

Memorandum



Date: April 2, 2024

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

Agenda Item No. 8(O)(3)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-266-24

Subject: Resolution Approving Amendment Number One to Agreement No. 17PECEI001 for Engineering Design

Executive Summary

This item seeks approval from the Board of County Commissioners ("Board") to amend the Non-Exclusive Professional Services Agreement between Miami-Dade County ("County") and PE Consulting Engineering Inc. ("PE"), Agreement No. 17PECEI001, for Engineering Design and Related Services for the Design of Small Diameter Water and Wastewater Pipelines for the Water and Sewer Department's Wastewater and Water Collection, Transmission, and Distribution System ("Agreement"). The Agreement includes a total compensation amount of \$550,000 for a six-year term, with a two-year option-to-renew.

Amendment Number One to the Agreement ("Amendment") allows the County to exercise the two-year option-to-renew, which will extend the Contract term through June 7, 2026. The Amendment also increases the total compensation amount by \$110,000 for additional design services. The additional services encompass the design of 3,600 linear feet of sanitary sewer lines and the replacement of existing undersized water mains within the Green Technology Corridor ("Green Tech Corridor") Basin S-2. This sanitary sewer expansion will provide wastewater services to commercial and industrial properties currently served by septic tank systems.

Recommendation

It is recommended that the Board approve Amendment Number One to the Agreement to exercise the two-year option-to-renew, which will extend the Contract term through June 7, 2026 and will increase the total compensation amount by \$110,000. The increase in compensation will enable PE to perform additional design services for the Miami-Dade Water and Sewer Department ("WASD") to expand sanitary sewer service within the Green Tech Corridor. A copy of the Amendment is attached hereto as Exhibit "1."

Scope

The project is located in Commission District 2, which is represented by Commissioner Marleine Bastien.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor's designee shall have the authority to execute Amendment Number One to Agreement No. 17PECEI001 and to exercise all provisions contained therein.

Fiscal Impact/Funding Source:

The fiscal impact of the Amendment is \$110,000. The services to be performed pursuant to the Amendment will be funded from Fiscal Year 2023-24 Adopted Budget and Multi-Year Capital Plan projects:

- Commercial and Industrial Corridors - Extension of Sewer System (Connect to Protect) Program #967090, Page 83 (see Exhibit “2” attached hereto for additional financial detail).
- Small Diameter Water Mains Replacement Program #2000000072, Page 91 (see Exhibit “2” attached hereto for additional financial detail).

WASD Contract Monitor:

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

Background:

On July 2, 2013, the Board, via Resolution No. R-597-13, directed the County Mayor or County Mayor’s designee to provide a plan to extend sewer services to commercial and industrial areas.

On September 5, 2018, the Board, via Resolution No. R-846-18, ratified the actions of the County Mayor’s designee, as authorized under Section 2-8.2.12 of the Miami-Dade County Code (“WASD’s Accelerate Ordinance”), approving the Agreement with PE for Engineering Design and Related Services. These services were for the design of small diameter water and wastewater pipelines for WASD’s wastewater and water collection, transmission, and distribution system. PE was tasked with designing approximately 8,700 linear feet of gravity and water main piping, including manholes, laterals, and water services for commercial properties located in the Green Tech Corridor Basin S-2, Phase 1, on the east side of N.W. 27 Avenue.

In order to comply with the Board’s directive to provide sanitary sewer services to properties that are currently on septic tanks, WASD has now requested that PE provide additional design services, including design of 3,600 linear feet of 8-inch sanitary sewer and water main replacement located on N.W. 27 Avenue, following side streets, as shown on Attachment “A” to Exhibit “1”. Exercising the option-to-renew and authorizing an additional \$110,000 to the total compensation amount is the most cost-effective approach to completing the design for wastewater services to commercial properties in the Green Tech Corridor Basin S-2.

Approval of the Amendment will exercise the option-to-renew, which will extend the Agreement term from June 7, 2024 through June 7, 2026 and will increase the total compensation amount by \$110,000, from \$550,000 to \$660,000, to cover the additional design services.

Due Diligence/Safety Information

Pursuant to Resolution No. R-187-12, and in accordance with the Strategic Procurement Department’s guidelines, WASD conducted due diligence to determine PE’s responsibility. There were no adverse findings related to the responsibility of PE.

Small Business Enterprise Measures

On October 20, 2023, the Small Business Development Department (SBD) reviewed the Amendment for contract compliance and determined that PE was in compliance. The Agreement was awarded with an SBE Architecture and Engineering Set-Aside Measure. The SBD Memorandum is attached hereto as Exhibit "3."

A copy of the original Agreement is available upon request from the WASD Intergovernmental Affairs Division.



Jimmy Morales
Chief Operations Officer

Exhibit 1

**AMENDMENT NUMBER ONE
TO
NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT FOR
ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN
OF SMALL DIAMETER WATER AND WASTEWATER PIPELINES FOR
THE WATER AND SEWER DEPARTMENT'S WASTEWATER
AND WATER COLLECTION, TRANSMISSION AND DISTRIBUTION SYSTEM
BETWEEN MIAMI-DADE COUNTY
AND
PE CONSULTING ENGINEERING INC
PROJECT NO. E17-WASD-01; AGREEMENT NO: 17PECEI001**

This AMENDMENT NUMBER ONE made and entered into this _____ day of _____, 20__ ("Effective Date"), by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and PE CONSULTING ENGINEERING INC., a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County (hereinafter, the "ENGINEER," and collectively with the COUNTY, the "Parties").

W I T N E S S E T H

WHEREAS, on July 2, 2013, the Board, via Resolution No. R-597-13, directed the County Mayor or County Mayor's designee to provide a plan to extend sewer services to commercial and industrial areas; and

WHEREAS, on September 5, 2018, the Board of County Commissioners ("Board"), via Resolution No. R-846-18, ratified the actions of the County Mayor's designee, as authorized under Section 2-8.2.12 of the Miami Dade County Code, approving a Non-Exclusive Professional Services Agreement with the ENGINEER to provide Engineering Design and Related Services for the Design of Small Diameter Water and Wastewater Pipelines for the Water and Sewer Department's ("WASD's") Wastewater and Water Collection, Transmission and Distribution System, Project No. E17-WASD-01, Agreement No: 17PECEI001 (the "Agreement"), with a total compensation amount of \$550,000, including a ten percent (10%) contingency allowance, for six (6) year term with one (1) two (2) year option-to-renew ("OTR"); and

WHEREAS, the ENGINEER was tasked with designing approximately 8,700 linear feet of gravity sewer and watermain piping, including manholes, laterals and water services, to commercial properties located in the Green Tech Corridor Basin S-2, Phase 1, East side of NW 27 Avenue; and

WHEREAS, in furtherance of the Board's directive, WASD has now requested the ENGINEER to provide additional design services, including the design of 3,600 liner feet of 8-inch sanitary sewer and a watermain replacement on NW 27 Avenue following side streets, as shown on Exhibit "A" attached hereto; and

WHEREAS, the ENGINEER agrees to continue to provide engineering services to the County; and

WHEREAS, through Amendment Number One, the County hereby exercises the two (2) year OTR, thereby moving the current expiration date from June 7, 2024 to June 7, 2026; and

WHEREAS, through Amendment Number One, the County will also increase the total Agreement amount by \$110,000, thereby increasing the Contract award from \$550,000 to \$660,000; and

WHEREAS, Amendment Number One is the most cost-effective approach to complete the design services for the wastewater collection, transmission and water distribution system expansion Green Tech Corridors Basin S-2, Phase 1, Eastside of 27 Avenue located along intersecting streets East and West of NW 27 Avenue from NW 83 Street to NW 88 Street,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and the ENGINEER. hereby agree to the following:

1. Section 11 of the Agreement is hereby modified to state as follows:

11.D. The total of all payments to the ENGINEER pursuant to this AGREEMENT shall not exceed six hundred sixty thousand dollars (\$660,000.00), inclusive of the original contingency allowance of \$50,000, which was already utilized. No minimum amount of compensation is guaranteed to the ENGINEER. Maximum Compensation may not be increased for the entire duration of the AGREEMENT without approval by the County Mayor or County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

11.E. CONTINGENCY ALLOWANCE ACCOUNT: There is no contingency allowance account under this Amendment Number One.

2. Section 25 of the Agreement is modified to state as follows:

25. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect until June 7, 2026. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to, indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Section 11 herein.

The Parties agree that the County has exercised the two (2) year OTR and that all work performed under the Agreement for this renewal term shall be performed under the same terms and conditions provided in the Agreement.

3. All terms, covenants and conditions of the Agreement not expressly modified or revised herein shall remain in full force and effect.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number One by having the same signed by their duly authorized representatives, the day and year first written above.

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER

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

By: _____
Deputy Clerk Signature

By: _____
County Mayor

Print Name _____

Date: _____

ATTEST:

By: _____
Signature

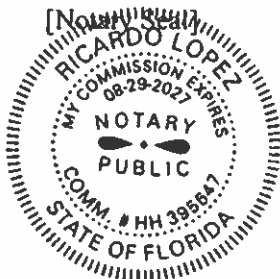
_____, Secretary
Print Name

PE CONSULTING ENGINEERING INC
(CORPORATE SEAL)

By: _____
Signature 2013
_____, President
Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1ST day of DECEMBER, 2022 by GEORGE MARRONS, as President, and _____, as Secretary, _____, a _____, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.



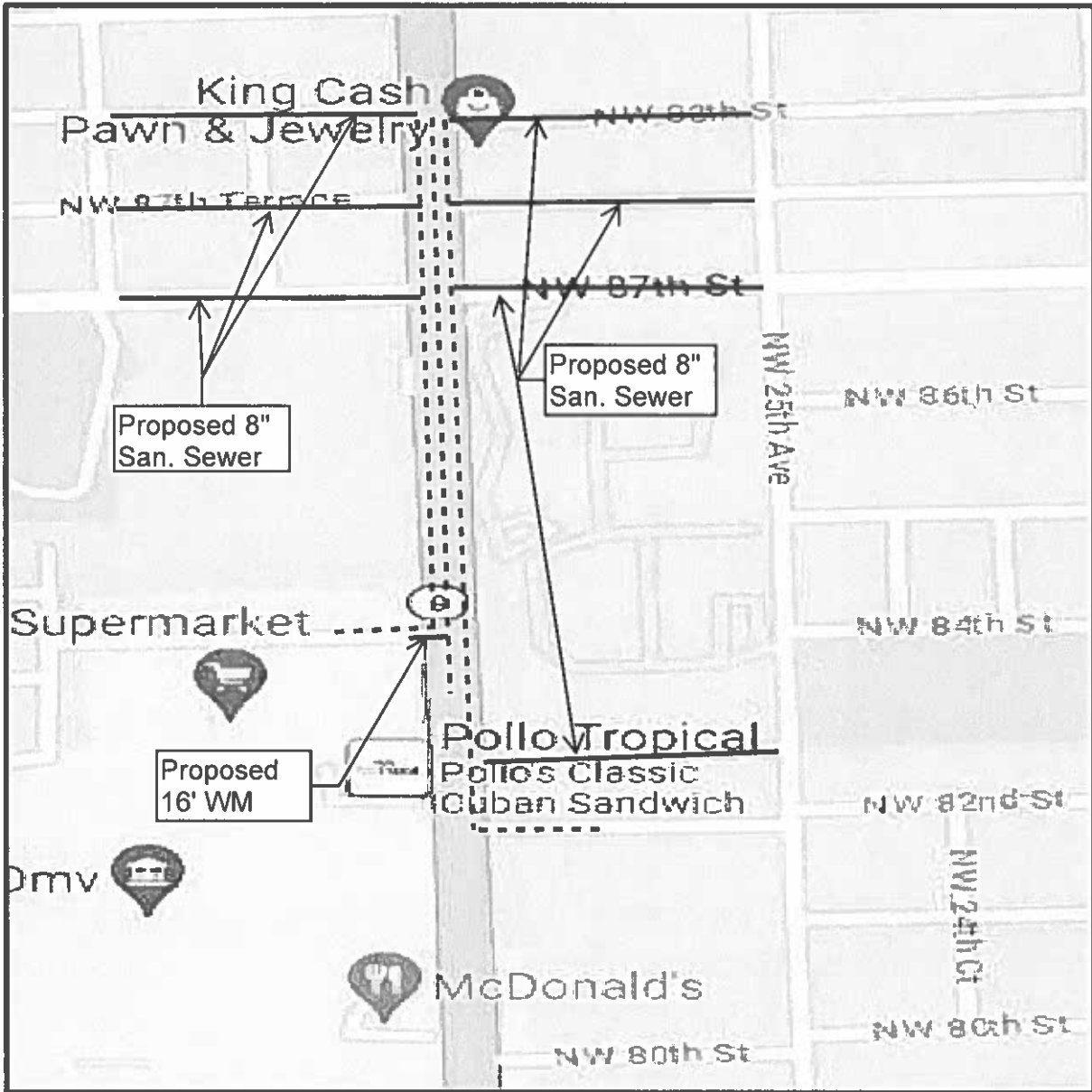
(Signature of person taking acknowledgment)

RICARDO LOPEZ
(Name typed, printed or stamped)

Approved for Legal Sufficiency:

Assistant County Attorney

EXHIBIT "A"



**NEW LATERALS SHOWN IN GREEN AT: NW 88 ST (E & W), NW 87 TER (E & W), NW 87 ST (E), NW 83 ST (E).
LENGTH VARIES EXTEND TO NEXT CROSS STREET.**

EXTEND WATER LINE SHOWN IN BLUE AT NW 84 ST (W)

FY 2023-24 Proposed Budget and Multi-Year Capital Plan

COMMERCIAL AND INDUSTRIAL CORRIDORS - EXTENSION OF SEWER SYSTEM (CONNECT TO PROTECT)

PROGRAM #: 967090



DESCRIPTION: Extend sewer service to developed commercial and industrial corridors in Miami-Dade County as per BCC Resolution R-537-14

LOCATION: Various Sites
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
BBC GOB Financing	38,963	22,957	23,502	22,579	13,868	4,131	0	0	126,000
TOTAL REVENUES:	38,963	22,957	23,502	22,579	13,868	4,131	0	0	126,000
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	33,573	19,515	19,900	19,182	11,787	3,511	0	0	107,468
Planning and Design	5,390	3,442	3,602	3,397	2,081	620	0	0	18,532
TOTAL EXPENDITURES:	38,963	22,957	23,502	22,579	13,868	4,131	0	0	126,000

CONSENT DECREE: SEWER PUMP STATION PROJECTS

PROGRAM #: 964440



DESCRIPTION: Design, construct and rehabilitate pump stations infrastructure systems to comply with the Federal EPA Consent Decree

LOCATION: Systemwide
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Future WASD Revenue Bonds	0	256	104	0	0	0	0	0	360
WASD Revenue Bonds Sold	58,909	0	0	0	0	0	0	0	58,909
TOTAL REVENUES:	58,909	256	104	0	0	0	0	0	59,269
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	57,142	248	101	0	0	0	0	0	57,491
Planning and Design	1,767	8	3	0	0	0	0	0	1,778
TOTAL EXPENDITURES:	58,909	256	104	0	0	0	0	0	59,269

FY 2023-24 Proposed Budget and Multi-Year Capital Plan



The Department's FY 2023-24 Proposed Budget and Multi-Year Capital Plan includes a countywide program to provide sanitary sewer service to residents with septic systems; compromised and failing septic systems can cause negative impacts on private properties, pose public health risks, and have long-lasting detrimental effects on our natural resources including Biscayne Bay; the Connect to Protect project encompasses the expansion of the sanitary sewer system to remove septic systems through the General Obligation Bond Commercial Corridors Septic-to-Sewer Project; installation of public sewer laterals; private side connections; and the Ojus Special Benefit Area project



The Department's FY 2023-24 Proposed Budget and Multi-Year Capital Plan includes the purchase of 165 vehicles (\$13.079 million) for the replacement of its aging fleet to include 102 for heavy fleet vehicles (\$9.532 million, 20 for light fleet vehicles (\$820,000), and 43 for trailers and other specialty fleet vehicles (\$2.727 million) funded with Wastewater Renewal Funds; the fleet replacement plan will provide operational savings to the Department in the long-term as it will reduce maintenance costs, fuel consumption and overtime as a result of addressing equipment failure; the County's fleet replacement plan is included under Non-Departmental capital program #2000000511

SELECTED ITEM HIGHLIGHTS AND DETAILS

Line-Item Highlights	(dollars in thousands)				
	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Projection FY 22-23	Proposed FY 23-24
Advertising	629	800	810	641	838
Fuel	7,742	12,849	8,938	14,563	13,858
Overtime	19,167	24,112	20,353	24,847	22,347
Rent	258	210	462	386	440
Security Services	12,448	12,125	12,896	13,326	13,042
Temporary Services	1,177	442	1,409	1,119	376
Travel and Registration	13	121	193	185	147
Utilities	44,529	50,412	52,941	58,969	56,945

Proposed

Fee Adjustments	Current Fee FY 22-23	Proposed Fee FY 23-24	Dollar Impact FY 23-24
• Wastewater Retail Rate Adjustments	various	various	\$15,062
• Wastewater Wholesale Rate per one thousand gallons	\$3.7422	\$3.9414	\$436
• Water Retail Rate Adjustments	various	various	\$14,585
• Water Wholesale Rate per one thousand gallons	\$1.9273	\$2.1130	\$400
• Certificate of Use (CU) Upfront Fee	N/A	\$75	\$540

Memorandum



Date: October 20, 2023

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

From: Gary T. Hartfield, Director
Office of Small Business Development

A handwritten signature in black ink, appearing to read "G. Hartfield".

Subject: Project No. E17-WASD-01, Engineering Design and Related Services for the Design of Small Diameter Water and Wastewater Pipelines for the Water and Sewer Department's Wastewater and Water Collection, Transmission and Distribution System. (17PECEI001) - Amendment Number One

Amendment Number One to Project No. E17-WASD-01 (17PECEI001) was submitted to the Office of Small Business Development to review for application of Small Business Enterprise (SBE) measures. The contract was awarded with a SBE - Architectural and Engineering (SBE-A/E) Set-Aside measure which will remain the same. Amendment Number One increases the amount of the contract and extends the time. The prime, PE Consulting Engineering, Inc. is in compliance with the SBE-A/E Set-Aside measure.

Please contact Alice Hidalgo-Gato, SBD Section Chief, at (305) 375-3153 if additional information is needed.

c: Marisela Aranguiz, Deputy Director, WASD
 Juan Curiel, Chief, Assistant Director of Utility Construction, WASD
 James Ferguson, Assistant Director, Planning and Regulation, WASD
 Nelson Perez, Assistant Director, Utility Engineering, WASD
 Laura Verdaguer, Legislative and Municipal Affairs Special Assistant, WASD
 Margaret Moss, Chief, Small Business Initiatives, WASD
 Edith Brown, Chief, Contract Compliance Division, WASD
 Patty Palomo, Chief, Intergovernmental Affairs, WASD
 Mike Ramos, Manager A&E Professional Services, WASD
 Donna Palmer, SPA1, WASD
 SBD Section Chiefs



MEMORANDUM

(Revised)

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

DATE: April 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(3)

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)(3)
4-2-24

RESOLUTION NO. _____ R-266-24

RESOLUTION APPROVING THE EXECUTION OF AMENDMENT NUMBER ONE TO NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NO. 17PECEI001, PROJECT NO. E17-WASD-01, ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF SMALL DIAMETER WATER AND WASTEWATER PIPELINES FOR THE WATER AND SEWER DEPARTMENT'S WASTEWATER AND WATER COLLECTION, TRANSMISSION AND DISTRIBUTION SYSTEM, BETWEEN MIAMI-DADE COUNTY AND PE CONSULTING ENGINEERING, INC., WHICH INCREASES THE AGREEMENT BY AN AMOUNT NOT TO EXCEED \$110,000.00 FOR A TOTAL MODIFIED AGREEMENT AMOUNT OF \$660,000.00 AND EXERCISES THE AGREEMENT'S TWO-YEAR OPTION TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of Amendment Number One to Non-Exclusive Professional Services Agreement No. 17PECEI001, Project No. E17-WASD-01, Engineering Design and Related Services for the Design of Small Diameter Water and Wastewater Pipelines for the Water and Sewer Department's Wastewater and Water Collection, Transmission and Distribution System, between Miami-Dade County and PE Consulting Engineering, Inc., in substantially the form attached to the accompanying memorandum as Exhibit "1," which increases the Agreement's total compensation by an amount not to exceed \$110,000.00 for a total modified agreement amount of \$660,000.00

and exercises the Agreement's two-year option to renew, thereby extending the Agreement's term to June 7, 2026. The Board also authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in such Amendment Number One.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Kevin Marino Cabrera** 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 the resolution duly passed and adopted this 2nd day of April, 2024. 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.

SED

Sarah E. Davis