MEMORANDUM

Agenda Item No. 8(O)(1)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	October 9, 2025
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving Amendment Number One to Contract No. S-20076 for the two-year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-in-Place Method (CIPP) which cancels the one-year option to renew and advances the $10,000,000.00 allocated for the one-year option to renew for use during the original two-year contract term, between Miami-Dade County and Insituform Technologies, LLC; and authorizing the County Mayor to execute the same and to exercise the provisions contained therein

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

MIAMI-DADE COUNTY

Date: October 9, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving Amendment No. 1 to Contract No. S-20076, for the Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewers by the Cured-in-Place Pipe Method with Insituform Technologies, LLC

Executive Summary

The item seeks approval from the Board of County Commissioners (the Board) to authorize Amendment No. 1 (the Amendment) to Contract No. S-20076 (the Contract) between Miami Dade County (the County) and Insituform Technologies, LLC (Insituform) for the *Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewers by the Cured-in-Place Pipe Method* (the Project). The Amendment, which is attached hereto as Exhibit A, does not increase the fiscal impact of the Contract. Instead, it advances the $10,000,000.00 that was allocated for the Contract's one-year option to renew for use during the original two-year Contract term.

Insituform's accelerated work has substantially extended the service life of the rehabilitated pipelines, by an estimated 30 years, and has nearly exhausted the original $20,000,000.00 allocated for the initial contract term. The County is highly satisfied with both the quality and pace of Insituform's performance and seeks to continue this successful partnership, as significant portions of the pipeline infrastructure remain in need of rehabilitation. Continuing this Contract without interruption is critical to meeting key regulatory deadlines, and while it is premature to exercise the renewal option at this time, it is necessary to maintain momentum under the Accelerated schedule. Accordingly, the Amendment will ensure continued work without interruption.

The Miami-Dade Water and Sewer Department (WASD) is investing in large-scale infrastructure upgrades that increase system capacity, improve operational reliability, and ensure regulatory compliance. This Project is a key component of that effort, targeting aging infrastructure that is critical to maintaining uninterrupted service and protecting public health and supporting future growth and redevelopment. These efforts help ensure the continued delivery of efficient and reliable service to our nearly 3 million residents throughout the County.

Recommendation

It is recommended that the Board approve the Amendment to the Contract.

Scope

The Contract will provide rehabilitation of sanitary sewer pipelines throughout the County; therefore, the impact of this item is countywide in nature.

Delegated Authority

This item authorizes the County Mayor or County Mayor's designee to execute the Amendment and to exercise any and all rights conferred herein.

Fiscal Impact/Funding Source

The Amendment does not increase the fiscal impact of the Contract. Instead, it advances the $10,000,000.00 that was allocated for the Contract's one-year option to renew for use during the original two-year Contract term. The Project is in WASD's Fiscal Year 2024-2025 Adopted Budget and Multi-Year Capital Plan. The funding sources are WASD Revenue Bonds Sold and Future WASD Revenue Bonds. There is no impact to the General Fund.

Track Record/Monitor
WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of the Amendment to 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 (the First Consent Decree). 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 (the Current Consent Decree). Under the Current Consent Decree, the evaluation, inspection, repair, and rehabilitation of the County's wastewater gravity lines is a regulatory priority.

The Project includes the rehabilitation and repair of sanitary sewer lines throughout the County using the Cured-in-Place Pipe Method (CIPP). The Contract amount is $20,000,000.00 for the two (2) year term of the Contract, and, if the one-year option to renew is exercised, an additional $10,000,000.00 will be added to the award, for an aggregate sum not to exceed $30,000,000.00.

WASD maintains approximately 4,100 miles of sewer lines, all of which experience deterioration over time due to the nature of the materials conveyed to the wastewater treatment plants. To ensure reliable sewer service for its customers, WASD routinely maintains and rehabilitates these lines. This work also helps reduce extraneous flow, address aging infrastructure, and strengthen the system for future demands. Additionally, sanitary sewer evaluation and rehabilitation are mandated under the current Consent Decree, which requires WASD to inspect, repair, and rehabilitate gravity sewer pipelines. These efforts are essential to minimizing infiltration-related leaks that contribute to operational inefficiencies and sanitary sewer overflows.

In June 2022, WASD awarded a similar contract (Contract S-962) for the CIPP rehabilitation of sanitary sewers. Although the contractor underwent a thorough responsibility review, they ultimately failed to perform, resulting in the contract's termination in July 2023. At the time of award, WASD was contending with a backlog of approximately 145,000 linear feet of sewer pipe in need of repair.

On April 2, 2024, pursuant to Resolution No. R-265-24, the County awarded the Contract to Insituform, which was executed and became effective on May 9, 2024. The Contract provided for a potential fiscal impact to the County in an amount not to exceed of $30,000,000.00. The aggregate sum of $30,000,000.00 represented a not-to-exceed amount of $20,000,000.00 for the two (2) base years of the Contract, and an additional $10,000,000.00 if the one (1) year option to renew is exercised.

At the time the Contract was awarded, WASD faced a significant backlog with nearly 135 miles of sewer pipe requiring rehabilitation. This included approximately 37 miles located within wellfield protection areas and 98 miles in non-wellfield areas. Beyond the general risk posed by deteriorating infrastructure, the lack of a large-scale rehabilitation contract also jeopardized the County's ability to meet critical deadlines under the current Consent Decree.

To address these challenges, the County and Insituform developed an Accelerated Rehabilitation Schedule (Accelerated Schedule), and the Notice to Proceed (NTP) for the Contract was issued on May 20, 2024. Since then, Insituform has made substantial progress under the Accelerated Schedule, lining approximately 50 miles of sewer pipes, over 27 miles of which are located within the Wellfield Protection Areas and subject to regulatory compliance deadlines, and an additional 23 miles in areas outside of those protection zones.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

Insituform's rapid progress has extended the service life of rehabilitated pipelines by an estimated 30 years and has nearly exhausted the $20,000,000.00 allocated for the initial two-year term of the Contract. The County is highly satisfied with the quality and pace of Insituform's work and wishes to continue the partnership, as a substantial portion of the County's pipeline infrastructure still requires rehabilitation.

Disrupting the continuity of the Contract would jeopardize the County's ability to meet key milestones under the current Consent Decree and delay urgent repairs in basins with regulatory deadlines. Although it is premature to exercise the one-year renewal option, the County seeks to maintain momentum under the Accelerated Schedule. To that end, the County and Insituform propose amending the Contract to cancel the one-year renewal option and advance the $10,000,000.00 originally allocated for that option for immediate use within the initial two-year term.

Roy Coley

Roy Coley
Chief Utilities and Regulatory Services Officer

Attachments

EXHIBIT A

AMENDMENT NUMBER ONE

TO

CONTRACT NO. S-20076

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 PERIOD

BETWEEN MIAMI-DADE COUNTY

AND

INSITUFORM TECHNOLOGIES, LLC.

THIS AMENDMENT NUMBER ONE is made and entered into this ___ day of July, 2025, ("Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and INSITUFORM TECHNOLOGIES, LLC, (hereinafter referred to as "Insituform," and collectively with the County, the "Parties"),

WITNESSETH:

WHEREAS, on April 2, 2024, pursuant to a bid waiver, the County awarded the Two-Year County-Wide Contract for Rehabilitation of Sanitary Sewers by the Cured-in-Place Pipe Method (the "Contract") to Insituform; and

WHEREAS, the Contract was executed and became effective on May 9, 2024; and

WHEREAS, the Contract included $20,000,000.00 for the first two (2) year term of the Contract; and

WHEREAS, the Contract also included a one-year option to renew for an additional $10,000,000.00 that can be exercised at the County's discretion; and

WHEREAS, the Contract, therefore, has a cumulative value of $30,000,000.00; and

WHEREAS, faced with a backlog of nearly 135 miles of pipe in need of repair and the risk of missing Consent Decree deadlines, the County and Insituform collaborated to develop an accelerated rehabilitation schedule (the "Accelerated Schedule"); and

WHEREAS, the Notice to Proceed (the "NTP") for the Contract was issued on May 20, 2024; and

WHEREAS, since the NTP was issued, pursuant to the Accelerated Schedule, Insituform has already lined: (a) approximately 263,000 linear feet (LF) of sewer pipes, including over 143,000 feet in the Wellfield Protection Areas, which pipes are subject to regulatory compliance deadlines, and (b) approximately 120,000 LF of sewer pipes in areas outside of the Wellfield Protection Areas; and

WHEREAS, the fast pace at which Insituform is moving under the Accelerated Schedule has already resulted in the rehabilitation of the equivalent of 50 miles of pipe, which work has extended the service life of these pipes by 30 years; and

WHEREAS, the work performed to date, pursuant to the Accelerated Schedule, has nearly depleted the $20,000,000.00 allocated for the initial two-year term of the Contract; and

WHEREAS, the County has been happy with the quality of the work and the speed at which Insituform is working and wishes to continue working with Insituform on this project because there remains significant pipeline throughout the County that still requires rehabilitation; and

WHEREAS, failure to maintain the Contract's continuity will hinder the County's ability to meet critical milestones of the Consent Decree and delay time-sensitive repairs to basins that have regulatory deadlines; and

WHEREAS, because it is too early to exercise the option to renew but the County wishes to continue moving Insituform's work forward under the Accelerated Schedule, the County and Insituform wish to amend the Contract,

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the County and Insituform hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated into the body of this Contract.

2. The Contract's original two-year term, with a one-year option to renew, is hereby modified to cancel the option to renew, and the $10,000,000.00 allocated for the one-year option to renew shall be advanced for use during the original two-year Contract term.

3. All other terms, specifications, covenants and conditions of the Contract not expressly modified or revised herein shall remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number One by their duly authorized officers on the date first written above.

ATTEST: JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT
AND COMPTROLLER

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

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

By: _____
Daniella Levine Cava
County Mayor

WITNESSETH:
(CORPORATE SEAL)

INSITUFORM TECHNOLOGIES LLC LIMITED LIABILITY COMPANY DELAWARE
SEAL

By: Janet Hass
Signature

Janet Hass
Contracting and Attesting Officer, Secretary
Print Name

INSITUFORM TECHNOLOGIES, LLC

By: Diane Partridge
Signature

Diane Partridge
Contracting and Attesting Officer, President
Print name

STATE OF MISSOURI
COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 23rd day of June, 20 25 by Diane Partridge as *~~President~~, and Janet Hass, as *~~Secretary~~, Insituform Technologies, LLC, a Delaware Limited Liability Company, on behalf of the company, who is personally known to me ~~or has produced (type of identification)~~ as identification.

*Contracting and Attesting Officer

[Notary Seal]

Jana Lause
(Signature of person taking acknowledgment)

JANA LAUSE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 5, 2025
Commission # 13805615

_____
(Name typed, printed or stamped)

Approved for Legal Sufficiency

_____
Assistant County Attorney

580 Goddard Avenue
Chesterfield, MO 63005
Phone: (636) 530-8000
Fax: (636) 898-5078
www.azuria.com

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPONTMENT 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, Whittney 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: March 04, 2025

Burt M. Keating
President

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 4th day of March, 2025, before me, the undersigned notary public, personally appeared Burt M. Keating, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JAMIE L. PERRYMAN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES AUGUST 26, 2028
ST. CHARLES COUNTY
COMMISSION #12347530

Jamie L. Perryman, Notary

MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 9, 2025

FROM: Geri Bonzon-Keenan
County Attorney

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

_____ **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 ____, majority plus one ____, 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) ____, 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)(1)
10-9-25

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO CONTRACT NO. S-20076 FOR THE TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE METHOD (CIPP) WHICH CANCELS THE ONE-YEAR OPTION TO RENEW AND ADVANCES THE $10,000,000.00 ALLOCATED FOR THE ONE-YEAR OPTION TO RENEW FOR USE DURING THE ORIGINAL TWO-YEAR CONTRACT TERM, BETWEEN MIAMI-DADE COUNTY AND INSITUFORM TECHNOLOGIES, LLC; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS 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 Amendment Number One to Contract No. S-20076 for the Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-in-Place Pipe Method (CIPP), in substantially the form attached to the accompanying memorandum as Exhibit A, which cancels the one-year option to renew and advances the $10,000,000.00 allocated for the one-year option to renew for use during the original two-year Contract Term.

The Board also authorizes the County Mayor or County Mayor's designee to execute the Amendment and to exercise the provision contained therein and on behalf of Miami-Dade County, Florida.

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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 9th day of October, 2025. 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