

Memorandum



Date: July 7, 2022

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

Agenda Item No. 8(O)(2)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-648-22

Subject: Resolution Awarding Contract S-980 to Comtech Engineering Inc. with a Total Contract Amount of \$5,396,975.40 and a Total Contract Term of 341 Calendar Days for a Project for the Southern District Wastewater Treatment Plant Onsite Sodium Hypochlorite Generation Tank No. 2 Repairs

EXECUTIVE SUMMARY

The attached resolution is seeking Board of County Commissioners (Board) approval for the award of Contract S-980 (Contract) to Comtech Engineering, Inc. (Comtech) with a total contract amount not to exceed \$5,396,975.40 and a total contract term of 341 calendar days for a project entitled Southern District Wastewater Treatment Plant (SDWWTP) Onsite Sodium Hypochlorite Generation Tank No. 2 Repair. This project will restore capacity at the SDWWTP required by the plant operating permit. WASD first requested quotations for this project under the 7040 MCC Plan in September 2021 and received no bids. In January 2022, WASD requested quotations under the 7360 program and received only one bid from Comtech. Because the bid was above the Engineer of Record’s estimate, the resulting Contract was not eligible to be awarded under the MCC program and is being presented for the Board’s approval through this item.

RECOMMENDATION

It is recommended that the Board approve the attached resolution: (1) awarding Contract No. S-980 with a total compensation amount of \$5,396,975.40 and a total contract term of 341 days including a 31-day contingency period; and (2) authorizing the County Mayor or County Mayor’s designee to use the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Miami-Dade County Code (WASD Acceleration Ordinance) to manage this Contract.

DELEGATION OF AUTHORITY

Upon Board approval of this item, 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 the WASD 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.

PROJECT BACKGROUND

The SDWWTP was originally designed with three above ground sodium hypochlorite solution storage tanks as part of its sodium hypochlorite generation process. This process is required to disinfect wastewater effluent. In particular, the sodium hypochlorite generation process is required by the SDWWTP’s state operational permit.

Production and storage of sodium hypochlorite is critical for the daily operation and treatment process at SDWWTP. The SDWWTP currently operates with 66% storage capacity, specifically 2 out of 3 tanks are operational. The reduced storage capacity increases the risk of running out of sodium hypochlorite which may result in a violation of the disinfection requirements in the plant operational permit.

The third storage tank – Concrete storage Tank No. 2 (CS2) – was constructed in 2012 as part of the original construction of the SDWTP to store the necessary sodium hypochlorite solution. Since its construction, CS2 has reported leaks on multiple occasions. Repairs were performed on CS2 several times, but leaks continued. Consequently, CS2 has been out of service since November 2017. As a result, the County retained Wiss, Janney, Elstner Associates, Inc. (WJE), an engineering firm focused on conducting failure and damage investigation, to identify the causes of the leaks and to make recommendations on how to repair CS2. In February 2019, WJE, concluded its forensic investigation and identified that the cause of the leaks was the use of incorrect materials in the pipes and tank lining and recommended specific repairs be made to CS2. The cause of the leaks and the use of the noncompatible materials was the subject of dispute among the original designer, the construction contractor, and the County. As a result, the County received redress payments from the original designer and the construction contractor as part of Settlement Agreements approved by the Board on October 29, 2019, via resolution R-1149-19.

The repair of CS2 is overdue, and SDWTP urgently needs this tank to be operational to ensure adequate sodium hypochlorite storage capacity and proper disinfection of wastewater effluent.

Under the Contract, Comtech will perform the repairs identified by WJE. The repairs of CS2 will consist of internal and external full depth concrete repairs, concrete embedment of passive sacrificial cathodic protection anodes to avoid future corrosion, remove/replace entire tank interior undercoating, recoating of tank exterior, installation of a new flexible PVC membrane liner and modifications to the tank floor slope including relocation of the drain and leak detection system.

PROJECT NAME: Southern District Onsite Sodium Hypochlorite Generation Tank No. 2 Repair

CONTRACT NO.: S-980

PROJECT DESCRIPTION: The project consists of furnishing all materials, labor, and equipment necessary to complete the following tasks:

1. Demolish and bypass existing sodium hypochlorite piping
2. Repair and rehab Sodium Hypochlorite Tank No. 2 exterior and interior
3. Reinstall sodium hypochlorite piping to its permanent location and reinstall the flow meter, instrumentation, valving, blowers, and pipe supports.
4. Relocate the sodium hypochlorite leak detection sensor
5. All other miscellaneous tasks necessary to delivering a complete, satisfactory, and functional installation of a repair Sodium Hypochlorite Tank No. 2.

PROJECT LOCATION: Miami-Dade Countywide

PRIMARY COMMISSION DISTRICT: District 8, Danielle Cohen Higgins

APPROVAL PATH: Board of County Commissioners
Section 2-8.1 of the Miami-Dade County Code.

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING
DEPARTMENT: Miami-Dade Water and Sewer Department

SBD REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES: (See Exhibit A, attached)

SUBMITTAL DATE: **SIGNOFF DATE:**

TYPE	GOAL	COMMENT
SBE – Construction	11.18%	
SBE - Goods and Services	4.00%	
CWP	0.00%	CWP is not applicable as this project is not in a DTA.

MINIMUM No.
QUALIFICATIONS
EXCEED
REQUIREMENTS:

PROJECT TECHNICAL One of the following licenses are required: State General Contractor,
CERTIFICATION General Engineering Contractor, and/or other category as applicable
REQUIREMENTS: to Chapter 489 of the Florida Statutes or Chapter 10 of the Miami-
Dade County Code.

APPLICABLE WAGES: (RESOLUTION NO. R-54-10): Yes

MANDATORY CLEARING HOUSE: No

FISCAL IMPACT / FUNDING SOURCE: (See Exhibit B, attached)
Wastewater Renewal Fund

Wastewater Special Construction Funds

REQUEST TO ADVERTISE ESTIMATE: Not applicable. The repair work was originally bid under the 7360 Miscellaneous Construction Contract (MCC) Plan as RPQ P0265 with an estimated base bid of \$2,540,368.00. Because the only bid received exceeded the \$5 million MCC threshold, the resulting Contract was not eligible to be awarded under the MCC program and was advanced as Construction Contract S-980.

Capital Budget Project No. & Description:

Project # 9653261 Wastewater Treatment Plants- Replacement and Renovation: Book Page: 83, Adopted Budget and Multi-Year Capital Plan for FY 2021-2022

OPERATIONS COST \$900,000. The funding source for the operating impact
IMPACT/FUNDING: is WASD Operating Revenues

MAINTENANCE COST IMPACT/ \$500,000. The funding source for the operating impact
FUNDING: is WASD Operating Revenues.

LIFE EXPECTANCY OF ASSET: 15 years

PTP FUNDING: No

GOB FUNDING: No

<u>ARRA FUNDING:</u>	No
<u>TOTAL CONTRACT PERIOD</u>	310 calendar days
<u>CONTINGENCY PERIOD</u>	31 calendar days
<u>IG FEE INCLUDED IN BASE CONTRACT</u>	Yes
<u>ART IN PUBLIC PLACES</u>	No
<u>BASE ESTIMATE</u>	\$2,540,368.00

ITEM	Amount	Comments
BIDDER’S BASE BID	\$4,364,580.00	
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):		
Type	Percent	Amount
INFRASTRUCTURE	10.0%	\$436,458.00
DEDICATED ALLOWANCES:		
FOR PERMIT FEES:	3%	\$130,937.40
FOR ADDITIONAL CONCRETE DEMOLITION AND REPAIR	8.36%	\$365,000.00
REPLACEMENT OF ITEMS INTENDED FOR SALVAGE AND REUSE	2.29%	\$100,000.00
TOTAL ALLOWANCES:		\$1,032,395.40
TOTAL CONTRACT AMOUNT:		\$5,396,975.40

SEA LEVEL RISE (Ord. No. 14-79): Not applicable to repairs of tank inside of an existing structure.

SUSTAINABLE BUILDINGS ORDINANCE: (Ord. No. 07-65)

This project does not qualify for compliance with the Sustainable Buildings Ordinance.

TRACK RECORD / MONITOR/SBD HISTORY OF VIOLATIONS:

The Business Workforce Management System shows no workforce composition reports have been submitted on Comtech. (See BMWS Report, Attached as Exhibit C).

BID HISTORY AND EXPLANATION:

To encourage small business development, in September 2021, WASD requested quotations for the repairs of CS2 in an open and competitive solicitation under the 7040 MCC Plan. The advertisement elicited no responses. In January 2022, WASD requested quotations for the repairs in an open and competitive solicitation under the 7360 MCC Plan. On April 1, 2022, WASD received and opened one (1) bid for a total contract amount of \$5,396,975.40. Because the bid received exceeded the \$5 million MCC threshold, the

resulting Contract was not eligible to be awarded under the MCC program and was advanced as Construction Contract S-980. (See Bid Tabulation, attached as Exhibit D), summarized as follows:

Company Name	Base Bid	Total Bid
Comtech Engineering Inc.	\$4,364,580.00	\$5,396,975.40

Comtech was the lowest responsive and responsible bidder. The Comtech bid was evaluated by the Engineer of Record (EOR), who recommended awarding the contract. See Exhibit E, attached hereto. The Small Business Division of the Internal Services Department (ISD) reviewed the project for compliance with the Small Business Enterprise Construction and Goods & Services programs and found Comtech to be compliant. See Exhibit F, attached hereto.

According to ISD’s Capital Improvements Information System (CIIS) database, Comtech has 57 evaluations with an average evaluation of 3.5 out of 4. See Exhibit G, attached hereto. The Contract, Non-Collusion Affidavit, and the Vendor Affidavits Form executed by Comtech are attached hereto as Exhibit H, Exhibit I and Exhibit J, respectively.

It is recommended that the project be awarded to Comtech as the lowest responsible and responsive bidder, whose base bid of \$4,364,580.00 is approximately 71.8% above the EOR’s base estimate of \$2,540,368.00.

The EOR developed its cost estimate using the WJE estimated costs from 2019 with an escalator to 2022. The EOR escalator did not adequately predict the economic impacts of the pandemic on the industry.

The difference between the engineer’s estimate and the low bid is primarily the result of:

- The increased costs for construction materials and labor since March 2021, which is when the EOR’s last cost estimate was prepared. The escalation rate did not appropriately anticipate the increased costs in qualified labor, material availability, equipment costs, and supply chain issues;
- The significantly higher contractor price for the interior coating system;
- The higher contractor price for the new liner system;
- The exorbitantly 46% higher cost of the interior liner.

Based on the current market conditions WASD anticipates prices will continue to rise. Due to the criticality of the Project, WASD recommends the Board approve the award of this Contract.

SUBMITTAL DATE: April 25, 2022
ESTIMATED NOTICE TO PROCEED: As soon as possible
PRIME CONTRACTOR: Comtech Engineering, Inc.
COMPANY PRINCIPAL: Jose Sierra
COMPANY QUALIFIERS: Jose Sierra
EMAIL ADDRESS: jsierra@comtecheng.com
COMPANY ADDRESS: 7900 SW 57th Ave., Suite 11
Miami, FL 33134
YEARS IN BUSINESS: 21 years

PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST THREE (3) YEARS:

According to the Firm Vendor’s Profile Contract History Report, downloaded from the Business Management Workforce System on April 25, 2022, and attached as Exhibit K, Comtech has been the prime contractor on five (5) contracts with a total value of \$19,604,265 and has been a subcontractor on five (5) contracts with a total value of \$3,149,296 in the past (3) years with Miami-Dade County.

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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CONTRACT MANAGER NAME/PHONE/EMAIL:

Paul F. Adams / 786-552-8178 / Paul.Adams@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL:

Juan Curiel / 786-552-8399 / Juan.Curiel@miamidade.gov

SIGNATURE PAGE


**Southern District Onsite Sodium Hypochlorite Generation Tank No. 2 Repair
Project No: N/A: Contract No.: S-980**



DAVID CLODFELTER
OMB DIRECTOR


5/6/2022
DATE

APPROVED AS TO LEGAL SUFFICIENCY



ANGELA F. BENJAMIN
ASSISTANT COUNTY ATTORNEY

May 9, 2022
DATE



JIMMY MORALES
CHIEF OPERATIONS OFFICER

5/27/2022
DATE



Small Business Development Division

Project Worksheet

Project/Contract Title: S.D. Onsite Sodium Hypochlorite Generation Tank No. 2 Repair
Received Date: 1/26/2022
Resubmittal Date: 4/22/2022
Funding Source: EW 101
Project/Contract No: RPQ No. S-980
Department: Water & Sewer
Estimated Cost of Project/Bid: \$2,299,682.00
Description of Project/Bid: S.D. Onsite Sodium Hypochlorite Generation Tank No. 2 Repair.

Contract Measures

Measure	Program	Goal Percent
Goal	SBE - Con	11.18%
Goal	SBE - Goods	4.00%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-Con)

SBD reviewed this project pursuant to Implementing Order(s) 3-22 and 3-41 for SBE-Con and SBE-Goods measures. Project information analyzed included the project's scope of services, minimum requirements/qualifications and funding source. An attempt was made to assign this project a Set-Aside measure; however, three or more firms did not respond to the Verification of Availability to Bid as being able to meet the project's requirements.

An analysis of the factors contained in Implementing Order 3-22 indicates an 11.18% Small Business Enterprise – Construction (SBE-Con) subcontractor goal is appropriate for the trades of: Site Preparation Contractors (11.18%-Demolition-11.18%).

Please Note: This project was formerly Project No. P0265 which was cancelled and converted (with no changes to the scope or project estimate) to S-980 in order to proceed with award since the repairs are needed and one (1) bid received exceeded the \$5M MCC amount. The Department is requesting that the P0265 worksheet be re-issued for S-980 with the same goals.

SMALL BUSINESS ENTERPRISE - GOODS (SBE - Goods)

An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates a 4.00% SBE - Goods Subcontractor goal is appropriate in the commodity area of Pipe and Tube Fittings (4.00%) (65900).

CWP Not Applicable: Not in a DTA.

NAICS 237110 Water and Sewer Line and Related Structures Construction, NAICS 236220 Commercial and Institutional Building Construction, NAICS 237990 Other Heavy and Civil Engineering Construction, NAICS 238910 Site Preparation Contractors, NIGP 65800 Pipe, Tubing and Accessories.

Small Business Contract Measure Recommendation

Subtrade	Category
Site Preparation Contractors	SBE-Con
Pipe and Tube Fittings	SBE-Goods

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☒ NO ☐

Responsible Wages: YES ☒ NO ☐

Building: YES ☐ NO ☒



SBD Director

4-28-22

Date

FY 2021 - 22 Adopted Budget and Multi-Year Capital Plan

WASTEWATER TREATMENT PLANTS - MISCELLANEOUS UPGRADES**PROGRAM #:** 9652061

DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements
 LOCATION: Wastewater Treatment Plants District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Future WASD Revenue Bonds	0	2,482	0	0	0	0	0	0	2,482
WASD Revenue Bonds Sold	2,160	0	0	0	0	0	0	0	2,160
TOTAL REVENUES:	2,160	2,482	0	0	0	0	0	0	4,642
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	2,031	2,333	0	0	0	0	0	0	4,364
Planning and Design	130	149	0	0	0	0	0	0	279
TOTAL EXPENDITURES:	2,160	2,482	0	0	0	0	0	0	4,642

WASTEWATER TREATMENT PLANTS - REPLACEMENT AND RENOVATION**PROGRAM #:** 9653261

DESCRIPTION: Renovate and replace wastewater treatment plant facilities and structures within plant sites
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Wastewater Renewal Fund	52,384	15,744	9,000	9,000	9,000	9,000	9,000	9,000	122,128
Wastewater Special Construction Fund	3,236	0	0	0	0	0	0	0	3,236
TOTAL REVENUES:	55,620	15,744	9,000	9,000	9,000	9,000	9,000	9,000	125,364
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	49,527	18,269	8,550	8,550	8,550	8,550	8,550	8,550	119,096
Major Machinery and Equipment	521	192	90	90	90	90	90	90	1,253
Planning and Design	2,086	769	360	360	360	360	360	360	5,015
TOTAL EXPENDITURES:	52,134	19,230	9,000	9,000	9,000	9,000	9,000	9,000	125,364

WASTEWATER - INFRASTRUCTURE IMPROVEMENTS (BUILDING BETTER COMMUNITIES BOND PROGRAM)**PROGRAM #:** 2000001494

DESCRIPTION: Replace, upgrade and expand existing wastewater infrastructure throughout the wastewater system, to include force mains, injection wells, pump stations, electrical systems and plant treatment processes
 LOCATION: Various Sites District Located: Countywide
 Various Sites District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
BBC GOB Financing	0	5,000	5,000	5,000	0	0	0	0	15,000
TOTAL REVENUES:	0	5,000	5,000	5,000	0	0	0	0	15,000
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	5,000	5,000	5,000	0	0	0	0	15,000
TOTAL EXPENDITURES:	0	5,000	5,000	5,000	0	0	0	0	15,000

**Exhibit
C****Help & Tools** 

Vendor Profile: Workforce Composition (EEO)

[General](#) [Public Profile](#) [Users](#) [Commodity Codes](#) [Contacts](#) [Certifications](#) [Contracts](#) **[Workforce Comp/EEO](#)** [EDP Registrations](#)**COMTECH ENGINEERING, INC.**System Vendor Number: **20098536**[New Report](#)

Workforce Composition Reports

No workforce composition reports submitted.

[Customer Support](#)

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Bid Due Date 4/1/2022			Bidder #1				
PCTS # 16053			Comtech Eng.				
ER # S049660			Jose Sierra				
Project Duration 310			305-397-8283				
Engineer Base Estimate \$2,540,368.00			Engineer's Estimate				
Item No.	Est. Quant	Unit of Measure	Description summary	Unit Price	Extended Price	Unit Price	Extended Price
1	1	Agg. Sum	For performing preparatory work and operations for mobilizing for beginning the work of the Project, and demobilization at the end of the project but excluding materials and permit costs, both of which are paid under other payment items, the aggregate sum of (not to exceed 10% of the subtotal of bid items)	\$55,964.00	\$55,964.00	\$392,580.00	\$392,580.00
2	1	Agg. Sum	For demolition of existing NaOCl piping located in front of Day Tank No. 2 on the interior and exterior of the OSHG Building, salvaging of flanged/screwed valves, instrumentation, flow meters and misc mechanical items, and installation of temporary bypass piping, including all associated electrical, instrumentation, and wiring, and all other appurtenant items to complete the work required, the aggregate sum of	\$374,967.00	\$374,967.00	\$385,560.00	\$385,560.00
3	1	Agg. Sum	For removal of interior and exterior Day Tank No. 2 surface coating and application of new coating to the interior/exterior concrete surfaces, including all appurtenant items to complete the work required, the aggregate sum of	\$293,258.00	\$293,258.00	\$1,890,000.00	\$1,890,000.00
4	800	CF	For partial demolition of selected areas of the Day Tank No. 2 interior/exterior concrete surfaces, and patching repair of concrete surfaces including all appurtenant items to complete the work required, the price per cubic foot of	\$1,711.67	\$1,369,336.00	\$827.50	\$662,000.00
5	150	LF	For partial demolition of selected areas of the Day Tank No. 2 interior/exterior concrete surfaces, and crack injection repair of concrete surfaces including all appurtenant items to complete the work required, the price per lineal foot of	\$394.96	\$59,244.00	\$780.00	\$117,000.00
6	1	Agg. Sum	For furnishing and installation of Day Tank No. 2 new tank liner and all associated appurtenant items to complete the work required, the aggregate sum of	\$222,751.00	\$222,751.00	\$326,000.00	\$326,000.00
7	1	Agg. Sum	For demolition of temporary bypass piping and installation of new NaOCl piping in permanent piping configuration, reinstallation of salvaged items (i.e. flanged/NPT valves, flow meters, instrumentation, and misc mechanical items,) including all associated electrical, instrumentation and wiring and all associated appurtenant items to complete the work required for a complete functional system, the aggregate sum of	\$158,630.00	\$158,630.00	\$476,440.00	\$476,440.00
8	1	Agg. Sum	For all remaining work after Substantial Completion, including performing final cleanup and addressing punch list items as identified by the Engineer, the aggregate sum of	\$6,218.00	\$6,218.00	\$115,000.00	\$115,000.00
9	SUBTOTAL of Bid Line Items			\$2,540,368.00		\$4,364,580.00	
10	1	Dedicated Allowance	For cost of required permits, fees, inspections, impact fees, if authorized by the Engineer, the sum of 3% of the Subtotal, Item 9, (.03) X (Subtotal, Item 9)	\$76,211.04		\$130,937.40	
11	1	Dedicated Allowance	For unforeseeable conditions related to additional concrete demolition, crack injection repairs and patching repairs to the Day Tank No. 2 interior and exterior concrete surfaces, the aggregate sum of	\$365,000.00		\$365,000.00	
12		Dedicated Allowance	For replacement of any damaged items that were originally meant to be salvaged (i.e. flanged/screwed valves, instrumentation, flow meters, etc.) and any other appurtenant items that are deemed damaged and cannot be reinstalled, the aggregate sum of	\$100,000.00		\$100,000.00	
13		Contingency Allowance	For unforeseen conditions for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 9, (0.10) X (Subtotal, Item 9):	10%	\$254,036.80		\$436,458.00
14	TOTAL BID (Sum of ALL Bid Items)			\$3,335,615.84		\$5,396,975.40	
Percentage Difference from Estimate							71.80%

Memorandum

Bid Evaluation

Date:	April 25, 2022	Jacobs Engineering Group Inc.
Project:	SDWWTP Sodium Hypochlorite Tank No. 2 - RPQ# P0265	3150 SW 38th Avenue – Suite 700
PCTS No:	16053	Miami, FL 33146
Attention:	Johnny Ceballos, P.E.	United States
Company:	Miami-Dade Water and Sewer Department (WASD):	www.jacobs.com
Prepared by:	Jacobs	
Copies to:	File	

Background

The South District Wastewater Treatment (SDWWTP) On-Site Sodium Hypochlorite (OSHG) Facility was designed with three above ground sodium hypochlorite solution storage tanks as part of its sodium hypochlorite generation process. Sodium hypochlorite provides disinfection of wastewater effluent as required by the plant's state operational permit.

Concrete storage Tank No. 2 was constructed to store sodium hypochlorite solution, it has reported leaks since its construction in 2012 and through November 2017. Storage Tank No. 2 is currently out of service after repairs were performed in 2013 and 2016. A forensic investigation of the tank was completed in February 2019 by Wiss, Janney, Elstner Associates Inc (WJE) identifying the causes of the leaks and recommendations to repair storage Tank No. 2.

The repairs of storage Tank No. 2 consist of internal and external full depth concrete repairs, concrete embedment of passive sacrificial cathodic protection anodes to avoid future corrosion, remove/replace entire tank interior undercoating, recoating of tank exterior, installation of a new flexible PVC membrane liner and modifications to the tank floor slope including relocation of the drain and leak detection system.

Production and storage of sodium hypochlorite is critical for the daily operation and treatment process at SDWWTP. The OSHG Facility currently operates with 66% storage capacity (2 out of 3 tanks), the reduced storage capacity increases the risk of running out of sodium hypochlorite which may result in a permit violation related to disinfection requirements. The repair of Concrete Tank No. 2 is overdue, and operations staff urgently needs this tank to be operational to ensure adequate sodium hypochlorite storage capacity.

Bid Evaluation

One bid was received on April 1, 2022 from Comtech Engineering, Inc. (Comtech) for the referenced subject project. The bid price was submitted on the quotation form required by the Request for Quotation (RPQ). The received bid was higher than the engineer's cost estimate prepared by Jacobs. The base bid (not including allowances) submitted by the bidder is \$4,364,580. By comparison, the engineer's base estimate for the subject project was \$2,540,099. The received bid is 71.8% above the engineer's base cost estimate.

Jacobs has reviewed the bid and contract documents, below are the following comments:

- References were not provided in the bid document, so therefore no contact was made to verify Comtech's performance and quality of work on prior projects.

- Costs for construction materials and labor has greatly increased since the time last engineer's estimate update due to the impacts of the COVID pandemic on qualified labor, materials, equipment costs and supply chain issues. Consequently, we are seeing unit prices vary widely from Jacobs' previous estimates for this project.
- The proposed liner system is from Flexi-Liner which is the firm Jacobs coordinated with extensively during the design phase and received cost information. The information provided with the bid is consistent with Jacobs' specifications for the interior liner. The interior liner bid (item 6) is \$326,000. This interior liner system cost is 46% (\$103,249) higher than the engineer's estimate of \$222,751.
- The removal and installation of new interior coating system is proposed to be performed by Champion, a specialty contractor that installs specialty coatings around the country. The information provided with the bid is consistent with Jacobs' specifications for the interior coating. The interior and exterior coating bid (item 3) is \$1,890,000 of which, the sub proposal for the interior coating appears to be approximately \$1,560,000. The interior coating system cost compares to Jacobs' construction costs estimate of approximately \$293,258. Jacobs used the unit cost provided in the WJE report with some escalation. It should be recognized that the WJE report assumed a repair approach to the coating. The approach in the bid documents was to remove and replace the entire coating. Consideration could be given to doing a repair of the coating in areas where we are not doing concrete repairs which should reduce the coating costs through negotiations with the Contractor (Comtech).
- The unit cost of the concrete repairs bid (item 4) is \$827.50 per cubic foot. The engineer's estimate was approximately \$1,620 per cubic foot.
- The unit cost for Item epoxy injection bid (item 5) is \$780 per lineal foot. The engineer's estimate was approximately \$230 per lineal foot.

Summary and Recommendation

The difference between the engineer's estimate and the low bid is primarily the result of:

- The subject contract was advertised previously by Miami-Dade Water and Sewer Department (WASD) in November 2021 and no bids were received. During the second bid advertisement and as noted above, one bid was received which limits the ability to evaluate market competition for the subject work.
- Costs for construction materials and labor has greatly increased since the time of Jacobs last cost estimate update due to the impacts of the pandemic on qualified labor, material availability, equipment costs, and supply chain issues.
- The significantly higher contractor price for the interior coating system (bid item 3).
- The higher contractor price for the new liner system (bid item 6).

The recommendation is to proceed with awarding the subject construction contract based on the following:

- Delaying the project may result in Comtech's bid price being no longer valid resulting in a third re-bid advertisement.
- Discuss the scope of work with the Contractor to identify any potential value engineering opportunities based on their means and methods to perform the work. This may open areas to negotiate scope elements in the contract (i.e. modified approach to the interior coating system).

Memorandum

- The impacts to construction costs since Jacobs' original estimate continue to plague the industry suggesting pricing will not likely reduce with another bid cycle. In addition, signs of increased inflation could drive prices up even further.
- Production and storage of sodium hypochlorite is critical for the daily operation and treatment process at the South District WWTP. The repair of Concrete Tank No. 2 is overdue, and operations staff urgently needs the storage capacity.
- The need to repair the other two existing concrete storage tanks at the SDWWTP OSHG Facility.

Memorandum

DATE: April 26, 2022

TO: Paul Adams, Manager
Construction Contracts
Water & Sewer Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project No. P0265 (S-980)
S.D. Onsite Sodium Hypochlorite Generation Tank No. 2 Repair.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Construction (SBE-Con) and SBE-Goods & Services (SBE-G & S) programs. The contract measures established for this project are a 11.18% SBE-Construction and 4.00% SBE-Goods subcontractor goals.

The Miami-Dade Water and Sewer Department has submitted contract documents that included the Certificate of Assurance for the firm listed below acknowledging the project's SBE measures. The referenced firm also submitted the Utilization Plan (UP) identifying the SBE subcontractors to fulfill the goals via the Business Management Workforce System (BMWS) and the following is their pre-award compliance status and summary.

FIRM:**STATUS:**

1. Comtech Engineering, Inc.

Compliant

SUMMARY:

Comtech Engineering, Inc. (#1), a certified, SBE-Con firm, committed to perform 50% of the concrete restoration with its own forces at 5.59%. Comtech Engineering, Inc. also committed to utilize SCR Mechanical, LLC., a certified, SBE-Con firm to perform mechanical pipe bypass and new pipe installation work at 5.59% in satisfaction of the 11.18% SBE-Con subcontractor goal. The Utilization Plan submitted by Comtech Engineering, Inc. and confirmed by the subcontractor was approved pursuant to the firm's commitment to achieve the 11.18% SBE-Con goal. Comtech Engineering, Inc. is utilizing SCR Mechanical, LLC at 0.25% for a total SBE-Con goal of 11.43% to fulfill the entire SBE-Con Goal Deficit Make-Up requirement as listed on the April 25, 2022 Compliance Report of Open and Small Business Wage and/or Workforce Violations in the last three (3) years.

The Utilization Plan submitted by Comtech Engineering, Inc. was confirmed by the subcontractors and approved pursuant to the firm's commitment to achieve the 11.18% SBE-Con goal.

Comtech Engineering, Inc. also committed to utilize Corcel Corp., a certified SBE-G & S firm, to provide mechanical materials at 4.00% in satisfaction of the 4.00% SBE-Goods subcontractor goal. The Utilization Plan submitted by Comtech Engineering, Inc. was confirmed by the subcontractor and approved pursuant to the firm's commitment to achieve the 4.00% SBE-Goods goal.

Comtech Engineering, Inc. in compliance with the 11.18% SBE-Con and 4.00% SBE-Goods goals established for this contract. Comtech Engineering, Inc. is deemed compliant with Implementing Orders 3-22 and 3-41 governing the SBE-Con and SBE-G & S programs respectively.

Please be reminded that SBD staff reviewed and addressed compliance with the SBE-Con, SBE-G & S measures. The Contract and Specifications Section of the Miami-Dade Water and Sewer Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Caesar E. Suarez, SBD Capital Improvement Project Specialist at (305) 375-3141.

c: Laurie Johnson, SBD, ISD
File



Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
PR	<u>73678</u>	7040	<u>Comtech Engineering, Inc.</u>	5/9/2003	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>73832-74191</u>	7040	<u>Comtech Engineering, Inc.</u>	2/3/2004	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>30322</u>	7040	<u>Comtech Engineering, Inc.</u>	5/23/2003	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>74911</u>	7040	<u>Comtech Engineering, Inc.</u>	1/10/2005	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>53075-89081-89085</u>	7040	<u>Comtech Engineering, Inc.</u>	10/8/2004	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>74438</u>	7040	<u>Comtech Engineering, Inc.</u>	11/19/2003	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>75396</u>	7040	<u>Comtech Engineering, Inc.</u>	9/13/2004	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>53069-53074-53075-53080-53081-53082-53083</u>	7040	<u>Comtech Engineering, Inc.</u>	5/14/2004	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.0</u>
PR	<u>75330</u>	7040	<u>Comtech Engineering, Inc.</u>	12/9/2004	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.8</u>
PR	<u>75331</u>	7040	<u>Comtech Engineering, Inc.</u>	12/9/2004	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.8</u>
PR	<u>35011</u>	7040	<u>Comtech Engineering, Inc.</u>	4/13/2006	Vivian Forhat-Diaz	None	<u>3.8</u>
PR	<u>70775 Re-bid</u>	7040	<u>Comtech Engineering, Inc.</u>	10/8/2004	Vivian Forhat-Diaz	Project conclusion or closeout	<u>4.0</u>
PR	<u>75652</u>	7040	<u>Comtech Engineering, Inc.</u>	5/22/2006	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.7</u>
PR	<u>39050</u>	7040	<u>Comtech Engineering, Inc.</u>	9/27/2006	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.3</u>
PR	<u>35281</u>	7040	<u>Comtech Engineering, Inc.</u>	10/2/2006	Vivian Forhat-Diaz	None	<u>3.4</u>
PR	<u>71123</u>	7040	<u>Comtech Engineering, Inc.</u>	4/25/2006	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.7</u>
PR	<u>37930</u>	7040	<u>Comtech Engineering, Inc.</u>	2/10/2007	Vivian Forhat-Diaz	Project conclusion or closeout	<u>3.8</u>
PR	<u>99110</u>	7040	<u>Comtech Engineering, Inc.</u>	7/20/2015	Leroy Garcia	Completion of construction	<u>3.7</u>
PR	<u>80020-A</u>	7040	<u>Comtech Engineering, Inc.</u>	4/22/2008	Belkis Costello	Project conclusion or closeout	<u>3.2</u>
PR	<u>44104</u>	7360	<u>Comtech Engineering, Inc.</u>	6/9/2008	Belkis Costello	Project conclusion or closeout	<u>2.6</u>
PR	<u>99110</u>	7040	<u>Comtech Engineering, Inc.</u>	5/18/2015	Leroy Garcia	Interim	<u>3.6</u>
PR	<u>99110</u>	7040	<u>Comtech Engineering, Inc.</u>	1/19/2015	Leroy Garcia	Interim	<u>3.9</u>
SP	<u>2008-136.04.01</u>	7040	<u>Comtech Engineering, Inc.</u>	6/7/2010	Frank Ramirez	Project conclusion or closeout	<u>3.6</u>
WS	<u>T1408</u>	7040	<u>Comtech Engineering, Inc.</u>	6/7/2011	Iden Edwards	Completion of construction	<u>3.3</u>
WS	<u>T1552</u>	7040	<u>Comtech Engineering, Inc.</u>	12/7/2012	Pedro Vigil	Project conclusion or closeout	<u>3.2</u>
WS	<u>P0074</u>	7360	<u>Comtech Engineering, Inc.</u>	1/15/2014	Luis E. Rojas	Project conclusion or closeout	<u>3.9</u>
WS	<u>S-709</u>	CON	<u>Comtech Engineering, Inc.</u>	8/11/2014	Robert Stebbins Jr.,	Project conclusion or closeout	<u>3.0</u>
WS	<u>P0078-R</u>	7360	<u>Comtech Engineering, Inc.</u>	4/2/2015	Nelson Cespedes	Project conclusion or closeout	<u>3.5</u>

WS	P0008	7360	Comtech Engineering, Inc.	7/8/2015	Cristian Garcia	Project conclusion or closeout	3.9
WS	PS1079	7040	Comtech Engineering, Inc.	2/26/2009	Iden Edwards	Project conclusion or closeout	3.3
WS	T0970	7040	Comtech Engineering, Inc.	3/19/2009	Gary Clarke	Completion of construction	3.7
WS	T0972	7040	Comtech Engineering, Inc.	3/19/2009	Gary Clarke	Completion of construction	3.6
WS	T1009	7040	Comtech Engineering, Inc.	5/28/2009	Gary Clarke	Project conclusion or closeout	3.3
WS	PS142	7040	Comtech Engineering, Inc.	6/5/2009	Gary Clarke	Completion of construction	3.2
WS	T0972	7040	Comtech Engineering, Inc.	6/5/2009	Gary Clarke	Project conclusion or closeout	3.5
WS	T1012	7040	Comtech Engineering, Inc.	8/7/2009	Nelson Cespedes	Project conclusion or closeout	2.9
WS	T0530	7040	Comtech Engineering, Inc.	11/6/2009	Miguel Hernandez	Project conclusion or closeout	4.0
WS	T1977	7040	Comtech Engineering, Inc.	8/2/2016	Joaquin O. Roa	Project conclusion or closeout	4.0
WS	T2055	7040	Comtech Engineering, Inc.	8/10/2016	Pearle Khadar D.	Project conclusion or closeout	3.6
WS	T2074	7040	Comtech Engineering, Inc.	8/31/2016	Nelson Cespedes	Project conclusion or closeout	3.9
WS	T2309	7040	Comtech Engineering, Inc.	7/19/2018	Huren An (Jeff)	Interim	3.3
WS	T2308	7040	Comtech Engineering, Inc.	8/3/2018	Huren An (Jeff)	Interim	3.5
WS	T2309	7040	Comtech Engineering, Inc.	9/24/2018	Huren An (Jeff)	Interim	3.4
WS	T2197	7040	Comtech Engineering, Inc.	11/8/2018	Alexis Valdez	Project conclusion or closeout	3.9
WS	T2309	7040	Comtech Engineering, Inc.	2/25/2019	Huren An (Jeff)	Interim	3.4
WS	T2308	7040	Comtech Engineering, Inc.	2/25/2019	Huren An (Jeff)	Interim	3.5
WS	T2418	7040	Comtech Engineering, Inc.	8/27/2019	Rolando M Roque	Interim	3.3
WS	T2308	7040	Comtech Engineering, Inc.	2/28/2020	Huren An (Jeff)	Interim	3.7
WS	P0201	7360	Comtech Engineering, Inc.	2/28/2020	Huren An (Jeff)	Interim	3.6
WS	T2309	7040	Comtech Engineering, Inc.	11/24/2020	Huren An (Jeff)	Completion of construction	3.6
WS	T2418	7040	Comtech Engineering, Inc.	2/16/2021	Rolando M Roque	Project conclusion or closeout	3.7
WS	T2308	7040	Comtech Engineering, Inc.	4/30/2021	Huren An (Jeff)	Completion of construction	3.7
WS	P0201	7360	Comtech Engineering, Inc.	4/30/2021	Huren An (Jeff)	Interim	3.7
WS	P0201	7360	Comtech Engineering, Inc.	4/30/2021	Huren An (Jeff)	Completion of construction	3.7
WS	PS 83	7040	Comtech Engineering, Inc.	1/4/2008	Isaac A Gutierrez	Completion of construction	3.4
WS	PS 1001	7360	Comtech Engineering, Inc.	1/4/2008	Isaac A Gutierrez	Completion of construction	3.4
WS	PS 122	7040	Comtech Engineering, Inc.	4/14/2008	Iden Edwards	Project conclusion or closeout	3.7

Evaluation Count: 57 Contractors: 1 Average Evaluation: 3.5

CONTRACT

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 **Comtech Engineering, Inc.**, 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

**"ONSITE SODIUM HYPOCHLORITE GENERATION (OSHG)
SODIUM HYPOCHLORITE TANK NO. 2 REPAIR,
CONTRACT NO. S-980"**

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Five Million Three Hundred Ninety Six Thousand Nine Hundred Seventy Five Dollars and Forty Cents (U.S. Dollars) \$5,396,975.40.**

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 Covenants and 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 Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the terms and conditions of the MCC 7360 Plan, the Quotation Form, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Terms and Conditions, the Supplemental General Terms and Conditions, Special Provisions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting S-980

CONTRACT

Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Criminal Record (Felony) (as amended by Ordinance 00-30; Community Workforce Program County Code Section 2-1701, Office of Miami-Dade County Inspector General (IG) (if Ordinance 97-215 as amended by Ordinance 99-15 is applicable); Sworn Statement – Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The General Terms and 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 General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, 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 County Mayor or the County 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 Terms and Conditions Article 11.D(1) Termination for Convenience.

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: Harvey Ruvin
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor or Mayor's Designee

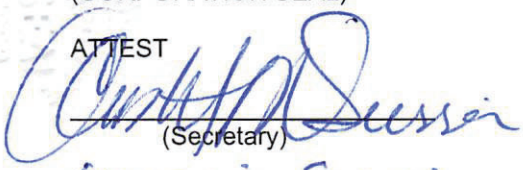
(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST

(Secretary)
Christine Sierra
(Print or type name)

Comtech Engineering, Inc.
(Name of Corporation)

By: Jose Sierra
(Signature of Officer)

Jose Sierra
(Print or type name)

President
(Official Title)

7900 S.W. 57 Avenue, Suite 11

Miami, FL 33143
(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 in its behalf.



NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (*this Affidavit*) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

- A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☒ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

- B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: **Contract No. S-980**

Solicitation Title: **ONSITE SODIUM HYPOCHLORITE GENERATION (OSHG)
SODIUM HYPOCHLORITE TANK NO. 2 REPAIR**

By: 

Signature of Affiant

Date: 4/25 20 22

Christina Sierra - Secretary
Printed Name of Affiant and Title

650939997
Federal Employer Identification Number

Comtech Engineering, Inc.
Printed Name of Bidder/Proposer

7900 SW 57 Ave. Suite 11 S.W. Miami, FL 33143
Address of Bidder/Proposer



Exhibit A

Below listed are all other parties (legal entity) bidding/proposing in competitive

Solicitation No.: **Contract No. S-980**

Solicitation Title: **ONSITE SODIUM HYPOCHLORITE GENERATION (OSHG) SODIUM
HYPOCHLORITE TANK NO. 2 REPAIR**

N/A



Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974

Telephone: 305-375-5773

www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. **It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.**

FEDERAL EMPLOYER**IDENTIFICATION NUMBER (FEIN)**

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employer Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

☒ **FEIN**

450939997

NORTH AMERICAN INDUSTRY
CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☐ **NAICS Code****SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)**

Comtech Engineering, Inc.

A) Name of Entity, Individual(s), Partners or Corporation

7900 SW 57 Ave. #11 S. Miami

Street Address (P.O. Box Number is not permitted)

City

B) Doing Business As (If same as line A, leave blank)

FL

State (U.S.A.)

USA

Country

33143

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
Jose Sierra	Pres. / V.P.	7900 SW 57 Ave. #11 S. Miami
Christine Sierra	Sec. / Treas.	7900 SW 57 Ave. #11 S. Miami

OWNERS**CHECK BOXES BELOW**

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY						
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other	
Jose Sierra	Pres. V.P.	50	7900 SW 57 AVE. #11 S. MIAMI R 33143	✓				✓				
Christine Sierra	Sec. Treas	50	7900 SW 57 AVE. #11 S. MIAMI R 33143		✓			✓				

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS

% OF OWNERSHIP

NA											
----	--	--	--	--	--	--	--	--	--	--	--

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No ☒
2. Does your firm provide paid health care benefits for its employees? Yes ☒ No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

		NUMBER OF EMPLOYEES	
		Males	Females
White		7	
Black		1	
Hispanic		7	2
Asian/Pacific Islander			
Native American/Alaskan Native			
Other			
Total Number of Employees			12
		Total Employees	

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

Christi Sierra
(Signature of Affiant)

4/25/2022
(Date)

Christi Sierra - Secretary
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public -
State of: Florida
State

Miami-Dade
County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 25th day of April 20 22.

by Christi Sierra

He or she is personally known to me ☒

Or has produced identification ☐

Type of Identification Produced _____

ELP
Signature of Notary Public

HH 246701

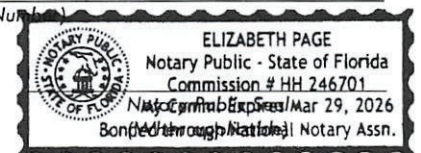
(Serial Number)

Elizabeth Page

Print or Stamp of Notary Public

3/29/24

Expiration Date



Vendor Profile: Contracts

[General](#) [Public Profile](#) [Users](#) [Commodity Codes](#) [Contacts](#) [Certifications](#) **Contracts** [Workforce Comp/EEO](#) [EDP Registrations](#)

COMTECH ENGINEERING, INC.

System Vendor Number: 20098536

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor

Actions	Contract Number & Title	Prime Contact	Status	Dates	Award Amount	Paid Amount
View	P0201: CD PROJECT 5.7 UPGRADE OF PUMP STATION NO. 0417	christine sierra		12/27/2017 to 12/17/2020	\$5,931,599	\$5,792,995
View	T2197: EAST BIRD ROAD SEWER IMPROVEMENTS	christine sierra		5/13/2016 to 2/20/2017	\$1,488,228	\$1,484,537
View	T2308: UPGRADE OF SEWAGE PUMP STATION 0414	christine sierra		7/19/2017 to 5/5/2021	\$5,287,151	\$5,154,139
View	T2309: UPGRADE OF SEWAGE PUMP STATION 0416	christine sierra		6/6/2017 to 7/2/2020	\$5,116,869	\$5,016,998
View	T2418: Upgrade of Sewage Pump Station No. 0698	christine sierra		3/12/2018 to 11/13/2019	\$1,780,418	\$1,693,887
Number of contracts as prime: 5					\$19,604,265	\$19,142,556

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	TDB14WASD03: Design-Build - Furnish and Install a 48-inch Diameter Water Transmission Main for Area N (Contract 16FCI001)	christine sierra		Garney Companies, Inc.	\$1,142,070 3.07%	\$1,011,886
View	TDB14WASD05: Design-Build Services 48" FM	christine sierra		DMSI	\$1,695,001 7.70%	\$1,623,608
View	TDB14WASD05: Design-Build Services 48" FM	christine sierra		DMSI	\$100,165 0.46%	\$49,571
View	TDB12WASD01: GOV CUT PHASE 3 NORRIS CUT	christine sierra		Nicholson Construction Company	\$182,417 0.25%	\$0
View	T2170: UPGRADE OF SEWAGE PUMP STATION NO. 0860	christine sierra		INFRAMASTER G.C. CORP.	\$29,643 4.00%	\$0
Number of contracts as subcontractor: 5					\$3,149,296	\$2,685,065




MEMORANDUM

(Revised)

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

DATE: July 7, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(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. 8(O)(2)
7-7-22

RESOLUTION NO. R-648-22

RESOLUTION AWARDING A CONTRACT (CONTRACT S-980) TO COMTECH ENGINEERING INC. WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$5,396,975.40 AND A TOTAL CONTRACT TERM OF 310 DAYS PLUS A 31-DAY CONTINGENCY PERIOD FOR THE SOUTHERN DISTRICT WASTEWATER TREATMENT PLANT ONSITE SODIUM HYPOCHLORITE GENERATION TANK NO. 2 REPAIRS PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO UTILIZE 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, TO MANAGE CONTRACT S-980; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

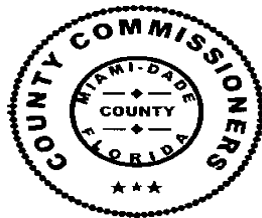
WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby awards a Contract (Contract S-980) to Comtech Engineering, Inc. (Comtech) with a total contract amount not to exceed \$5,396,975.40 and a total contract term of 310 calendar days plus a 31-day contingency period for the Southern District Wastewater Treatment Plant Onsite Sodium Hypochlorite Generation Tank No. 2 Repairs Project in substantially the form attached to the accompanying Mayor's Memorandum as Exhibit H and made a part hereof. The Board also authorizes the County Mayor or County Mayor's designee to 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, to manage the Contract; and to execute the same and to exercise the termination and other provisions contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** 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	aye	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of July, 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.

Angela F. Benjamin