renew the Contract for one (1) additional year is exercised, an \$10,000,000 will be added to the award, for an aggregate sum not to exceed \$30,000,000. The Project is in the Adopted Budget and Multi-Year Capital Plan. The funding sources are WASD Revenue Bonds Sold and Future WASD Revenue Bonds.

The Miami-Dade Water and Sewer Department (WASD) maintains approximately 4,100 miles of sewer lines, all of which deteriorate due to the toxic material being transmitted to the wastewater treatment plants. WASD conducts maintenance and rehabilitation of the sewer lines to ensure adequate sewer service to customers, as well as to remove extraneous flow, address aging infrastructure, and future-proof the utility. Sanitary sewer evaluation and rehabilitation is also a requirement of the Consent Decree. Under the Consent Decree, WASD is required to evaluate, inspect, repair, and rehabilitate gravity wastewater pipelines to minimize the number of leaks infiltrating into pipes, which cause operational inefficiencies and overflows.

In June 2022, WASD awarded a similar contract for CIPP rehabilitation of sanitary sewers (Contract S-962). Despite an extensive responsibility review, the contractor failed to perform under the contract, and the contract was subsequently terminated in July 2023. At the time of S-962 contract award, WASD was faced with a backlog of 145,000 linear feet of pipe to repair. Today, the backlog has increased to 196,000 linear feet of pipe to repair in wellfield protection areas and 520,000 linear feet in non-wellfield protection areas. WASD is now faced with a total backlog of nearly 135 miles of pipe in need of repair.

In addition to the general threat to the system represented by pipes in need of rehabilitation, WASD is at risk of missing Consent Decree deadlines without a large-scale rehabilitation contract. It is vital that the Contract be awarded to a vendor proven capable of performing the contract

requirements satisfactorily. After conducting market research as well as reviewing historical bidding and performance of WASD CIPP projects, the Department has determined that a bid waiver to Insituform for a larger scale contract would be the most timely and effective means to dramatically reduce the current backlog. Therefore, to reduce this considerable backlog and remain in compliance of the Consent Decree, a bid waiver to award this Contract to Insituform is requested so that they may expeditiously begin this time-sensitive specialty work.

Recommendation

After evaluating the extensive sewer line rehabilitation backlog, the requirements and deadlines under the Consent Decree, and the marketplace for CIPP services, it is recommended that, in the best interest of the County, the Board take the following actions:

- (1) Waive the competitive bidding requirements of Section 2-8.1(b) of the County Code, Section 5.03(D) of the County Charter, and Section 255.20(1)(c)(8 & 10), Florida Statutes, by a two-thirds vote of the Board members.
- (2) Approve the award of Contract S-20076 to Insituform for a two (2) year countywide contract to rehabilitate sanitary sewers by the CIPP method, with a one (1) year option to renew.
- (3) Authorize the County Mayor or County Mayor's designee to use the WASD Accelerate Ordinance to manage this Contract.

The Contract is attached hereto as Exhibit 1. A recommendation to waive competitive bidding from the Engineer of Record for this project is attached hereto as Exhibit 2.

Scope

The scope of this Contract for sanitary sewer rehabilitation is countywide in nature.

Delegated Authority

Upon Board approval of the Contract and authorization to manage this Contract pursuant to the WASD Accelerate Ordinance, the County Mayor or County Mayor's designee will have the authority to exercise all provisions within the Contract. In addition, the County Mayor or the County Mayor's designee will have the authority to manage this Contract pursuant to Section 2-8.2.12 of the Code of Miami-Dade County (WASD's 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 up to \$30,000,000, which WASD has determined is a fair and reasonable amount for the defined scope of work. The aggregate sum of \$30,000,000 represents a not-to-exceed amount of \$20,000,000 for the two (2) base years of the Contract, and an additional \$10,000,000 if the one (1) year option to renew is exercised. Unless the option to renew is exercised, the Contract will terminate upon the expiration of the original two-year term or upon depletion of the \$20,000,000, whichever occurs first.

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

- Funding will be provided from Program 9650201, Peak Flow Management – Flow Reduction Program, 2023-2024 Adopted Budget, Vol. 3, page 80.
- The funding sources are WASD Revenue Bonds Sold and Future WASD Revenue Bonds.
- The life expectancy of the work is 40 years.
- Operations Cost Impact / Funding: \$180,000 per year. The funding source for the operating impact is WASD Operating Revenues.
- Maintenance Cost Impact / Funding: \$220,000 per year. The funding source for the maintenance impact is WASD Operating Revenues.

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

In 1996, the Volume Sewer Customer Ordinance was adopted by the Board to comply with the requirements of the first Consent Decree issued to the County in 1994, which resulted from operational violations of the County's wastewater system. Among the requirements of the first Consent Decree was the evaluation, inspection, and repair of gravity wastewater pipelines. This mandate was superseded by the County's current Consent Decree, which was approved by the U.S. District Court for the Southern District of Florida on April 9, 2014, in Case No. 1:12-cv-24400-FAM. Under the current Consent Decree, the evaluation, inspection, repair, and rehabilitation of the County's wastewater gravity lines is a regulatory priority.

Based upon bid history, as shown below, WASD determined that it was in the best interest of the County to negotiate directly with Insituform for the best possible terms for Contract S-20076 rather than prepare a generic open and competitive solicitation. Waiving the competitive process will ensure the County obtains the best value in rehabilitation services, while complying with Consent Decree requirements and court-ordered deadlines.

Bidding and Performance History of WASD CIPP Projects

- **Contract S-866:** Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the CIPP Lining Method with County Option to Renew for an Additional Two Years on a Yearly Basis.

On September 25, 2014, WASD received and opened six (6) bids in response to an open solicitation for Contract S-866. The lowest bidder was deemed not responsible and Contract S-866 was awarded to Insituform, the second lowest bidder. Both options to renew were exercised and contract requirements were satisfactorily completed.

- **Contract P0193:** One Year Countywide Contract for the Rehabilitation of Sanitary Sewers by the CIPP Lining Method.

On November 8, 2016, WASD received and opened seven (7) bids in response to an open competitive solicitation for Contract P0193. Insituform was the lowest bidder, was awarded the contract, and satisfactorily completed the contract requirements.

- **Contract P0217:** Countywide Contract for Rehabilitation of Sanitary Sewers by the CIPP Lining Method.

On June 17, 2018, WASD received and opened five (5) bids in response to an open competitive solicitation for Contract. P0217. Insituform was the lowest bidder, was awarded the contract, and satisfactorily completed the contract requirements.

- **Contract P0215:** Countywide Contract for the Rehabilitation of Sanitary Sewers by the CIPP Lining Method.

On July 30, 2018, WASD received and opened seven (7) bids in response to an open competitive solicitation for Contract P0215. Envirowaste Services Group, Inc., the lowest bidder, was awarded the contract. The project closeout evaluation of contractor performance was a 1.7 out a possible 4.0. The evaluation categories Schedule, Coordination, Completeness, Responsiveness, Personnel, and Quality were rated 1 – defined in the evaluation as “unresponsive performance documented in writing without timely corrective action.”

- **Contract S-946:** Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the CIPP Lining Method With County Option-to-Renew for an Additional Two Years on a Yearly Basis.

On June 20, 2019, WASD received and opened three (3) bids in response to an advertisement for an open competitive solicitation for Contract S-946. Insituform was the lowest bidder, was awarded the contract, and satisfactorily completed the contract requirements. Both options to renew were exercised.

- **Contract S-962:** Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the CIPP Lining Method for Well Protection Areas.

On January 7, 2022, WASD received and opened four (4) bids in response to an advertisement for an open competitive solicitation for Contract S-962. Advanced Plumbing Technology (APT) was the lowest bidder and awarded the contract. APT abandoned the contract with no work performed and the contract was terminated in July 2023. Insituform was the second lowest bidder on S-962.

- **Contract P16190A:** Rehabilitation of Sanitary Sewer by the CIPP Lining Method Phase A

This smaller contract was put out for competitive bid, with 552 vendors invited to bid, to include all vendors known to or thought to have CIPP capabilities. Bids were opened on October 3, 2023, and Insituform was the only bidder.

Insituform has 12 evaluations in the Capital Improvements Information System (CIIS), with an average rating of 3.8 out of 4.0.

For the scale of work required to dramatically reduce the current backlog, WASD requires a dependable vendor with the resources to conduct the work in a timely and efficient manner. Insituform has a proven track record of performance and has historically satisfied WASD’s requirements. It was in the best interest of the County to negotiate the attached Contract directly

with Insituform to obtain the best value rather than put the work out for competitive bidding.

Consistent with the requirements of Section 255.20(1)(c)(10): (1) Insituform is an appropriately licensed contractor who is uniquely qualified to undertake the project because it is currently under contract to perform work that is affiliated with the project, and (2) the time to competitively award the project would create an undue hardship on the public health, safety and welfare.

Contract S-20076 is attached hereto as Exhibit 1. A recommendation to waive competitive bidding from the Engineer of Record for this Project is attached hereto as Exhibit 2.

Applicable Ordinances and Measures

Table below depicts various legislative policies, and whether they apply.

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	No measure (Exhibit 3)
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 & Implementing Order 3-41	No measure (Exhibit 3)
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 & Implementing Order 3-41	No measure (Exhibit 3)
Responsible Wages and Benefits	Code Section 2-11.16 & Implementing Order 3-24	
Buy American Iron & Steel Procurement Program	Code Section 2-8.2.6.1	
Employ Miami-Dade Program	Administrative Order 3-63	

SIGNATURE PAGE

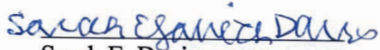
Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-in-Place Method with County Option to Renew for an Additional Two Years on a Yearly Basis, Contract S-20076



David Clodfelter
Inspector OMB
OMB Director

1/10/2024
DATE

Approved as to legal sufficiency



Sarah E. Davis
Assistant County Attorney

1/9/24
DATE



Jimmy Morales
Chief Operating Officer

1/12/24
DATE

Contract S-20076

THIS CONTRACT, made and entered into on the ___ day of _____, 2024, 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 Insituform Technologies, LLC, party of the second part (hereinafter sometimes called "Contractor");

W I T N E S S E T H

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

Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-in-Place
Method with County Option to Renew for an Additional One Year
Contract S-20076

at the unit prices reflected in the Proposal, for the aggregate amount of up to Twenty Million Dollars and no Cents (\$20,000,000.00). The Contract will be awarded for an aggregate amount of up to \$20,000,000.00 for a two-year period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two-year period, whichever occurs first. The two-year term of the Contract will commence with the issuance of the Notice to Proceed. The Mayor or his designee has the option to renew the Contract for up to an additional one (1) year, provided that the Contractor maintains prices, etc. used in the original contract, including allowed price adjustments, with an additional amount up to \$10,000,000.00. The County does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

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

Contract S-20076

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 Contract Conditions, the Water & Sewer Department Construction Contract Special Provisions, 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 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.

Contract S-20076

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

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION



(CORPORATION SEAL)

ATTEST

Janet Hass
(Secretary)

Janet Hass
Contracting and Attesting Officer
(Print or type name)

Insituform Technologies, LLC
(Name of Corporation)

By: Liane Partridge
(Signature of Officer)

Diane Partridge
(Print or type name)

Contracting and Attesting Officer
(Official Title)

580 Goddard Avenue

Chesterfield, MO 63005
(Address)

(PARTY OF THE SECOND PART)

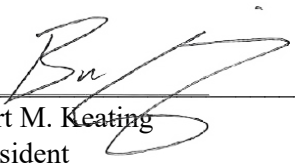
* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract and Surety Performance and Payment Bond to do so in its behalf.

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: September 30, 2022



Burt M. Keating
President

Memorandum



Date: December 15, 2023

To: Roy Coley, Director
Water and Sewer Department

Thru: Marisela Aranquiz-Cueto, Deputy Director
Water and Sewer Department

From: Juan Curiel, Assistant Director of Utility Construction
Water and Sewer Department

Subject: Bid Waiver Recommendation for Contract S-20076, Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewer by the Cured-in-Place Pipe (CIPP) Method with County Option to Renew for an Additional One-Year to Insituform Technologies, LLC

As the Miami-Dade Water and Sewer Department (“WASD”) Engineer of Record for the project identified in the proposed Contract S-20076, I am making this recommendation pursuant to Section 255.20(1)(c)10.d, Florida Statutes. After reviewing the proposed scope of work included in Contract S-20076 for the rehabilitation of sanitary sewers by the “cured-in-place” pipe lining (“CIPP”) method, WASD recommends a waiver of the competitive selection process for this project for the following reasons:

1. WASD would be in violation of the federally mandated Consent Decree if the scope of work under Contract S-20076 is not performed by the court-ordered deadline. Pursuant to the current Consent Decree, approved by the U.S. District Court for the Southern District of Florida on April 9, 2014, in Case No. 1: 12-cv-244 00-FAM, WASD is required to repair and rehabilitate sewer lines in wellfield protection areas by the court-imposed deadline of July 2025. Thus, time is of the essence for WASD to meet the deadline and stay in compliance with the Consent Decree.
2. A contractor’s unanticipated performance failure exacerbated the backlog of sewer lines in wellfield protection areas in need of repair. In June 2022, WASD awarded a similar contract for the rehabilitation of sanitary sewers by the CIPP lining method for wellfield protection areas and had a two (2) year contract term limit (“Contract S-962”). Despite an extensive responsibility review, the contractor failed to perform under the contract. In July 2023, Contract S-962 was terminated for convenience, with no work having been performed to reduce the growing backlog of sanitary sewer pipe in need of repair within wellfield protection areas. At the time of the award, WASD was faced with a backlog of 145,000 linear feet of pipe to repair. Today, the backlog has increased to 196,000 linear feet of pipe to repair in wellfield protection areas, and 520,000 linear feet in non-wellfield protection areas. WASD is now faced with a total backlog of at least 717,000 linear feet, equating to nearly 135 miles of pipe in need of repair. To reduce this considerable backlog, performance under this contract should start as soon as possible.
3. The proposed Contractor under Contract S-20076, Insituform, is actively working under WASD Contract P16190A, which has an almost identical scope of work as the proposed Contract S-20076 to rehabilitate sanitary sewers by the CIPP method. Accordingly, Insituform would be ready to begin performance of Contract S-20076 in a timely manner, allowing WASD to reduce the backlog of pipe in need of repair and stay in compliance of the Consent Decree.

For additional information, questions, and comments please contact me at juan.curiel@miamidade.gov or (786) 552-8399.

MDC012



Small Business Development Division

Project Worksheet

Project/Contract Title: Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewer by the Cure-in-Place Pipe (CIPP) Method with County Option to Renew for an Additional One-Year. **Received Date:** 10/17/2023
Project/Contract No: S-20076 **Funding Source:** WASD Revenue Bonds Sold, Future WASD Revenue Bonds
Department: Water & Sewer
Estimated Cost of Project/Bid: \$18,830,622.60
Description of Project/Bid: Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewer by the Cure-in-Place Pipe (CIPP) Method with County Option to Renew for an Additional One-Year.

Contract Measures		
<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
No Measure	SBE - Con	
No Measure	SBE - Goods & Services	
Reasons for Recommendation		
<p>SMALL BUSINESS ENTERPRISE – CONSTRUCTION (SBE-Con). An analysis of the factors contained in the project package, as well as the factors contained in Implementing Order 3-22 indicates that a No Measure is appropriate for this contract.</p> <p>Please Note: This is a work-order driven project which requires the prime to self perform all CIPP main line lining work, which is a highly specialized scope of work. The exact breakdown of the work, and the percentage of the services suitable for subcontracting is uncertain. This project will be procured through a bid waiver and not a competitive bidding process.</p> <p>SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-G&S). An analysis of the factors contained in Implementing Order 3-41 indicates a No Measure is appropriate for this contract.</p> <p>CWP Not Applicable: Less than 30 days</p> <p>NAICS 236220 Commercial and Institutional Building Construction, NAICS 237110 Water and Sewer Line and Related Structures Construction, NAICS 237990 Other Heavy and Civil Engineering Construction</p>		

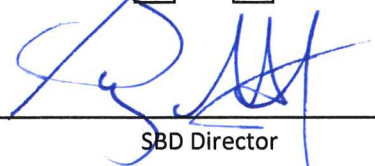
Living Wages: YES NO

Highway: YES NO

Heavy Construction: YES NO

Responsible Wages: YES NO

Building: YES NO



SBD Director

10-20-23
Date



MEMORANDUM
(Revised)

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

DATE: April 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
4-2-24

RESOLUTION NO. R-265-24

RESOLUTION WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 255.20 OF THE FLORIDA STATUTES, SECTION 2-8.1(B)(1) OF THE COUNTY CODE AND SECTION 5.03(D) OF THE COUNTY CHARTER BY A TWO-THIRDS VOTE OF THE FULL BOARD MEMBERSHIP; APPROVING THE AWARD OF CONTRACT S-20076 TO INSITUFORM TECHNOLOGIES, LLC, IN AN AMOUNT NOT TO EXCEED \$30,000,000.00 FOR THE REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE METHOD FOR A TWO-YEAR TERM WITH ONE ONE-YEAR OPTION TO RENEW; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT; AND 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-20076

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it in the best interest of the County to waive the competitive bidding requirements of section 255.20 of the Florida Statutes, section 2-8.1(b)(1) of the County Code, and section 5.03(D) of the County Charter by a two-thirds vote of the full Board membership and approves the award of Contract S-20076 ("Contract") to Insituform Technologies, LLC in an amount not to exceed \$30,000,000.00 for a two-year term with one one-year option to renew, for the Rehabilitation of Sanitary Sewer by the Cured-In-Place Pipe Method, in substantially the form attached to the accompanying memorandum as Exhibit 1.

The Board also authorizes the County Mayor or County Mayor’s designee to execute the Contract on behalf of the County and to exercise all provisions of the Contract. Additionally, the Board authorizes the County Mayor or County Mayor’s designee to utilize 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 the manage the Contract.

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

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 2nd day of April, 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis