

Memorandum



Date: October 15, 2026

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

IITC
Agenda Item No. 3(E)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation to Award Contract No. S-979 for Pump Station No. 1 Seawall Improvements to Kearns Construction Company

Executive Summary

This item seeks approval from the Board of County Commissioners (the Board) to award a competitively solicited Contract No. S-979 (the Contract) for *Pump Station No. 1 Seawall Improvements* (the Project), to the lowest responsive and responsible bidder, Kearns Construction Company (Kearns), for a total amount of \$12,558,430.30, and a Total Contract period of 627 Days. The Project will repair and reinforce the existing seawall along the Miami River at the Miami-Dade Water and Sewer Department (WASD) Master Pump Station No. 1 to prevent shoreline erosion and enhance long-term structural stability.

The Project includes the installation of new sheet piles to strengthen the seawall, replacement of deteriorated asphalt with new concrete paving adjacent to the seawall, and construction of a new drainage system designed to prevent water accumulation and surface flooding. Collectively, these upgrades will protect critical infrastructure, improve operational reliability and safety, enhance site accessibility, and reduce long-term maintenance costs. WASD has received a Grant from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) that will cover approximately 75% of the Project Costs.

Master Pump Station No. 1 serves more than 800,000 residents and approximately 150 critical facilities, including hospitals and emergency centers. Due to its low-lying location along the Miami River, the station remains highly susceptible to flooding during storm events. Past storms have resulted in flood-related failures that significantly constrained WASD's wastewater conveyance operations, making this Project a critical improvement to protect and strengthen one of Miami-Dade County's most essential wastewater facilities.

Recommendation

It is recommended that the Board approve a competitive award of Contract No. S-979 to Kearns in the amount of \$12,558,430.30, and a total Contract period of 627 days.

Scope

The Contract will be performed at WASD's Master Pump Station No. 1, located at 390 NW North River Drive, in Commission District 5, which is represented by Commissioner Vicki L. Lopez.

Delegation of Authority

Upon Board approval, the County Mayor or County Mayor's designee may exercise all provisions, including the termination provisions, within the Contract. In addition, the County Mayor or County Mayor's designee will manage this Contract pursuant to Section 2-8.2.12 of the Code of Miami-Dade County, Florida (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 of the Contract is \$12,558,430.30, which WASD has determined to be fair and reasonable. The FEMA HGMP will cover approximately 75% of the Project Costs and requires 25% in matching funds from the County. The Project is in WASD's FY 2026-2027 Proposed and Multi-Year Capital Plan under Program #9653421, Central District Wastewater Treatment Plant Projects, Volume #3, Page #123.

There is no impact to the General Fund. The funding sources for the Contract are WASD Revenue Bonds Sold, Future WASD Revenue Bonds, and FEMA Hazard Mitigation Grant Program (HMGP).

- The life expectancy of the Project is 50 years.
- Annual Operations Cost Impact / Funding: \$10,000 per year. The funding source for the operating impact is WASD Operating Revenues.
- Annual Maintenance Cost Impact / Funding: \$10,000 per year. The funding source for the maintenance impact is WASD Operating Revenues.
- The Project does not include the Inspector General (IG) fee or Art in Public Places.

Vendor Selection & Track Record

On March 26, 2026, WASD received and opened two (2) bids in response to the January 29, 2026, advertisement for an open competitive solicitation for the Contract.

Company Name	Base Bid	Total Bid*
Home Express, Corp. d/b/a HE Builders	\$8,710,213.00	\$10,276,744.95
Kearns Construction Company	\$10,917,152.00	\$12,814,724.80

*The total bid amount includes the contingency and dedicated allowance accounts.

The following due diligence was performed, and Kearns was determined to be the lowest responsive and responsible bidder:

- There were no contract measures assigned to the Contract. The Project Worksheet from the Strategic Procurement Department (SPD) is attached to this memo as Exhibit A.
- The Engineer of Record (EOR), Stantec Consulting Services, Inc., reviewed the bid submissions, including pricing, qualifications, and supporting documentation provided by both bidders. On May 19, 2026, the EOR determined that the lowest bidder, HE Builders, did not demonstrate sufficient experience directly related to marine seawall construction projects as required in the contract specifications. Kearns, the second low bidder, provided extensive references and documentation and demonstrated significant experience in marine seawall construction projects where it served as the prime contractor, consistent with the requirements established in the contract specifications.
- Due diligence was conducted by WASD in accordance with SPD's Procurement Guidelines to determine responsibility, including verifying corporate status; performance; and safety record, including OSHA (Occupational Safety and Health Administration) records. The lists that were reviewed included: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings related to Kearns' responsibility. This information is being provided pursuant to Resolution Nos. R-187-12 and R-1181-18.
- According to the Contract history downloaded from the Business Management Workforce System on July 2, 2026, Kearns was awarded one (1) contract in the amount of \$3,352,567.00 from the County in the last five (5) years.
- Kearns has three (3) evaluations in SPD's Capital Improvement Information System, with an average rating of 3.8 out of a possible 4.0 maximum points.

Although Kearns submitted a bid amount of \$12,814,724.80, which is approximately 26% above the EOR's estimate of \$10,178,847.58, the EOR confirmed that the bid submitted by Kearns is reasonable and recommended Kearns be awarded the contract as the lowest responsive and responsible bidder for this Project. See Exhibit B. Kearns' pricing was higher than anticipated due to current economic conditions affecting the construction industry, including material cost increases and labor shortage. In addition, it was determined that the EOR's Cost Estimate for Bid Item 1 (Mobilization) was underestimated relative to current market conditions.

After the EOR's recommendation was received, WASD identified that the User Access Program Fee (UAP Fee), which is not reimbursable under the grant funding, was inadvertently included in the bid documents and, subsequently, Kearns' bid price. Accordingly, the UAP Fee was removed from the Contract, and the award amount was reduced by 2% from \$12,814,724.80 to \$12,558,430.30. Therefore, WASD has determined that Kearns is both responsive and responsible, and it is recommended that Contract No. S-979 be awarded to Kearns for a total compensation amount of \$12,558,430.30, with a total Contract period of 627 days: 540 consecutive calendar days to Substantial Completion, 570 consecutive calendar days to Final Completion, and a 57-day contingency time allowance. The proposed Contract, signed by Kearns, is attached hereto as Exhibit C. There are no protests to this award.

WASD Contract Monitor

WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee implementation of this Contract.

Background

Master Pump Station No. 1 is a critical wastewater pumping facility that delivers wastewater from the collection system to WASD's Central District Wastewater Treatment Plant. The pump station serves a population of over 800,000 people and approximately 150 critical facilities, including hospitals and emergency centers. The pump station and associated service areas are at low elevations, adjacent to Biscayne Bay and the Miami River, and is currently vulnerable to flooding from storm events. Past storm events have caused a series of failures at the station, in part due to flood inundation, which has limited WASD's conveyance services to a significant portion of the County's population.

The County applied for and was awarded a grant from the State of Florida HMGP for hardening upgrades of Pump Station No. 1. The grant's scope of work identified mitigation methods to address risks from flood, wind, and power hazards to the station during storm events. The intent of this Contract is to address the necessary seawall improvements and drainage upgrades.

The existing seawall is experiencing significant deterioration due to underwater erosion, resulting in cracks, gaps, and voids that compromise its structural integrity. Without rehabilitation, the wall is at risk of failure, which would threaten shoreline protection and adjacent infrastructure. In addition, the landside pavement near the odor control building is failing due to ponding water and poor drainage.

The proposed Project addresses these issues by:

- Installing new sheet piles in front of the existing seawall to restore stability and prevent future scouring.
- Replacing failed asphalt with concrete paving and adding drainage structures tied to exfiltration trenches to correct drainage and extend pavement life.

These improvements are necessary to protect critical infrastructure, ensure safe and reliable site operations, and prevent more costly failures in the future.

Contract Manager Name/Phone/Email

Paul Adams / 786-863-9425 / paul.adams@miamidade.gov

Project Manager Name/Phone/Email

Hugh P. Brown / 786-552-4414 / hugh.brown@miamidade.gov

Applicable Ordinances and Measures

Table below depicts the applicable legislative policies.

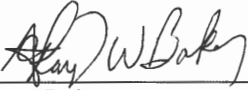
Title	Legislation	Notations
Local Preference	Code Section 2-8.5	Not Applicable
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Not Applicable
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 & Implementing Order 3-41	No Measure
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 & Implementing Order 3-41	No Measure
Sea Level Rise	Ordinance 14-79	Applicable
Sustainable Buildings Program	Implementing Order 8-8	Applicable
Buy American Iron & Steel Procurement Program	Code Section 2-8.2.6.1	Applicable
Office of Inspector General Fee	Code Section 2-1076	Not Applicable
User Access Program	Code Section 2-8.10	Not Applicable

Project Chronology

Event	Projected Date
1. Pre-Bid Meeting date, if applicable	2/10/2026
2. Bid Opening date	3/26/2026
3. Planned Bid Award date	TBD
4. Planned Pre-Construction Meeting date	TBD
5. Planned Notice to Proceed date	TBD
6. Planned Groundbreaking date	TBD
7. Planned Completion date	TBD

SIGNATURE PAGE

Pump Station No. 1 Seawall Improvements,
Contract No. S-979



Ray Baker
OMB DIRECTOR

09/01/2026

DATE

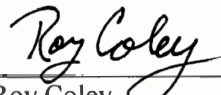
Approved as to legal sufficiency



Assistant County Attorney

8/13/26

DATE



Roy Coley
Deputy Mayor

9/9/26

DATE

Attachments



Strategic Procurement Department

Project Worksheet

Exhibit A

Project/Contract Title: Pump Station #1 Seawall Improvements

Received Date: 10/28/2025

Project/Contract No: S-979 (16120)

Funding Source: Other

Department: Water & Sewer

Estimated Cost of Project/Bid: \$7,556,015.34

Description of Project/Bid: This project involves the repair and reinforcement of the seawall along the river at Master Pump Station No. 1 to prevent shoreline erosion and enhance long-term structural stability. The work includes the installation of new sheet piles to strengthen the existing seawall and halt further degradation caused by tidal action and storm events. On the land side, the project will replace deteriorated asphalt with new concrete paving adjacent to the seawall and incorporate a new drainage system designed to prevent water accumulation and surface flooding. Collectively, these improvements will protect critical infrastructure, enhance operational safety, improve site accessibility, and reduce future maintenance and repair costs.

Contract Measures Recommendation		
Measure	Program	Goal Percent
No Measure	SBE - Goods & Services	
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-G&S). PRA reviewed this project pursuant to Implementing Order 3-41 for an SBE-G or SBE-S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source; these indicate a No Measure is appropriate.		
NAICS 237990 Other Heavy and Civil Engineering Construction, NAICS 236220 Commercial and Institutional Building Construction, NAICS 237120 Oil and Gas Pipeline and Related Structures Construction, NAICS 237130 Power and Communication Line and Related Structures Construction		

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒

Laurie Johnson
Section Chief, Project Review & Analysis Unit

11/5/2025
Date



Contract No. S-979 – Pump Station No.1 Seawall Improvements Bid Evaluation and Recommendation Letter

Page 1 of 3

Exhibit B



901 Ponce de Leon Blvd Suite 900
Coral Gables, FL 33134
(O) 305.445.2900

Bid Evaluation and Recommendation

To: Mr. Paul Adams
Chief, Construction Contracts Division
Miami Dade Water and Sewer Department
(WASD)
3071 SW 38th Ave., Suite 107
Miami, Florida 33146

From: Larissa Faria, P.E.

Date May 19, 2026

Subject: Contract No. S-979- Pump Station No. 1 Seawall Improvements Bid Evaluation and Recommendation

Dear Mr. Adams,

The Bid opening for Contract No. S-979 - Pump Station No. 1 Seawall Improvements took place on March 26th, 2026, at 2:30 pm (EST) via Teams Meeting. Two (2) bids were received with the as-read bid results as presented in **Table 1** below.

Table 1. Contract No. S-979 Bid Tabulation Summary

Bid Price	Engineer's Estimate (OPCC)	HE Builders	Kearns Construction
Base Bid	\$8,625,084.25	\$8,710,213.00	\$10,917,152.00
Total Bid	\$10,178,847.58	\$10,276,744.95	\$12,814,724.80

HE Builders submitted the lowest bid with a base bid price of \$8,710,213.00 and a total bid price of \$10,276,744.95. The Engineer's Opinion of Probable Construction Cost (OPCC) base bid estimate was \$8,625,084.25. HE Builders' base bid price is approximately 1% higher than the Engineer's OPCC.

As part of the bid evaluation process, the qualification requirements outlined in Specification 01 11 00, Sections 1.07(H) and 1.07(I), were reviewed. Based on the information initially submitted, HE Builders and the proposed project personnel did not demonstrate sufficient experience directly related to the project's scope of work.



Contract No. S-979 – Pump Station No.1 Seawall Improvements Bid Evaluation and Recommendation Letter

Page 2 of 3

A responsibility review meeting was held on April 23rd, 2026, to discuss HE Builders qualifications and experience for S-979 Contract. Subsequent to the meeting, HE Builders hired Jeff Earles, CEO and owner of Foundation Masters (originally proposed as their subcontractor), as a project manager in order to address the qualification requirements for contract S-979. Based on the additional information submitted after the responsibility review meeting, HE Builders does not demonstrate sufficient experience directly related to marine seawall construction projects as required in the contract specifications.

Stantec also evaluated the qualifications and bid submission of the second bidder, Kearns Construction. Kearns Construction submitted a base bid price of \$10,917,152 and a total bid price of \$12,814,724.80. The Engineer's OPCC base bid estimate was \$8,625,084.25. Kearns Construction's base bid price is approximately 26% higher than the Engineer's OPCC. Kearns Construction provided extensive references and documentation demonstrating significant experience in marine seawall construction projects where they served as the prime contractor, consistent with the requirements established in the contract specifications.

Kearns' pricing was higher than anticipated due to current economic conditions affecting the construction industry, including material cost increases and labor shortage. In addition, it was determined that the Engineer's Cost Estimate for Bid Item 1 (Mobilization) was underestimated relative to current market conditions. During the bidding phase, Kearns also proposed several value-engineering and cost-effective alternatives for the seawall repairs. However, in fairness to all bidders, Stantec requested that all contractors submit pricing based solely on the approved design documents, with the understanding that alternative solutions could be discussed further if they were selected as the successful bidder.

Stantec reviewed the bid submissions, including pricing, qualifications, and supporting documentation provided by both bidders. Based on this evaluation, Kearns Construction has demonstrated that it meets the minimum qualification requirements and possesses the relevant experience necessary to successfully complete Contract S-979. Therefore, Stantec recommends Kearns Construction as the preferred contractor for this project.

It is Stantec's professional opinion that the recommended contractor has demonstrated the qualifications, technical expertise, and relevant project experience required by the solicitation documents. This opinion is based solely on the information made available to Stantec during the bid evaluation process and is intended to support WASD's consideration of the contractor's responsiveness and responsibility relative to the stated qualification criteria.



Contract No. S-979 – Pump Station No.1 Seawall Improvements Bid Evaluation and Recommendation Letter

Page 3 of 3

Should you have any questions, please reach out to me at 305-445-2900.

Regards,

Larissa Faria, P.E., ENV SP
Project Manager
Stantec Consulting Services, Inc.
larissa.faria@stantec.com
305-445-2900

CONTRACT

Exhibit C

THIS CONTRACT, made and entered into on the ____ day of _____, 20__, 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 Kearns Construction Company, party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

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

PUMP STATION NO. 1 SEAWALL IMPROVEMENTS, CONTRACT NO. S-979

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Twelve Million Five Hundred and Fifty Eight Thousand Four Hundred and Thirty Dollars and Thirty Cents (U.S. Dollars) \$12,558,430.30.**

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 Contract 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 security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Advertisement for Bids, Questionnaire, Instruction to Bidders, Proposal, Certified Resolution for Proposal and Bid Form, Bid Bond, all forms submitted pre and post award, including, without limitation, Miami-Dade County Vendor Affidavits Form, Sworn Statement – Public Entity Crimes, Clearinghouse Affidavit, Job Order Request form, and the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), this Contract, Certified Resolution for Contract and Performance and Payment Bond, Performance and Payment Bond, Standard Construction General Contract Conditions, revised August 1, 2023, the Technical Specifications, Plans and Drawings designated in the specifications, all Technical Appendices, all Addenda, Water & Sewer Department Special Provisions, Change Orders to the Contract, Notice to Proceed, Referenced Codes and Standards,

CONTRACT

Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The Standard Construction General Contract 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 Standard Construction General Contract Conditions, Article 12 G (Miscellaneous Provisions – Audit Rights)

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 Contract Conditions Article on Termination for Convenience.

9. "Contract Execution Date" means the date of the last signature on this contract.

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CONTRACT

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)

Date

Approved as to Form and Legal Sufficiency

Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST

Cristina Hernandez
(Secretary)

Cristina Hernandez
(Print or type name)

Kearns Construction Company
(Name of Corporation)

By: *John Kearns*
(Signature of Officer)

John Kearns
(Print or type name)

CFO
(Official Title)

2550 S. Bayshore Drive, Suite 206B

Miami, FL 33133
(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 on its behalf.

CERTIFIED RESOLUTION

I, Cristina Hernandez, the duly elected Secretary of
(Name)

Kearns Construction Corporation, a Corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HEREBY RESOLVED that John Kearns, the duly
(Name)
elected CFO of Kearns Construction Corporation
(Title of Officer)

be and is hereby authorized to execute and submit a Contract and Surety Performance and Payment Bond to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

PUMP STATION NO. 1 SEAWALL IMPROVEMENTS, CONTRACT NO. S-979

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract, Surety Performance and Payment Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 16 day
of June, 2026.
(Month) (Year)

By:

Cristina Hernandez
(Secretary)

Cristina Hernandez
(Print or type name)

Kearns Construction Corporation
(Corporate Title)

(SEAL)

NOTE: The above is a suggested form of the type of Corporation Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show that the person signing the Contract and the Performance and Payment Bond for the Corporation has been properly empowered by the Corporation to do so in its behalf.



MEMORANDUM (Revised)

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

DATE: November 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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.

RESOLUTION NO. _____

RESOLUTION AWARDDING CONTRACT NO. S-979, PUMP STATION NO. 1 SEAWALL IMPROVEMENTS, TO KEARNS CONSTRUCTION COMPANY IN THE AMOUNT OF \$12,558,430.30 AND A TOTAL CONTRACT PERIOD OF 627 CALENDAR DAYS; AUTHORIZING 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, FLORIDA, TO MANAGE THE CONTRACT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose 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 awards Contract No. S-979, Pump Station No. 1 Seawall Improvements, in substantially the form attached to the accompanying memorandum as Exhibit C, to Kearns Construction Company for a total contract amount of \$12,558,430.30 and a total contract period of 627 calendar days. The Board also authorizes the County Mayor or County Mayor's designee to: (1) use 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, Florida, to manage the Contract, and (2) execute the Contract for and on behalf of the County and exercise the termination and other provisions contained within the Contract.

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	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of November, 2026. 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