

Memorandum



Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(O)(4)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-869-23

Subject: Award Recommendation for Lateral Expansion Program, Contract S-16376

EXECUTIVE SUMMARY

This memorandum seeks approval from the Board of County Commissioners (the Board) to award construction Contract No. S-16376, Lateral Expansion Program (the Contract) to the lowest responsive and responsible bidder, Central Florida Equipment Rentals, Inc. (Central Civil). The scope of work involves the installation of 600 gravity sewer service laterals, with assemblies and sanitary sewer clean-outs. The Lateral Expansion Program (the Program) is part of Miami-Dade Water and Sewer Department's (WASD) "Connect to Protect" initiative, a Miami-Dade County initiative focused on reducing potential health risks associated with compromised or failing septic systems and reducing nutrient loading into Biscayne Bay by providing sewer access to properties currently served by septic systems.

It is WASD's intent to install service laterals on public property at its expense in limited circumstances where gravity wastewater collection mains exist without service laterals to all the abutting parcels that would allow a customer to connect. The installation of public-side laterals will facilitate customer connection to the public wastewater system and allow for the abandonment of septic tanks. There are many financial and non-financial benefits to existing wastewater rate payers by adding these new users to the centralized wastewater system. Today's current standards and best practices generally require that gravity main installation include the service lateral installation in the public right-of-way up to the customer's property line. However, remnants of historical practice remain, and the underutilized wastewater infrastructure dispersed throughout the service area presents ongoing challenges to the system that are exacerbated by the impact of the significant amounts of development the County has recently experienced.

Beyond being required by current standards, the installation of public-side laterals is also consistent with and advances the objectives of the Consent Decree by ensuring the operational efficiency of the County's public wastewater system. Significantly, the Consent Decree includes the continuation and implementation of "Capacity, Management, Operations, and Maintenance" ("CMOM") Programs. CMOM is defined as "a program of accepted industry practices to properly manage, operate and maintain sanitary wastewater collection, transmission and treatment systems, investigate capacity constrained areas of these systems, and respond to SSO events."

The total bid of \$19,292,161.25 is 12.14% above the Engineer of Record's (EOR) estimate; however, upon analysis, the EOR has concluded that the bid price is a fair and reasonable amount for the project's defined scope of work.

RECOMMENDATION

It is recommended to award Contract S-16376 to Central Civil for a total compensation amount of \$19,292,161.25, with a total contract period of 420 calendar days to substantial completion, 450 calendar days to final completion, with a 45 calendar-day time contingency allowance.

SCOPE

This item is of Countywide impact and the work shall be performed at various location throughout Miami-Dade County.

The scope of work involves the installation of 600 gravity sewer service laterals, with assemblies and sanitary sewer clean-outs.

DELEGATED AUTHORITY

Upon Board approval of the Contract, 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 § 2-8.2.12 of the Miami-Dade County's Code of Ordinances, a/k/a the Water and Sewer Department's (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.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County is \$19,292,161.25, which WASD has determined is a fair and reasonable amount for the project's defined scope of work.

The project is in the Adopted Budget and Multi-Year Capital Plan.

- Funding will be provided from Project #9650241 – Wastewater – Central Miami-Dade Transmission Mains and Pump Station Improvement - Volume 3, Book Page: 80, Adopted Budget and Multi-Year Capital Plan for FY 2022-23
- The funding sources are WASD Revenue Bonds Sold, Future WASD Revenue Bonds, and Wastewater Connection Charges
- The life expectancy of the work is 50 years
- Operations Cost Impact / Funding: This is an underground pipeline with no mechanical components; Operations Cost, if any, will be minimal. The funding source for the operating impact is WASD Operating Revenues.
- Maintenance Cost Impact / Funding: This is an underground pipeline with no mechanical components; Maintenance Costs, if any, will be minimal. The funding source for the maintenance impact is WASD Operating Revenues.
- The project does not include GOB funding.
- The IG Fee is included.

VENDOR SELECTION & TRACK RECORD

On June 2, 2023, WASD received and opened three (3) bids in response to the April 20, 2023, advertisement for an open competitive solicitation for the Contract. The following were the bids received by the County:

Company Name	Base Bid	Total Bid*
Central Civil	\$12,754,125.00	\$19,292,161.25
Ric-Man International, Inc.	\$19,519,190.00	\$27,189,109.00
Maestre Construction, Inc.	\$33,127,700.00	\$42,427,301.00

*Total bid includes contingency & dedicated allowances

The following due diligence was performed to confirm Central Civil as the lowest responsive and responsible bidder:

- Because contract measures were assigned, the three (3) lowest bids were forwarded to Internal Services Department's (ISD) Division of Small Business Development (SBD) for a Compliance Review. On June 29, 2023, ISD SBD found Central Civil to be in compliance with the overall Small Business measures established for the contract. The Project Worksheet and the SBD Compliance Review letter are attached to this memo as Exhibit A and B, respectively.
- The Engineer of Record, Vivian Galvez, a WASD employee, (EOR) reviewed the bid submission and, on June 6, 2023, the EOR determined that the low bid was acceptable as submitted and that Central Civil satisfied the requirements of the solicitation. The EOR letter is attached as Exhibit C.
- Pursuant to Resolution R-187-12, WASD performed a review of the vendor information in the Business Management Workforce System (BMWS). WASD discovered no adverse information. Considering the input of ISD and the EOR, WASD concluded that Central Civil is responsible.
- Central Civil is a member of a pre-qualified pool of contractors for emergency repairs of large transmission mains and was awarded contract P-20112 for the Emergency Repairs to a 48-Inch watermain in the amount of \$269,400.00. This award is not yet reflected in BMWS and represents the only award to Central Civil from the county in the past three (3) years.
- Central Civil has 20 evaluations in the ISD Capital Improvement Information System (CIIS), with a rating of 3.1 out of a possible 4.0 maximum.

Considering the input of ISD and the EOR, WASD has concluded that the apparent lowest bidder, Central Civil, is both responsive and responsible. Therefore, it is recommended that Contract S-16376 be awarded to Central Civil for a total compensation amount of \$19,292,161.25, with a total contract period of 450 days. The proposed contract, signed by Central Civil is attached to this memo as Exhibit D.

WASD CONTRACT MONITOR

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

BACKGROUND

As part of the Connect to Protect initiative, WASD intends to install service laterals on public property at its expense in limited circumstances where gravity wastewater collection mains exist without service laterals to all the abutting parcels that would allow a customer to connect. The installation of public-side laterals will facilitate customer connection to the public wastewater system and allow for the abandonment of septic tanks. The proposed connections are to existing utility customers, as they purchase drinking water produced by Miami-Dade County. There are many financial and non-financial benefits to existing wastewater rate payers by adding these new users to the centralized wastewater system.

WASD has underutilized wastewater infrastructure dispersed throughout its service area, which is not in compliance with applicable standards. Specifically, underutilized wastewater infrastructure includes infrastructure where the gravity wastewater collection pipes have been installed without including public-side laterals. Today's current standards and best practices generally require that gravity main installation include the service lateral installation in the public right-of-way up to the customer's property line. However, remnants of historical practice remain, and the increased development the County has experienced in recent years has exacerbated the challenges to the system from this underutilized wastewater piping.

Connect to Protect has substantial operational benefits which will flow to existing water and sewer fee payers. Wastewater piping is engineered to include flows from the properties it fronts. If those flows are not realized, then scouring velocity may not be achievable, which has impacts beyond the immediate properties and to the overall system. Scouring velocity is the minimum velocity required to keep the silt particles in suspension and flowing. When scouring velocity is not achieved several challenges to the overall system are common: deadly hazardous H₂S gas formation and associated corrosion, increased odor, increased O&M cost (cleaning), overflows due to stoppages, increased treatment cost due to septicity, and reduced asset life.

The financial benefits to the system and existing user fee payers include a simple business case analysis for 12,000 connections where the cost of installation is expected to be \$90 million, and the annual user fee begins at \$434 in FY 2023 with a growth index of 4% annually. The utility recaptures its cash investment in 13 years and realizes additional revenue for the life of the asset that is expected to be a minimum of 30 years, which are in addition to the operational benefits previously described.

Existing connection charge fee payers will enjoy special financial benefits from Connect to Protect including, but not limited to, the following: (1) this project will provide a long-term financial benefit to all connection charge fee payers, including existing fee payers, by spreading out the cost of system maintenance across more customers; (2) the project will provide an additional long-term financial benefit to existing connection charge fee payers by providing additional funding to both improve existing facilities and defray the costs associated with those facilities; and (3) this project will provide a long-term financial benefit to existing connection charge fee payers by new connection charge fee payers contributing to the financing of new facilities as to both water and sewer service.

Beyond being required by current standards and directly benefiting connection charge fee payers, Connect to Protect is also consistent with and advances the objectives of the Consent Decree, as negotiated by Miami-Dade County, the United States Environmental Protection Agency (“EPA”), and the Florida Department of Environmental Protection. Significantly, the Consent Decree includes the continuation and implementation of “Capacity, Management, Operations, and Maintenance” (“CMOM”) Programs. CMOM is defined as “a program of accepted industry practices to properly manage, operate and maintain sanitary wastewater collection, transmission and treatment systems, investigate capacity constrained areas of these systems, and respond to SSO events.” (Emphasis added).

Within the compliance requirements and obligations to perform the work, the Consent Decree states that “all work shall be performed using sound engineering practices” and includes the EPA’s Guide for Evaluating CMOM Programs at Sanitary Sewer Collection Systems as Appendix C. Section 2.1 of Appendix C states that “collection system management activities form the backbone for operation and effective maintenance activities. The goals of a management program should include: protection of public health and prevention of unnecessary property damage, minimization of infiltration, inflow and exfiltration, and maximum conveyance of wastewater to the wastewater treatment plant, provision of prompt response to service interruptions, efficient use of allocated funds, identification of and remedy solutions to design, construction, and operational deficiencies, performance of all activities in a safe manner to avoid injuries.” (Emphasis added). This project, which provides for efficient and cost-effective utilization of the County’s public wastewater system by, among things, addressing scouring velocity, is consistent with the CMOM definition and best practices outlined within the Court approved

agreement, and assists in fulfilling the intent of the Consent Decree.

In addition to the benefits to the feepayers from improved infrastructure, Connect to Protect provides non-financial benefits that include providing environmental protection. Facilitating the elimination of septic tanks has been identified as a source of nutrient pollution. Nutrient pollution has been shown to flow into Biscayne Bay during rain events and is presumed to have been a cause of seagrass die-off and fish kills. The Biscayne Bay is a major economic driver of the Miami-Dade community, and its demise would have an overall negative impact of the entire region. The regional impacts of a declining Biscayne Bay could also lead to a negative financial impact to the utility and any other business in Miami-Dade County.

The first focus of this project will be on properties that have existing sanitary sewer infrastructure available for connection. As such, WASD has identified the first 600 properties in which a public-side lateral can be installed for septic to sewer conversion.

This project consists of furnishing all labor, materials, and equipment necessary for installing approximately 21,000 linear feet of 6-inch Polyvinyl Chloride (PVC) C900 gravity sewer service laterals with assemblies. Prior to installing the new laterals, the Contractor will video survey/record (CCTV) the existing gravity main to demonstrate the condition of the main. After the installation of the laterals, Contractor will use CCTV to prove that the connections were successful. During construction, the Contractor must maintain sewage flow using a means and method selected by the Contractor.

CONTRACT MANAGER NAME/PHONE/EMAIL

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

PROJECT MANAGER NAME/PHONE/EMAIL

Vivian Galvez / 786-552-8340 / Vivian.Galvez@miamidade.gov

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APPLICABLE ORDINANCES AND MEASURES

Table below depicts various legislative policies, and whether they are applicable.

Title	Legislation	Notations
Local Preference	Code Section 2-8.5	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	
Small Business Enterprise - Construction	Code Section 10-33.02 & Implementing Order 3-22	16.34%
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 & Implementing Order 3-41	No measure
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 & Implementing Order 3-41	12.60%
Responsible Wages and Benefits	Code Section 2-11.16 & Implementing Order 3-24	Heavy
Sea Level Rise	Ordinance 14-79	
Buy American Iron & Steel Procurement Program	Code Section 2-8.2.6.1	
Community Workforce Program (Clearing House)	Resolution R-1145-99, Code Section 2-1701 & Implementing Order 3-37	10%
Residents First Training and Employment	Code Section 2-11.17 & Implementing Order 3-61	
Employ Miami-Dade Program	Administrative Order 3-63	

SIGNATURE PAGE
Lateral Expansion Program, S-16376

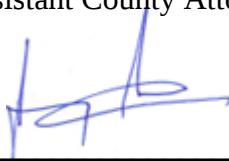
David Clodfelter
OMB DIRECTOR

DATE

Approved as to legal sufficiency

Angela F. Benjamin
Assistant County Attorney

DATE



Jimmy Morales
Chief Operating Officer

08/28/23
DATE



Small Business Development Division

Project Worksheet

Project/Contract Title: Lateral Expansion Program

Received Date: 1/31/2023

Project/Contract No: S-16376

Funding Source: Other

Department: Water & Sewer

Estimated Cost of Project/Bid: \$9,364,602.50

Description of Project/Bid: The project consists of furnishing all labor, materials, and equipment necessary for installing approximately 21,000.00 linear feet of 6-inch PVC 900 of gravity sewer service laterals with assemblies; 600 sanitary sewer clean-outs as shown on maps. It also includes furnish all labor, materials, equipment and supplies necessary for video survey/recording (CCTV) the existing gravity main before installation of the laterals to demonstrate the condition of the main and after the installation of the laterals to proof of successfully connection; mobilization and demobilization; making cut or install saddle tee fastened to connect to the existing gravity sewer main; the work also include maintain sewage flow during construction by Contractor's mean and method require using vacuum truck, tanker truck, fixed axle tank, or bypass pumping intercept the laterals or plugging and monitoring flow.

Contract Measures

Measure	Program	Goal Percent
Goal	SBE - Con	16.34%
Goal	SBE - Goods	12.60%
Goal	CWP	10.00%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE- CONSTRUCTION (SBE-Con).

SBD reviewed this project pursuant to Implementing Order 3-22 for an SBE-Con and SBE-Goods measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included surveys conducted with certified firms to determine availability and assignment of the noted measure, these indicate a 16.34% SBE-Con subcontractor goal is appropriate for this contract in the following trade: Highway, Street, and Bridge Construction-16.34% (Concrete Sidewalk Restoration-16.34%).

Miami Dade County Heavy Construction Responsible Wages apply to this contract.

CWP 10% Goal Applicable: In a DTA (Designated Target Area).

SMALL BUSINESS ENTERPRISE – GOODS (SBE-Goods).

An analysis of the factors contained in Implementing Order 3-41 & Ordinance 16-109 indicate that a 12.60% SBE-Goods subcontractor goal is appropriate to the Goods & Services portion of this contract in Commodities #65900 Pipe, and Tube Fittings. The SBE-Goods and SBE-Con subcontractor goals can be met by 1st, 2nd and 3rd Tier certified, SBE firms.

NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors, NAICS 238220 Mechanical Contractors, NAICS 237990 Other Heavy and Civil Engineering Construction, NAICS 237310 Highway, Street, and Bridge Construction, NIGP 65900 Pipe, and Tubing Fittings

Small Business Contract Measure Recommendation

Subtrade

Highway, Street, and Bridge Construction
Pipe, and Tube Fittings

Category

SBE-Con
SBE-Goods

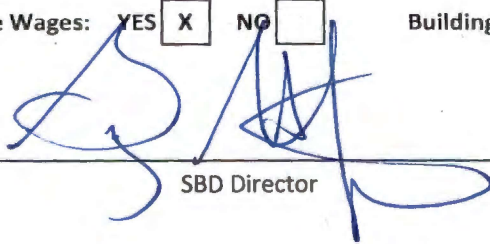
Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☒ NO ☐

Responsible Wages: YES ☒ NO ☐

Building: YES ☐ NO ☒



SBD Director

2-15-23
Date

Memorandum



Date: June 28, 2023

To: Paul Adams, Chief
Construction Contracts
Water and Sewer Department

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

Subject: Compliance Review
S-16376: Lateral Expansion Program.

A handwritten signature in blue ink, appearing to be "G. Hartfield", written over the "From:" line.

The Small Business Development (SBD) Division has completed its review of the subject project for compliance with the Small Business Enterprise-Construction (SBE-Con) and Small Business Enterprise – Goods (SBE-Goods) programs for construction services. The contract measures established for this project are a 16.34% SBE-Con subcontractor goal and 12.60% SBE-Goods subcontractor goal.

The Miami Dade Water and Sewer Department has submitted bid documents that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measures. These firms also submitted their Utilization Plan (UP) identifying the SBE firms that will fulfill the measure established for this project via the Business Management Workforce System (BMWS). The following is their pre-award compliance status and summary.

FIRM

1. Central Florida Equipment Rentals, Inc.
2. Ric-Man International, Inc.
3. Maestre Construction, Inc.

STATUS

Compliant
Compliant
Compliant

SUMMARY:

1. Central Florida Equipment Rentals, Inc., a non-certified SBE-Con firm submitted the required Utilization Plan (UP) committing to utilize the following certified SBE-Con firms: Florida City Engineering Contractors, Inc. to perform Concrete Flatwork at 4.47%, Flotech Environmental, LLC., to perform Pipeline Sediment Removal work at 2.72%, and Palma Paving and Concrete, Inc. to perform Asphalt Paving work at 9.15% for a total of 16.34%. Each subcontractor confirmed their participation via the BMWS in agreement with the measure.

Central Florida Equipment Rentals, Inc. also submitted a Utilization Plan committing to utilize the following certified SBE-Goods firms: Chin Diesel, Inc., to provide Furnish Aggregates at 1.57%, and Corcel Corp. to provide Piping Materials at 11.05% for a total of 12.62%. Each subcontractor confirmed their participation via the BMWS in agreement with the measure.

Central Florida Equipment Rentals, Inc. has satisfied the contract's 16.34% SBE-Con and 12.60% SBE-Goods subcontractor goals and is in compliance with the overall Small Business measures established for this contract.

2. Ric-Man International, Inc., a non-certified SBE-Con firm submitted the required Utilization Plan (UP) committing to utilize the following certified SBE-Con firms: Jormak Equipment and Consulting, Inc. to perform

Lateral Installation and Sewer Connections work at 12.14% and Palma Paving and Concrete, Inc. to perform Trench Restoration, Milling and Resurfacing work at 4.20% for a total of 16.34%. Each subcontractor confirmed their participation via the BMWS in agreement with the measure.

Ric-Man International, Inc. also submitted a Utilization Plan committing to utilize Corcel Corp., a certified SBE-Goods firm, to provide Pipe and Appurtenances at 12.60%. The subcontractor confirmed its participation via the BMWS in agreement with the measure.

Ric-Man International, Inc. has satisfied the contract's 16.34% SBE-Con and 12.60% SBE-Goods subcontractor goals and is in compliance with the overall Small Business measures established for this contract

3. Maestre Construction, Inc., a certified SBE-Con firm submitted the required Utilization Plan (UP) committing to self-perform Piping work at 8.17%, and to utilize the following certified SBE-Con firms: Caruva, Inc. to perform Site Preparation at 1.55%, One Way Striping, Inc. to perform Striping work at 0.90%, Palma Paving and Concrete, Inc. to perform Paving and Concrete work at 1.20%, and Perez Borroto Construction, LLC., to perform Site Preparation work at 4.51% for a total of 16.34%. Each subcontractor confirmed their participation via the BMWS in agreement with the measure.

Maestre Construction, Inc. also submitted a Utilization Plan committing to utilize A & B Pipe and Supply, Inc., a certified SBE-Goods firm, to provide Pipe and Tube Fittings at 12.60%. The subcontractor confirmed its participation via the BMWS in agreement with the measure.

Maestre Construction, Inc. has satisfied the contract's 16.34% SBE-Con and 12.60% SBE-Goods subcontractor goals and is in compliance with the overall Small Business measures established for this contract.

Maestre Construction, Inc. also submitted an additional Utilization Plan (UP) committing to utilize Perez-Borroto, LLC., a certified SBE-Con firm, to perform Concrete work at 1% that represents an amount of \$39,829.00 to fulfill an SBE-Con Goal Deficit Make-Up requirement as listed on the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years. The subcontractor confirmed its participation via the BMWS in agreement with the measure.

SBD has verified that only Maestre Construction, Inc. is listed on the ***Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years*** with an open Small Business Enterprise Make-Up Plan violation. Please be reminded that SBD's review is specific to the SBE-Con and SBE-G&S Programs. The 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 Leonardo Mane, Compliance Officer 2, at (305) 375-3167.

c: Laurie Johnson, SBD

From: Galvez, Vivian (WASD) <Vivian.Galvez@miamidade.gov>

Sent: Tuesday, June 6, 2023 11:42 AM

To: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>

Cc: Curiel, Juan A. (WASD) <Juan.Curiel@miamidade.gov>; Munoz-Percy, Delcy (WASD) <Delcy.Munoz-Percy@miamidade.gov>

Subject: FW: S-16376 Bid Evaluation

Exhibit C

Good morning,

Paul, this project has been development in house, therefore we must do the evaluation. The bid prices were compared to the Construction Cost Estimate, in our opinion, the significant discrepancy in bid price may be due to several factors including:

- Mathematical Error in Engineer's Estimate
 - Items 008, through 013 shall be with a multiply by 10, therefore the Base Bid Cost will be \$10,896,00.00.
 - However, the low bidder will be 17% upper to the Construction Cost Estimated.
- The contract was procured while the design and dry-run permitting of the lateral sketches is on-going.
- Bidder don't have enough site details for an accurate estimate.
- The work shall be performed under different work orders.
- The Department reserves the right to either reduce quantities and/or delete elements of work while proceeding at the price bid.

The low bidder, Center Civil did not provide documentation demonstrating experience with the scope of work that was advertised in the Technical Specification, Section 1.01 Minimum Requirements of the Bidders. However, they have experience on replacement of main water distribution system and main sanitary sewer collection systems including gravity sewer services laterals with assemblies at Miami Beach, Key Largo, See attached document in PDF named Project Experience Center Civil Construction Florida. Formerly known as Central Florida Equipment.

On my opinion, they have the resource and experience working with Miami Dade County WASD and execute projects under South Florida environmental conditions. I believe the Center Civil will help to increase the pool of capable contractors bidding ours contracts.

From: Adams, Paul (WASD) <Paul.Adams@miamidade.gov>

Sent: Saturday, June 3, 2023 4:48 PM

To: Galvez, Vivian (WASD) <Vivian.Galvez@miamidade.gov>

Cc: Rodriguez, Jean-Marie (WASD) <Jean-Marie.Rodriguez@miamidade.gov>

Subject: S-16376 Bid Evaluation

Hello Vivian

Please see attached the bid submission from Central Civil, the apparent low bidder for S-16376. These are not all of the documents submitted with the bid, just the ones I thought you would need for the EOR evaluation.

Please let me know if you need anything else and provide your recommendation as soon as you are able to complete your review.

Paul

Paul F. Adams

Chief, Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Ave., Suite 107, Miami, Florida 33146
Office: (786) 552-8178 Cell: 786-863-9425

www.miamidade.gov/water



MDC012

THIS CONTRACT, made and entered into on the ____ day of _____, 2023, 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 Central Florida Equipment Rentals, Inc. d/b/a Central Civil Construction, party of the second part (hereinafter sometimes called "Contractor");

W I T N E S S E T H

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

Lateral Expansion Program – Contract No. S-16376

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Nineteen Million, Three Hundred and Ninety-Two Thousand, One Hundred and Sixty-One Dollars and Twenty-Five Cents (U.S. Dollars) \$ 19,392,161.25.**

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 Terms 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 Notice to Quote, the Instruction to Bidders, the Proposal, 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 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 his designee, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the Mayor or the Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11.D(1) Termination for Convenience.

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

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Contract – S-16376

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST:

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Attested by: _____
Deputy Clerk

By: _____
Mayor

Date

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

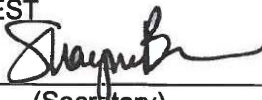
Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

Central Florida Equipment Rentals, Inc. d/b/a Central
Civil Construction

ATTEST



(Secretary)
Shayna M. Baer

(Print or type name)

By: 

(Signature of Officer)
Robert Murphy

(Print or type name)
PRESIDENT

(Official Title)
9030 NW 97th Terrace

Medley, FL 33178

(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.



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(4)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(4)
10-3-23

RESOLUTION NO. R-869-23

RESOLUTION AWARDING CONTRACT S-16376 TO CENTRAL FLORIDA EQUIPMENT RENTALS, INC. D/B/A CENTRAL CIVIL CONSTRUCTION WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$19,292,161.25 AND A TOTAL CONTRACT TERM OF 450 CALENDAR DAYS PLUS A 45 DAY CONTINGENCY ALLOWANCE FOR THE INSTALLATION OF SERVICE LATERALS AS PART OF THE LATERAL EXPANSION PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO UTILIZE THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE, SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, TO MANAGE CONTRACT S-16376; 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:

Section 1. Approves the foregoing recital and incorporates it into this resolution.

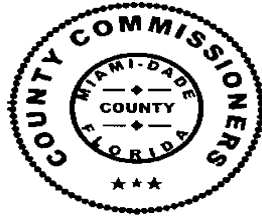
Section 2. Awards Contract S-16376 to Central Florida Equipment Rentals, Inc. d/b/a Central Civil Construction with a total contract amount not to exceed \$19,292,161.25 and a total contract term of 450 calendar days plus a 45-calendar day time contingency allowance for the installation of service laterals as part of the lateral expansion program, in substantially the form attached as Exhibit D to the accompanying memorandum.

Section 3. Authorizes the County Mayor or County Mayor's designee to: (a) 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 (b) execute the same and exercise the termination and other provisions contained therein.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, 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:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "D.A. Kerbel", written over a horizontal line.

Angela F. Benjamin
Dennis A. Kerbel