

# Memorandum



**Date:** July 8, 2021

**To:** Honorable Chairperson Jose “Pepe” Diaz  
and Members, Board of County Commissioners

Agenda Item No. 8(O)(3)

**From:** Daniella Levine Cava  
Mayor

\*\*Consent Decree Project\*\*

**Subject:** Resolution Approving Change Order No. 2 to Metro Equipment Service Inc., Contract No. S-758R, CD 5.01- Conversion of Pump Station No. 418 to a Booster Station

## **Recommendation**

It is recommended that the Board of County Commissioners (the “Board”), through its Water and Sewer Department (“WASD”), approve Change Order No. 2 (the “Change Order”) to Contract No. S-758R (the “Contract”) between Miami-Dade County and Metro Equipment Service Inc. (“Metro”) for the Conversion of Pump Station No. 418 to a Booster Station. This Change Order provides for a 667-day non-compensable time extension and increases the total contract amount by \$402,722.14. Approval of this Change Order No. 2 will extend the contract’s completion date from January 23, 2019 to November 20, 2020 and increases the contract amount from \$7,419,720.00 to \$7,822,442.14.

## **Consent Decree Project**

Change Order No. 2 is for an increase in the contract amount of \$402,722.14 and a 667-day non-compensable time extension between WASD and Metro for CD 5.01- Conversion of Pump Station No. 418 to a Booster Station, Contract No. S-758R.

## **Scope**

Pump Station No. 418 is located within District 12, which is represented by Commissioner Jose “Pepe” Diaz.

## **Fiscal Impact/Funding Source**

Change Order No. 2 will be funded from the Pump Stations – Sewer Systems Consent Decree Projects, Project # 964440, FY2020-21 Adopted Budget and Multi-Year Capital Plan, Page #70. Funding sources are: Future WASD Revenue Bonds, WASD Revenue Bonds Sold and Wastewater Connection Charges.

## **Delegation of Authority**

This Contract was awarded to Metro pursuant to Section 2-8.2.12 of the Code of Miami-Dade County related to WASD’s Consent Decree and Capital Improvement Programs Acceleration Ordinance (“WASD Acceleration Ordinance”), which delegates authority to the County Mayor or County Mayor's designee to award certain projects and, among other things, negotiate and settle claims and execute change orders that do not exceed ten percent (10%) of the base contract amount. Because Change Order No. 2 exceeds 10% of the base contract amount, Board approval is required for this item. See Change Order No. 2, attached hereto as Exhibit A.

## **Track Record/Monitoring**

WASD Senior Program Manager for Capital Projects and Compliance, Daniel J. Edwards, will oversee the implementation of Change Order No. 2 to Contract No. S-758R.

### **Background**

On September 3, 2014, the Board approved Ordinance No. 14-77 authorizing the County Mayor or County Mayor’s designee to award and amend contracts, negotiate and issue change orders for funded capital projects, and accelerate the approval of WASH’s: 1) Consent Decree projects, and 2) projects identified in WASH Multi-Year Capital Plan’s Capital Improvements Program, subject to ratification by the Board. WASH’s Acceleration Ordinance authorized the award of Contract No. S-758R to Metro and Change Order No. 1 to the Contract.

After a competitive solicitation, the Contract was awarded to Metro to convert Pump Station No. 418 to a Booster Station. The total amount of the award was \$6,843,320.00 with a contract duration of 700 calendar days to Final Completion and a Contingency Time Allowance of 70 days. Change Order No. 1 to the Contract increased the contract amount by \$576,400.00, bringing the total to \$7,419,720.00.

During construction, Metro encountered several minor situations that required additional work totaling \$67,188.52 of which \$59,541.99 will be paid through this Change Order. This additional work included additional concrete core drilling, additional wood for parapet modifications, sidewalk restoration, termination of FPL high voltage cables, additional metal bends to support pipe, furnishing of ladders, FPL meter can replacement, modification of an existing handrail, demolition of tile, engineering design for a nine-foot stainless steel door, relocation of rainwater leader and downspouts, light fixture relocation, upgrading power to a 480 volt feeder, and removing and building the structural transition.

### **Monetary Aspect of Change Order No. 2**

Metro also encountered eight more substantive situations, totaling \$149,568.50, that did not impact the project’s critical path. This additional work consisted of the following:

- 1) Storage of Electrical Equipment, totaling \$11,173.71 that could not be installed as scheduled through no fault of the Contractor.
- 2) Bathroom Modifications, totaling \$12,486.60, to relocate the toilet and modify the layout of the door, which required a new sewage line, a new water supply line, and installation of a concrete masonry unit for the door layout.
- 3) Repair to Damaged Concrete Pipe Supports for the 30-inch discharge pipe at a cost of \$14,833.28.
- 4) Dewatering of Groundwater Infiltration using a submersible pump and hose for four hours a day for 51 days at a cost of \$15,573.22.
- 5) Design and installation of a Chain Link Rolling Gate (7 feet x 9 feet) at the check valve bypass assembly area to facilitate access to the check valve at a cost of \$16,419.73.
- 6) Installation of a new backflow preventer, water supply line, and integration of existing water service assembly into the SCADA System for a cost of \$18,308.15.
- 7) Additional Control/Instrumentation Integration Work to improve the pump station’s control and instrumentation for a cost of \$19,599.47.
- 8) Repairs around the 30-inch discharge pipe area, totaling \$41,174.34, after a heavy rain event. The repairs included removing concrete and corroded rebars, installing rebar extensions, cleaning the area with waterblast, and restoring the concrete wall around the pipe with non-shrink grout.

There were seven additional work items, totaling \$193,611.65, that impacted the project’s critical path. The items are:

- 1) Pump Support modifications, totaling \$15,866.58, needed to provide access to the pump’s 90-degree elbow for maintenance purposes. The ten days required for the pump modifications were approved through the Contract’s Time Allowance.
- 2) Installation of a new circuit breaker with a 208-volt power supply and safety switches for two air-conditioner condensing units that required a 208-volt power supply for a cost \$12,787.50.
- 3) Installation of a supplemental gate valve to avoid backflow into the pump station at a cost of \$13,211.02.
- 4) The owner supplied three (3) pumps to the job site, and two (2) problems were noted with those pumps:
  - a) The manufacturer’s representative noted signs of deterioration due to improper storage and lack of maintenance. WASD decided to send the pumps back to the manufacturer for refurbishment. Metro assisted in the process of sending the pumps to the manufacturer for refurbishment and in receiving the refurbished pumps at a cost of \$13,267.22
  - b) The refurbished pumps did not fit on the mounting plates, requiring the vendor to modify the plates. Metro assisted in the process of removing the plates for delivery to the vendor for modification and in receiving the modified plates at a cost of \$16,330.96.
- 5) Installation of Lighting and Grounding Systems for the additional floor of the pump room and pipe gallery at a cost of \$29,518.50.
- 6) Redesign of the generator’s muffler support and façade assembly to prevent a ponding water issue at a cost of \$44,951.67.
- 7) Inclusion of manual speed commands (controls) to the three pump local control panels at a cost of \$47,678.20

Each cost item was individually evaluated and found to be fair and reasonable.

The Notice to Proceed was May 28, 2016, establishing April 28, 2018 as the Contract’s original Final Completion Date. During construction, WASD approved 70 days of time, thereby revising the Final Completion Date to July 7, 2018. Change Order Number 1 to the Contract extended the Final Completion Date by 131 days, thereby extending the Contract Final Completion Date to November 15, 2018. Change Order 1 also included a Contingency Time Allowance of 70 days. After Change Order 1 was completed, WASD approved 69 days from the Contingency Time Allowance, thereby extending the Contract Final Completion Date to January 23, 2019.

### **Time Aspect of Change Order No. 2**

Below is a listing of the days associated with each of the items that affected the Contract’s critical path:

- 1) Pump Support modifications required 10 days, which were approved through the Time Contingency Allowance.
- 2) Installation of a new circuit breaker required 25 days.
- 3) Installation of a supplemental gate required 56 days.
- 4) Refurbishment of the pumps and modification of the pump mounting plates impacted the critical path by a total of 82 days.

a) The pumps were with the manufacturer for refurbishment for 177 days, from July 30, 2018 to January 22, 2019, of which 49 days were determined to be non-concurrent with other delays.

b) The plates were with the vendor for modification for 33 days, from March 2, 2018 to April 3, 2018, all of which were determined to be non-concurrent with other delays.

- 5) Installation of the lighting and grounding system required 63 days.
- 6) Redesign of the generator’s muffler support and façade assembly required 346 days.
- 7) Addition of the manual speed commands to the local control panel required 4 days.

In addition, there was a 91-calendar day delay connected with the delivery of the electrical connection blocks, which did not arrive with the motors for the sewage pump that were provided by the County.

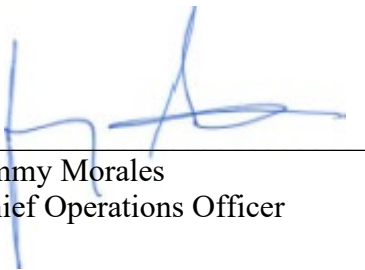
The time extensions totaling 667 days were individually evaluated and found to be non-concurrent and justifiable.

Change Order Number 2 to the Contract provides for: (1) a non-compensable time extension of 667 days, which extends the Final Completion Date from January 23, 2019 to November 20, 2020, and (2) an increase in the total contract amount by \$402,722.14, bringing the Contract total up from \$7,419,720.00 to \$7,822,442.14.

**Small Business Enterprise Measures**

Prior to the issuance of Change Order No. 2, on March 16, 2021, the Internal Services Department’s Small Business Development (“SBD”) Division reviewed the Contract for compliance with a 4.00 percent SBE-Goods and Services goal, a 13.25 percent SBE-Construction goal, and Responsible Wages and Benefits requirements and determined that Metro was in compliance. See the SBD memorandum, attached hereto as Exhibit “B”.

A copy of the original construction contract is available upon request at the Construction Contracts Division.



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Jimmy Morales  
Chief Operations Officer

**MIAMI-DADE COUNTY, FLORIDA**  
**WATER AND SEWER**  
**CHANGE ORDER TO ORIGINAL CONTRACT**



CHANGE ORDER NO: 2 CONTRACT S-758R DATE: 2/26/2021  
 PROJECT TITLE: Conversion of Sewage Pump Station No. 418 to Booster Station  
 TO CONTRACTOR: METRO EQUIPMENT SERVICE INC 9416 S.W. 72 St., Suite 131 Miami, FL 33173

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

**Description of work authorized:** This Change Order increases the contract amount by \$402,722.14 and extends the contract duration by 667-days.  
**Monetary Justification:** This contract was awarded to Metro Equipment Service Inc. to convert Pump Station No. 418 to a Booster Station. The total amount of the award was \$6,843,320.00 with a contract duration of 700 calendar days to Final Completion and a Contingency Time Allowance of 70 days. Change Order No.1 to the Contract increased the contract amount by \$576,400.00, bringing the total to 7,419,720.00. (Continued below)

**Time Justification:** The date of Notice to Proceed was May 28, 2016, establishing April 28, 2018 as the Contract's original Final Completion Date. During construction, the Miami-Dade Water and Sewer Department (WASD) approved 70 days of non-compensable time, which revised the Final Completion Date to July 7, 2018. (Continued below)

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

**SUMMARY OF CONTRACT AMOUNT / TIME**

ORIGINAL CONTRACT AMOUNT-----	\$6,843,320.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$576,400.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$7,419,720.00
COST OF CHANGES WITH THIS DOCUMENT-----	\$402,722.14
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$7,822,442.14
PERCENT INCREASE WITH THIS CHANGE-----	5%
TOTAL PERCENT INCREASE TO DATE-----	14%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	700 / 131 / 667
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	70 / 70 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1638

CERTIFYING STATEMENT: The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

<b>Accepted By:</b>			
<b>Organization</b>	<b>Name</b>	<b>Title</b>	<b>Date</b>
METRO EQUIPMENT SERVICE INC	JORGE FOMTE	SR. PROJECT MANAGER	3-26-2021
	<i>Charles D. Nielson</i>	Contractor	
<b>Surety</b>	<b>Name</b>	<b>Title</b>	<b>Date</b>
	Charles D. Nielson	Surety	3-26-2021
	Attorney-in-Fact		

<b>Title</b>	<b>Name</b>	<b>Date</b>
Approved By: County Attorney (for legal sufficiency)	<i>Susan Egan</i>	3/31/21
Approved By: County Mayor		
Attested By: Clerk of the Board		



**Time Justification: (Continued)**

Change Order Number 1 to the Contract extended the Contract's Final Completion Date by 131 days, and, therefore, extended the Contract's Final Completion Date to November 15, 2018. Change Order Number 1 also included a Contingency Time Allowance of 70 days. After Change Order Number 1 was completed, WASD approved 69 days from the Contingency Time Allowance and extended the Contract's Final Completion Date to January 23, 2019.

There were eight items with a monetary component that affected the Contract's critical path. Those items are outlined in the monetary justification. Below is a listing of the days associated:

- 1) Pump Support modifications required 10 days, which were previously approved through the Time Contingency Allowance.
- 2) Installation of new circuit breaker required 25 days.
- 3) Installation of a supplemental gate required 56 days.
- 4) The refurbishment of the pumps and modification of the pump mounting plates impacted the critical path by a total of 82 days.
  - a) The pumps were with the manufacturer for refurbishment for 177 days, from July 30, 2018 to January 22, 2019, of which 49 days were determined to be non-concurrent with other delays.
  - b) The plates were with the vendor for modification for 33 days, from March 2, 2018 to April 3, 2018, all of which was determined to be non-concurrent with other delays.
- 5) Installation of the lighting and grounding system required 63 days.
- 6) Redesign of the generator's muffler support and façade assembly required 346 days.
- 7) Adding manual speed commands to the LCP required 4 days.

In addition, the Contractor experienced a 91-calendar day delay waiting on the delivery of the electrical connection blocks, which did not arrive with the owner-furnished motors for the sewage pump. The time extensions total 667 days and were individually evaluated and found to be non-concurrent and justifiable.

**Monetary Justification: (Continued)**

During construction, the Contractor encountered several minor situations that required additional work totaling \$67,188.52 of which \$59,541.98 will be paid through this change order. This additional work included additional concrete core drilling, additional wood for parapet modifications, sidewalk restoration, termination of FPL high voltage cables, additional metal bends to support pipe, furnishing of ladders, FPL meter can replacement, modification of an existing handrail, demolition of tile, engineering design for nine-foot stainless steel door, relocation of rainwater leader and downspouts, light fixture relocation, upgrading power 480 volt feeder, and removing and building the structural transition. The Contractor also encountered eight more substantive situations, totaling \$149,568.50, that did not impact the project's critical path. This additional work consisted of the following:

- 1) Storage of Electrical Equipment, totaling \$11,173.71, that could not be installed as scheduled through no fault of the Contractor.
  - 2) Bathroom Modifications, totaling \$12,486.60, to relocate the toilet and modify the layout of the door which required a new sewage line, a new water supply line, and installation of concrete masonry unit for the door layout.
  - 3) Repair to Damaged Concrete Pipe Supports for the 30-inch discharge pipe at a cost of \$14,833.26.
  - 4) Dewatering of Groundwater Infiltration using a submersible pump and hose for four hours a day for 51 days at a cost of \$15,573.22.
  - 5) Design and installation of a Chain Link Rolling Gate (7 ft x 9 ft) at the check valve bypass assembly area to facilitate access to the check valve at a cost of \$16,419.73.
  - 6) New backflow preventer, water supply line, and integration of existing water service assembly into the SCADA System for a cost of \$18,308.15.
  - 7) Additional Control/Instrumentation Integration Work to improve the pump station's control and instrumentation for a cost of \$19,589.47.
  - 8) Repairs around the 30-inch discharge pipe area, totaling \$41,174.34, after a heavy rain event. The repairs include removing concrete and corroded rebars, installing rebar extensions, cleaning the area with waterblast, and restoring the concrete wall around the pipe with non-shrink grout.
- There were eight additional work items, totaling \$193,611.85, that impacted the project's critical path. The items are:

- 1) Pump Support modifications, totaling \$15,866.58, needed to provide access to the pump's 90-degree elbow for maintenance purposes. The ten days required for the pump modifications was approved through the Contract's Time Allowance.
- 2) Installation of new circuit breaker with a 208-volt power supply and safety switches for two air-condition condensing units that required 208-volt power supply for a cost \$12,787.50.
- 3) Installation of a supplemental gate valve to avoid backflow into the pump station at a cost of \$13,211.02.
- 4) The owner supplied three (3) pumps to the job site and two (2) problems were noted with those pumps.
  - a) The manufacturer's representative noted signs of deterioration due to improper storage and lack of maintenance. WASD decided to send the pumps back to the manufacturer for refurbishment. The Contractor assisted in the process of sending the pumps to the manufacturer for refurbishment and in receiving the refurbished pumps, at a cost of \$13,267.22
  - b) The refurbished pumps did not fit on the mounting plates, requiring the vendor to modify the plates. The Contractor assisted in the process of removing the plates for delivery to the vendor for modification and in receiving the modified plates, at a cost of \$16,330.96
- 5) Installation of Lighting and Grounding Systems for the additional floor of the pump room and pipe gallery at a cost of \$29,518.60.
- 6) Redesign of the generator's Muffler Support and Façade Assembly to prevent ponding water issues at a cost of \$44,951.67.
- 7) Including manual speed commands (controls) to the three pump local control panels at a cost of \$47,678.20

Each cost item was individually evaluated and found to be fair and reasonable.

Change Order Number 2 to the Contract provides for: (1) a non-compensable time extension of 667 days, which extends the Final Completion Date from January 23, 2019 to November 20, 2020, and (2) an increase to the total Contract amount of \$402,722.14, thereby increasing the Contract total from \$7,419,720.00 to \$7,822,442.14.

**Time Justification Declaration:**

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D NIELSON** of **MIAMI LAKES Florida** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.  
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of March, 2021



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

## Memorandum



**Date:** March 16, 2021

**To:** Josenrique Cueto, Interim Director  
Miami-Dade Water and Sewer Department

**From:** Gary T. Hartfield, Director  
Small Business Development Division  
Internal Services Department

**Subject:** Project No. S-758R, Conversion of Sewage Pump Station No. 418 Booster Station

Digitally signed by Gary T. Hartfield  
DN: cn=Gary T. Hartfield, o=Miami-Dade  
County Internal Services, ou=Small Business  
Development,  
email=gary.hartfield@miamicounty.gov, c=US  
Date: 2021.03.16 12:57:28 -0500

Project No. S-758R, Conversion of Sewage Pump Station No. 418 Booster Station was reviewed for compliance with the 13.25% Small Business Enterprise – Construction (SBE-Construction) goal, the 4% Small Business Enterprise – Goods and Services (SBE-Goods and Services), and the Responsible Wages and Benefits requirements. Change Order No. 2 increases the value of the contract and extends the time. The SBE-Construction and SBE-Goods and Services goals remains the same and apply to the Change Order. Resolution No. R-1001-15 requires County contracts with small business measures meet at least 85 percent of the small business goals applicable to the portion(s) of the contract work performed to date before a change order or contract amendment is considered for Board approval.

Through the last reporting period of March 1, 2021, the prime contractor, Metro Equipment Service, Inc., (Metro Equipment), has performed \$7,139,960 requiring \$804,138 in SBE-Construction participation and \$242,759 in SBE-Goods and Services participation for compliance with the Resolution No. R-1001-15. The SBE-Construction firm meeting the goal has performed \$1,776,487 and the SBE-Goods and Services firm has performed \$417,223 in compliance with R-1001-15.

The prime is in compliance with the Responsible Wages and Benefits requirement. There is one subcontractor, Florida Electrical Group, Inc., that is pending an administrative hearing for a Notice of Violation issued on February 17, 2021. Please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153 for additional information.

c: Alissa Penaloza, Deputy Director, WASD  
Hardeep Anand, Deputy Director, WASD  
Patricia Hernandez, Legislative and Municipal Affairs Special Assistant, WASD  
Margaret Moss, Chief, Small Business Initiatives, WASD  
Edith Brown, Chief, Contract Compliance Division, WASD  
Patty Palomo, Chief, Intergovernmental Affairs, WASD  
Daniel Edwards, Project Manager, WASD  
Alice Hidalgo-Gato, SBD Sections Chief, ISD





**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** July 8, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(O)(3)

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)(3)  
7-8-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING CHANGE ORDER NO. TWO IN THE AMOUNT OF \$402,722.14 AND 667-DAYS OF NON-COMPENSABLE TIME TO METRO EQUIPMENT SERVICE INC. FOR CONTRACT NO. S-758R, CD5.01- CONVERSION OF SEWAGE PUMP STATION NO. 418 TO A BOOSTER STATION PURSUANT TO THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE, SECTION 2-8.2.12 OF THE COUNTY CODE

**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 approves Change Order No. Two, attached to the accompanying memorandum as Exhibit A, in the amount of \$402,722.14 and 667 day of non-compensable time to Metro Equipment Service Inc. for Contract No. S-758R, CD5.01- Conversion of Sewage Pump Station No. 418 to a Booster Station. The original contract documents are on file with, and are available upon request from, the Miami-Dade Water and Sewer Department.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman  
Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 8<sup>th</sup> day of July, 2021. 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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis