

Memorandum



Date: May 17, 2022

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

Agenda Item No 3(B)(4)

From: Honorable Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-480-22

Subject: Resolution Ratifying Change Order Number One to Design-Build Contract with Garney Companies, Inc. Related to Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance pursuant to Section 2-8.2.12 of the Miami-Dade County Code

Executive Summary

The attached resolution seeks ratification of Change Order Number One to a Design-Build Contract with Garney Companies, Inc. d/b/a Garney Construction (Garney) to furnish and install a 48-inch diameter water transmission main for “Area ‘N’ Project.” Change Order Number One grants a 273-day non-compensatory time extension consistent with the Settlement Agreement between Miami-Dade County (County), Garney, and David Mancini & Sons, Inc. (DMSI), one of Garney’s subcontractors. The Settlement Agreement is being presented to the Board of County Commissioners for approval concurrently with the Change Order.

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the action of the County Mayor or County Mayor’s designee as authorized under Section 2-8.2.12 of the Miami-Dade County Code related to Miami-Dade Water and Sewer Department’s (WASD) Capital Improvement Programs Acceleration Ordinance (WASD’s Acceleration Ordinance) for the funded project identified below and on Exhibit A, as attached.

Capital Improvement Project

Item 1 - Change Order Number One to Contract No. 16GCI001; Project No. DB14-WASD-03, between the County and Garney is for a 273-day non-compensable time extension, which is related to the “Settlement Agreement and Mutual Release between Garney Companies, Inc., David Mancini & Sons, Inc., and Miami-Dade County.”

Scope

As shown on Exhibit A, which provides basic information about Change Order Number One, the project is located in various commission districts. This Change Order is approved pursuant to WASD’s Acceleration Ordinance and has countywide impact.

Delegation of Authority

Pursuant to Section 2-8.2.12 of the Miami-Dade County Code, the County Mayor or County Mayor’s designee has been authorized to negotiate and settle claims, waive liquidated damages, and execute change orders that do not exceed ten percent (10%) of the base contract amount. This item does not seek any additional delegation of authority but rather seeks ratification of a change order that has already been approved by the County Mayor’s designee as part of the resolution of several claims by Garney and a related lawsuit.

Fiscal Impact/Funding Source

Change Order Number One to Contract No. 16GCI001; Project No. DB14-WASD-03, provides for a non-compensable time extension of 273 days.

Track Record/Monitor

WASD’s Deputy Director of Capital Improvements Marisela Aranguiz, P.E. will oversee the implementation of Change Order Number One to Contract DB14-WASD-03.

Background

On February 17, 2017, the Board approved, via Resolution R-141-17, a design-build contract with Garney for the design and construction of a 48-inch water transmission main, with all connections, fittings, and appurtenances, running from approximately S.W. 117 Avenue and S.W. 152 Street to Snapper Creek Canal (the Area ‘N’ Project). The total award was \$37,206,382.00 with a Contract duration of 900 days for substantial completion and 960 days for final completion and with a Contingency Time Allowance of 96 days.

Time Justification for 273 Non-Compensable Days

The Notice to Proceed was issued on April 18, 2017. During construction, WASD approved 70 non-compensable days through the Contract’s contingency time allowance account, which extended the Contract’s final completion date to February 12, 2020.

As the project progressed, Garney submitted various claims related to its completion of the project. Garney sought compensation and additional time for claims related to: (1) delays it alleged were caused by the County’s enforcement of Specification 15005 for Cleaning and Grouting of Prestressed Concrete Cylinder Pipe; (2) delays it alleged were caused by the County’s desire to use butterfly valves instead of gate valves; (3) delays it alleged were caused by permit requirements imposed by the County’s Department of Transportation and Public Works; and (4) delays it alleged resulted from the installation of a 60-inch tie-in at the Snapper Creek Canal (collectively, the “Claims”). Garney and WASD were unable to resolve the Claims through informal negotiations. Pursuant to the Contract’s Dispute Resolution Clause, the County’s Designee for the dispute resolution process issued a decision that denied each of Garney’s Claims.

After the County’s designee issued his denial of Garney’s Claims, Garney and DMSI filed a complaint against the County: Garney for the use and benefit of itself and for DMSI. v. Miami-Dade County, Florida, Case No. 2021-009285-CA-01, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the Case). The Parties participated in mediation to try to resolve the matter and reached an agreement through which: (1) Garney and DMSI would dismiss their lawsuit and release all claims, and (2) the County would, among other things, grant Garney a non-compensable time extension of 273 days - comprised of 272 days for which \$951,000.00 had been withheld and one day for which no monies had been retained.

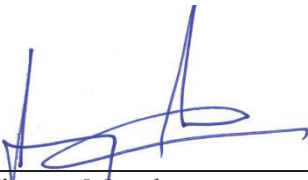
Small Business Enterprise Measures

The Small Business Enterprise – Construction (SBE-Construction) participation goal of 7.20 percent, Architecture and Engineering (SBE-A/E) participation goal of 21.00 percent, Goods &

Services (SBE-G/S) participation goal of 0.18 percent, and Responsible Wages and Benefits requirements were established as part of the original Contract.

On March 8, 2022, prior to issuance of Change Order Number One to Contract No. 16GCI001, the Internal Services Department’s Small Business Development (SBD) Division reviewed the Contract for compliance and determined that Garney is in compliance with the SBD requirements. See the SBD memorandum, attached hereto as Exhibit B.

Attached hereto as Exhibit C is Change Order Number One identified in this memorandum, which has been executed by the County Mayor or County Mayor’s designee in accordance with WASD’s Acceleration Ordinance. A copy of the original construction contract is available upon request from the Department’s Intergovernmental Affairs Division.



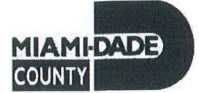
Jimmy Morales
Chief Operations Officer

Exhibit A

Ratification of Amendments/Change Orders Authorized by the WASD Accelerate Ordinance

Item Number	Dept. Name	Type of Solicitation	Contract No.	Project Name	Firm Awarded	Commis- sion District	Change Order Amount	Original Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date	Contract Measures				Brief Project Description
		Contract Type	Project No.				Change Order Time	Adjusted Contract Amount				SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	
1	WASD	County Bid Process; Design-Build Services	Contract No. 16GCI001; Project No. DB14-WASD-03	Design-Build Services to furnish and install a 48-inch Diameter Water Transmission Main for "Area 'N' Project"	Garney Companies, Inc. d/b/a Garney Construction	Various Commis- sion Districts: 7, 9, 10	\$0; 273-day non-compensable time extension	Original Contract Amount \$37,206,382; N/A	N/A	N/A	Notice to Proceed Start Date: 04/18/2017 Final Completion Date: 02/12/2020	0.18%	21.00%	7.20%	N/A	This project is to furnish and install a 48-inch diameter water transmission main for "Area 'N' Project". *** This Change Order provides a 273-day non-compensable time extension which is related to a Settlement Agreement and Mutual Release between Garney Companies, Inc., David Mancini Sons, Inc. and Miami-Dade County.

Memorandum



Date: March 8, 2022

To: Roy Coley, Director
Miami-Dade Water and Sewer Department

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

Subject: DB14-WASD-03, Design-Build Furnish and Install 48-Inch Diameter Water Transmission Main for Area N - Change Order No. 1

Change Order No. 1 to Project No. DB14-WASD-03: Design-Build Furnish and Install 48-Inch Diameter Water Transmission Main for Area N was reviewed for application of Small Business Enterprise (SBE) measures. The Change Order is for a time extension only as such the measures remain the same on the contract. The contract was awarded with a 7.20% Small Business Enterprise – Construction (SBE-Con), 21.0% Small Business Enterprise – Architectural and Engineering (SBE-A&E), 0.18% Small Business Enterprise – Goods & Services (SBE-Goods and Services) goal, and Responsible Wages and Benefits requirements. 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. Resolution R-525-17 exempted change orders or amendments for non-compensatory time extensions from this requirement. Change Order No. 1 is for a time extension only, as such R-1001-15 does not apply.

The final value for the construction portion of the contract is \$31,543,898. As such, the 7.20% SBE-Con goal is equal to \$2,271,160. The SBE-Con subcontractors have performed and been paid \$2,902,808 in compliance with the goal. The 0.18% SBE-Goods and Services goal is equal to \$56,779. The SBE-SBE-Goods & Services subcontractor has performed and been paid \$239,717 in compliance with the goal.

The final value for the design portion of the contract is \$2,359,500. As such, the 21% SBE-A/E goal is equal to \$495,495. The SBE-A&E sub-consultants have performed and been paid \$640,612.86 in compliance with the SBE-A&E goal. Garney and subcontractors are in compliance with the Responsible Wages and Benefits requirements. Please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153 if additional information is needed.

c: Marisela Aranguiz, Deputy Director, WASD
Patty Palomo, Chief, Intergovernmental Affairs and A/E Contracts Division, WASD
Margaret Moss, Chief, Small Business Initiatives, WASD
Edith Brown, Chief, Contract Compliance Division, WASD
Alexis Valdes, Project Manager, WASD
Alice Hidalgo-Gato, SBD Section Chief, ISD
Rossi Siewnarine, SBD Section Chief, ISD

CHANGE ORDER NUMBER ONE
BETWEEN
MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT
AND
GARNEY COMPANIES, INC.
CONTRACT NO. 16GCI001

PROJECT TITLE: Design-Build Services for the Installation of a 48-inch Diameter Water Transmission Main for "Area 'N'; Contract No. 16GCI001; Project No. DB14-WASD-03

TO CONTRACTOR: Garney Companies, Inc.
2021 Tyler Street, Suite 104
Hollywood, Florida 33020

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.

BACKGROUND/DESCRIPTION OF WORK:

On February 17, 2017, the Board of County Commissioners approved via Resolution R-141-17 a design-build contract with Garney Companies, Inc. d/b/a Garney Construction ("Garney") for the design and construction of a 48-inch water transmission main, with all connections, fittings, and appurtenances, running from approximately S.W. 117 Avenue and S.W. 152 Street to Snapper Creek Canal (the "Area 'N' Project"). The total amount of award was \$37,206,382.00 with a Contract duration of 900 days for substantial completion and 960 days for final completion and with a Contingency Time Allowance of 96 days.

TIME JUSTIFICATION:

The Notice to Proceed was issued on April 18, 2017. During construction, the Miami-Dade Water and Sewer Department ("WASD") approved 70 non-compensable days through the Contract's contingency time allowance account, which extended the Contract's final completion date to February 12, 2020.

As the project progressed, Garney submitted various claims related to its completion of the project. Garney sought compensation and additional time for claims related to: (1) delays it alleged were caused by the County's enforcement of Specification 15005 for Cleaning and Grouting of Prestressed Concrete Cylinder Pipe; (2) delays it alleged were caused by the County's desire to use butterfly valves instead of gate valves; (3) delays it alleged were caused by permit requirements imposed by the County's Department of Transportation and Public Works; and (4) delays it alleged resulted from the installation of a 60-inch tie-in at the Snapper Creek Canal (collectively, the "Claims"). Garney and WASD were unable to resolve the Claims through informal negotiations. Pursuant to the Contract's Dispute Resolution Clause, the County's Designee for the dispute resolution process issued a decision that denied each of Garney's Claims.

After the County's designee issued his denial of Garney's Claims, Garney and David Mancini & Sons, Inc. ("DMSI"), one of Garney's subcontractors, filed a complaint against the County (Garney Companies, Inc. for the use and benefit of itself and for David Mancini & Sons, Inc. v. Miami-Dade

County, Florida, Case No. 2021-009285-CA-01, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida) (the "Case"). The parties participated in mediation to try to resolve the matter and reached an agreement through which: (1) Garney and DMSI would dismiss their lawsuit and release all claims, and (2) the County would, among other things, grant Garney a non-compensable time extension of 273 days—comprised of 272 days for which \$951,000.00 had been withheld and one day for which no monies had been retained.

ORIGINAL CONTRACT AMOUNT:	\$37,206,382.00
TIME: ORIGINAL CONTRACT:	960
INCLUDING CONTINGENCY TIME:	96
CONTINGENCY TIME APPROVED:	70
ADJUSTED DURATION INCLUDING THIS CHANGE:	273
TOTAL CONTRACT TIME AMOUNT:	1303

This Change Order includes, not only all direct and indirect costs of Garney, 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 related to this time extension.

With the exception of any terms to the contrary in the Settlement Agreement and Mutual Release, which resolves the Case but must still be approved by the County's Board of County Commissioners, Garney 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 from the date of the contract award to and including execution of this Change Order.

Pursuant to Section 2-8.2.12(7) of the Code of Miami-Dade County, the County Mayor or the County Mayor's Designee's execution of this Change Order is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's Designee's action is not ratified, and such legislative action becomes final, this Change Order shall be deemed revoked and terminated without further notice, and Garney shall reimburse the County for any monies that were originally retained but paid out prior to ratification.

(Signatures on the next page)

CERTIFYING STATEMENT: Garney 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.

Accepted By:

Organization

Name

Title

Date

**GARNEY
COMPANIES, INC.**

[Signature]

Contractor

3/22/22

Bond No. 58736553 - Western
674026235 - Liberty

Surety

Western Surety Company

Surety

Liberty Mutual Insurance Company

By: *[Signature]*

By: *[Signature]*

Title

[Signature]
Julia Ortega, Attorney-in-Fact 3/18/2022

Name

[Signature]
Julia Ortega, Attorney-in-Fact 3/18/2022

Date

Approved By: **County Attorney**
(for legal sufficiency)

[Signature]

3/24/22

Approved By: **County Mayor**

[Signature]

3-28-22

Attested By: **Clerk of the Board**

[Signature]

3/28/2022



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, K Zerounian, Susan Hecker, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, Brittany Kavan, Thuyduong Le, Misty R Hemje, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 15th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NOTARY ACKNOWLEDGMENT

State of North Carolina }

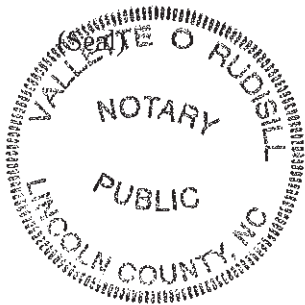
County of Wake }

I, Vallette O. Rudisill, Notary Public, hereby certify that Julia Ortega, personally appeared before me this day and acknowledged the due execution of the foregoing instrument or conveyance. Witness my hand and official seal this 18th day of March, in the year 2022.


Notary Public

Print Vallette O. Rudisill

My commission expires: 9/24/2025



NOTARY ACKNOWLEDGMENT

State of North Carolina }

County of Wake }

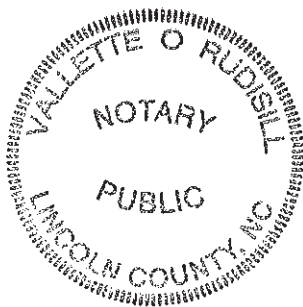
I, Vallette O. Rudisill, Notary Public, hereby certify that Julia Ortega, personally appeared before me this day and acknowledged the due execution of the foregoing instrument or conveyance. Witness my hand and official seal this 18th day of March, in the year 2022.


Notary Public

Print Vallette O. Rudisill

My commission expires: 9/24/2025

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206424-024125**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brittany Kavan; Gillian Bhaskaran; Janet C. Rojo; Julia Ortega; K. Zerounian; Kevin Re; M. Moody; Maurcen O'Connell; Misty R. Hemje; R. A Bass; Robert P. Wrixon; Susan Hecker; Susan M. Exline; Thuyduong Le; Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



MEMORANDUM

(Revised)

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

DATE: May 17, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(4)

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. 3(B)(4)
5-17-22

RESOLUTION NO. R-480-22

RESOLUTION RATIFYING ACTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA SPECIFICALLY APPROVING CHANGE ORDER NO. ONE BETWEEN MIAMI-DADE COUNTY AND GARNEY COMPANIES, INC. FOR A 273-DAY NON-COMPENSABLE TIME EXTENSION FOR THE INSTALLATION OF 48-INCH DIAMETER TRANSMISSION MAIN FOR "AREA 'N' PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN

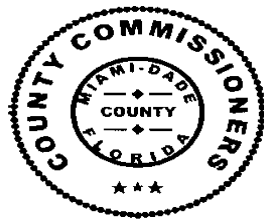
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, specifically, to approve the Change Order No. 1 between Miami-Dade County and Garney Companies, Inc. for a 273-day non-compensable time extension for the installation of a 48-inch diameter water transmission main for "Area 'N' Project;" and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in such Change Order, as set forth in the accompanying memorandum and attachments thereto. The solicitation documents and contract are kept on file with and are available upon request from the Intergovernmental Affairs Division of the Miami-Dade Water and Sewer Department.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	absent	Danielle Cohen Higgins	absent
Eileen Higgins	aye	Joe A. Martinez	absent
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of May, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis