

Memorandum



Date: June 14, 2022

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

From: Daniella Levine Cava
Mayor

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

Agenda Item No. 3(B)(2)

Resolution No. R-566-22

Subject: Resolution Ratifying Amendment Number 4 to Contract DB13-WASD-03 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 Amendment Number Four to a Design-Build Contract with Ric-Man Construction of Florida, Inc. for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A) – Project No. DB13-WASD-03; Contract No. 14RMCF001 (the “Contract”). Amendment Number Four is for a 1,142 calendar day non-compensable time extension to the Contract. As a result of this non-compensable time extension, all monies retained by WASD on this Contract, including monies for time delays and liquidated damages, will be released.

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 Capital Improvement Programs Acceleration Ordinance (WASD’s Acceleration Ordinance) for the funded project identified below and on Exhibit A, as attached.

Multi-Year Capital Plan Project

Item 1 – Amendment Number Four to the Design-Build Contract with Ric-Man Construction of Florida, Inc. for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A) – Project No. DB13-WASD-03; Contract No. 14RMCF001. This item requests ratification of Amendment Number Four, which approves a 1,142 calendar day non-compensable time extension to the Contract.

Scope

As shown on Exhibit A, which provides basic information about Amendment Number Four, the project is located within District 5, which is represented by Commissioner Eileen Higgins. Amendment Number Four is approved pursuant to WASD’s Acceleration Ordinance and has countywide impact.

Delegation of Authority

The Contract was awarded pursuant to Section 2-8.2.12 of the Miami-Dade County Code related to WASD’s Consent Decree and Capital Improvement Programs 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 subject to ratification by the Board. Upon approval of Amendment Number Four, the Contract will be closed because the project has been completed; therefore, no additional authority is being delegated through this item.

Fiscal Impact/Funding Source

There is no fiscal impact to the County through approval of Amendment Number Four because it is merely extending the Contract’s completion date, and no additional monies are being added to the Contract.

Track Record/Monitor

WASD’s Deputy Director of Capital Improvements, Marisela Aranguiz, P.E., will oversee the implementation of Amendment Number Four to Contract DB13-WASD-03.

Due Diligence/Safety Information

Due diligence was conducted by WASD and the Internal Services Department (ISD) in accordance with ISD’s Procurement Guidelines to determine responsibility, including verifying corporate status; performance; safety record, including Occupational Safety and Health Administration (OSHA) records; and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federally excluded parties. There were no adverse findings related to the Contractor’s responsibility. This information is being provided pursuant to Resolution No. R-187-12.

Background

On September 3, 2014, the Board approved Ordinance No. 14-77, which authorized 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 WASD’s: 1) Consent Decree projects, and 2) projects identified in WASD’s Multi-Year Capital Plan’s Capital Improvements Program, subject to ratification by the Board.

On February 18, 2015, the Board of County Commissioners (the “Board”) approved, via Resolution No. R-172-15, the Contract with Ric-Man Construction of Florida, Inc. (“RMCF”) for design-build services for the replacement of water mains and service conversions in the Shenandoah Area (Phase A). The total award was \$11,326,347.00 with a Contract duration of 910 calendar days.

On February 22, 2017, the Board approved Amendment Number One, via Resolution No. R-187-17, which: (1) added additional work to the scope of services in the Contract, including the replacement of gravity sewer mains and laterals; (2) increased the total compensation from \$11,326,347.00 to \$16,526,347.00; and (3) increased the Contract duration by 427 calendar days, thereby extending the Substantial Completion date to December 5, 2017 and the Final Completion date to December 31, 2017.

On February 6, 2018, the Board, via Resolution No. R-86-18, ratified the action of the County Mayor or County Mayor’s designee, as authorized under Section 2-8.2.12 of the Code of Miami-Dade, approving Amendment Number Two for a 42-calendar day non-compensable time extension, which extended the Contract Final Completion date from December 31, 2017 to February 11, 2018.

On February 6, 2018, the Board approved Amendment Number Three, via Resolution No. R-127-18, which allowed RMCF to perform and complete roadway improvements requested by the City of Miami under a Joint Participation Agreement. Amendment Number Three increased the total compensation for the Contract from \$16,526,347.00 to \$17,975,132.00 and extended the Final Completion date by one hundred (100) calendar days, which moved it from February 11, 2018 to May 22, 2018.

Due to delays that arose after the Board’s approval of Amendment Number Three, eighty-three (83) contingency days were used, which extended the Substantial Completion date to July 18, 2018 and the Final Completion date to August 13, 2018.

In order for RMCF to obtain Final Completion in accordance with the Contract terms and conditions, RMCF needed to provide signed and sealed as-builts drawings. However, due to a dispute that arose between RMCF’s subconsultant, EAC Consulting, Inc. (design engineer) (“EAC”), and EAC’s subconsultant, F.R. Aleman (surveyor), the as-builts drawings were not completed.

On February 13, 2019, RMCF submitted what it considered the signed and sealed as-built drawings. On February 25, 2019, WASD requested that RMCF address comments to the as-builts before final approval. Because of the on-going legal dispute between RMCF, EAC, and F.R. Aleman, the as-builts were not revised as requested by WASD while RMCF, EAC and F.R. Aleman tried to resolve their dispute. On July 19, 2019, RMCF was advised that all payments would be withheld until receipt of revised as-built drawings.

After waiting months for RMCF, EAC and F.R. Aleman to arbitrate their dispute, the County finally accepted the signed and sealed as-built drawings on September 28, 2021. Eventually, a new surveyor replaced F.R. Aleman on the project in order to address final comments from the County on the as-builts.

Because the final as-builts have been received and are satisfactory to the County, and because the delays to this project arose primarily from the dispute between RMCF, EAC and F.R. Aleman—a dispute which the County did not get involved with as it had no privity with EAC and F.R. Aleman—the County has agreed to award RMCF a non-compensable time extension of 1,142 days to cover the gap between the projected Final Completion date of August 13, 2018, which was based on the timing set forth in Amendment Number Three, and the actual Final Completion date of September 28, 2021, which is the date by which RMCF delivered the information needed to approve the final as-builts. As a result of this non-compensable time extension, all monies retained by WASD on this Contract, including monies for time delays and liquidated damages, will be released. Amendment Number Four approves the 1,142-day non-compensable time extension.

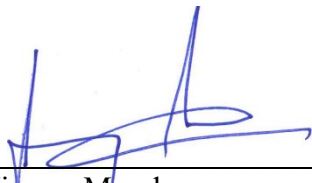
Small Business Enterprise Measures

The Small Business Enterprise – Construction (SBE-Construction) participation goal of 17.11 percent, Architecture and Engineering (SBE-A/E) participation goal of 26.00 percent, Good & Services (SBE-G/S) participation goal of 2.00 percent, and Community Workforce Program (CWP) goal of 12.4 percent were established as part of the original Contract.

On March 28, 2022, prior to issuance of Amendment Number Four, the Internal Services Department's Small Business Development (SBD) Division reviewed the Contract for compliance and determined that RMCF is in compliance with the SBD requirements. See the SBD memorandum attached hereto as Exhibit B.

Attached hereto as Exhibit C is Amendment Number Four, 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 and amendments are available upon request from the Department's Intergovernmental Affairs Division.

Attachments



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	Commission District	Change Order Amount	Original Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date	Contract Measures				Brief Project Description
		Change Order Time	Adjusted Contract Amount				SBE Goods & Services	SBE A/E				SBE Construction	CWP Program	Change Order Description		
1	WASD	County Bid Process Design-Build Services	Contract No. 14RMCF001; Project No. DB13-WASD-03	Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A)	Ric-Man Construction of Florida, Inc.	District 5 Eileen Higgins	(\$0.00); 1,142 Calendar Day Non-compensable Time Extension	Original Contract Amount \$11,326,347; Adjusted Contract Amount \$17,975,132	N/A	N/A	Notice to Proceed Start Date: 02/18/2015 Completion Date: 09/28/2021	2.00%	26.00%	17.11%	12.40%	This project provides for the design-build services for replacement of water mains and service conversions in the Shenandoah Area (Phase A). Amendments to the Contract have added roadway work for the City of Miami and sewer conversions in the neighborhood. Amendment No. Four provides for 1,142 calendar day non-compensable time extension to the Contract.

Exhibit B

Memorandum



Date: March 28, 2022

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

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

Subject: DB13-WASD-03, Design-Build for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A) - Change Order No. 4

Change Order No. 4 to Project No. DB13-WASD-03; Design-Build for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A) 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 project was reviewed for compliance with the 26% Small Business Enterprise - Architectural and Engineering (SBE-A/E) and the 20% Small Business Enterprise-Construction Services (SBE-Construction) goal applicable to the original contract, the 17.11% SBE-Construction and 2% Small Business Enterprise-Goods and Services (SBE-G/S) goals applicable to Amendment Number 1, the Responsible Wages and Benefits requirements and the 12.4% Community Workforce Program (CWP) goal. 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. 4 is for a time extension only, as such R-1001-15 does not apply.

The design portion of the contract is valued at \$1,304,380, requiring \$339,139 for compliance with the 26% SBE-A/E goal. The SBE-A/E subconsultants have been paid \$481,533 in compliance with the SBE-A/E goal.

Based on the total awarded amount for the construction portion of the contracts inclusive of change orders the SBE-Construction participation required is \$2,894,113. The prime, Ric-Man Construction Florida, Inc. (Ric-Man) submitted a plan to make-up \$435,814 in SBE-Construction participation that resulted from a deficit on Contract No. DB14-WASD-01. As such the total SBE-Construction participation required was \$3,329,928. The SBE-Con subcontractors were paid \$3,619,541 in compliance with the SBE-Con goal and make-up. The SBE-G/S goal applicable to Amendment No 1 of the construction portion of the contract is equal to \$104,000. The SBE-G/S subcontractor was paid \$104,023 in compliance with the SBE-G/S goal.

Ric-Man and subcontractors are in compliance with the Responsible Wages and Benefits requirements and the 12% Community Workforce Program goal. At project completion it was determined that there were ninety-five (95) positions that lasted 30 days or more, requiring eleven (11) CWP employees for compliance with the 12% goal. Eleven (11) employees including four (4) employees recruited from CareerSource South Florida's Job Clearinghouse were confirmed to reside in the project designated target area and worked sufficient days for CWP goal compliance.

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
Miguel Pichardo, Project Manager, WASD
Alice Hidalgo-Gato, SBD Section Chief, ISD
Rossi Siewnarine, SBD Section Chief, ISD

Exhibit C

AMENDMENT NUMBER FOUR
BETWEEN
MIAMI-DADE COUNTY
AND
RIC-MAN CONSTRUCTION OF FLORIDA, INC.
CONTRACT NUMBER 14RMCF001

PROJECT TITLE: Design-Build Contract (the "Contract") for the replacement of water mains and service conversions in the Shenandoah Area (Phase A) Project No. DB13-WASD-03

TO CONTRACTOR: Ric-Man Construction of Florida, Inc.
3100 SW 15 Street
Deerfield Beach, FL 33442

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 18, 2015, the Board of County Commissioners (the "Board") approved, via Resolution No. R-172-15, a design-build contract (the "Contract") with Ric-Man Construction Florida, Inc. ("RMCF") for design-build services for the replacement of water mains and service conversions in the Shenandoah Area (Phase A). The total amount of award was \$11,326,347.00 with a contract duration of 910 calendar days.

On February 22, 2017, the Board approved Amendment Number One, via Resolution No. R-187-17, which: (1) added additional work to the scope of services in the Contract, including the replacement of gravity sewer mains and laterals; (2) increased the total compensation from \$11,326,347.00 to \$16,526,347.00; and (3) increased the Contract duration by 427 calendar days, thereby extending the Substantial Completion date to December 5, 2017 and the Final Completion date to December 31, 2017.

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dispute that arose between RMCF's subconsultant, EAC Consulting, Inc. (design engineer) ("EAC"), and EAC's subconsultant, F.R. Aleman (surveyor), the as-builts drawings were not completed.

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After waiting months for RMCF, EAC and F.R. Aleman to arbitrate their dispute, the County finally accepted the signed and sealed as-built drawings on September 28, 2021. WASD's comments on the drawings were ultimately addressed by a new surveyor for RMCF—Compass Point Surveyors, who was hired to replace F.R. Aleman.

Because the final as-builts have been received and are satisfactory to the County, and because the delays to this project arose primarily from the dispute and arbitration between RMCF, EAC and F.R. Aleman—a dispute which the County did not get involved with as it had no privity with EAC and F.R. Aleman—the County has agreed to award RMCF a non-compensable time extension of 1,142 days to cover the gap between the projected Final Completion date of August 13, 2018, which was based on the timing set forth in Amendment Number Three, and the actual Final Completion date of September 28, 2021, which is the date by which RMCF delivered the information needed to approve the final as-builts. As a result of this non-compensable time extension, all monies retained by WASD on this Contract, including monies for time delays and liquidated damages, will be released.

TIME JUSTIFICATION:

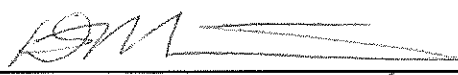
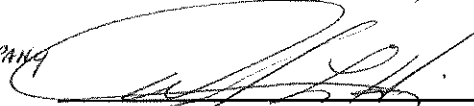
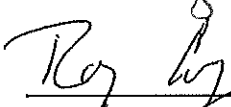
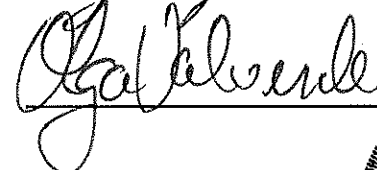
ORIGINAL CONTRACT AMOUNT:	\$11,326,347.00
TIME: ORIGINAL CONTRACT:	910
ORIGINAL CONTINGENCY CONTRACT TIME:	91
AMENDMENT NUMBER ONE INCREASED CONTRACT AMOUNT	\$ 5,200,000.00
AMENDMENT NUMBER ONE TIME EXTENSION:	427
AMENDMENT NUMBER ONE TIME USED:	88
AMENDMENT NUMBER TWO TIME EXTENSION:	42
AMENDMENT NUMBER THREE INCREASE CONTRACT AMOUNT:	\$ 1,448,784.00
AMENDMENT NUMBER THREE TIME EXTENSION:	100
CONTINGENCY TIME USED:	83
AMENDMENT NUMBER FOUR TIME EXTENSION:	1,142
TOTAL CONTRACT AMOUNT:	\$17,975,131.00
TOTAL CONTRACT TIME AMOUNT:	2,365

Ric-Man 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 by all signatures below of this Amendment Number Four.

(signatures on the next page)

CERTIFYING STATEMENT: Ric-Man Construction of Florida, Inc. 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:

<u>Organization</u>	<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>RIC-MAN CONSTRUCTION OF FLORIDA, INC.</u>	 DANIEL MANCINI, PRES.	<u>Contractor</u>	<u>4-21-22</u>
<u>WESTERN SURETY COMPANY</u>	 Wendy L. Hingson Attorney-In-Fact	<u>Surety</u>	<u>4-21-22</u>
	<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By: <u>County Attorney</u> (for legal sufficiency)	 Sandra Elvira Davis		<u>4/28/22</u>
Approved By: <u>County Mayor</u>	 Roy Ly		<u>5-4-22</u>
Attested By: <u>Clerk of the Board</u>	 Gabi Belenke		<u>5/5/22</u>



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

Robert Trobec, Wendy L Hingson, Individually

of Fort Myers, FL, 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 29th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 29th day of June, 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, 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 21st day of April, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblgee Services > Validate Bond Coverage, If you want to verify bond authenticity.

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.



MEMORANDUM

(Revised)

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

DATE: June 14, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(2)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(2)
6-14-22

RESOLUTION NO. _____ R-566-22

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 THE APPROVAL OF AMENDMENT NUMBER FOUR TO THE DESIGN-BUILD CONTRACT WITH RIC-MAN CONSTRUCTION OF FLORIDA, INC. FOR REPLACEMENT OF WATER MAINS AND SERVICE CONVERSIONS IN THE SHENANDOAH AREA (PHASE A), PROJECT NO. DB13-WASD-03; CONTRACT NO. 14RMCF001, WHICH GRANTS A 1,142 CALENDAR DAY NON-COMPENSABLE TIME EXTENSION; 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, as authorized by section 2-8.2.12 of the Miami-Dade County Code, this Board ratifies Amendment Number Four to the Design-Build Contract with Ric-Man Construction of Florida, Inc. for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A), Project No. DB13-WASD-03; Contract No. 14RMCF001, in substantially the form attached to the accompanying memorandum as Exhibit C, which grants a 1,142 calendar day non-compensable time extension to the contract. The original contract documents are 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 **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 14th day of June, 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis