

Memorandum



Date: October 1, 2024

Agenda Item No. 8(O)(2)

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

From: Daniella Levine Cava
Mayor

Resolution No. R-863-24

Subject: Resolution Approving Amendment Number Two to Agreement No. 17BLVE005 for Design Services for Wastewater Treatment Plants Related to the Ocean Outfall Legislation Projects

EXECUTIVE SUMMARY

This item seeks approval from the Board of County Commissioners (the "Board") to amend a Non-Exclusive Professional Services Agreement between Miami-Dade County (the "County") and Black & Veatch Corporation ("Black & Veatch"), Agreement No. 17BLVE005 (the "Agreement"), for the provision of engineering design and related services for the Water and Sewer Department's ("WASD") wastewater treatment plants related to the Ocean Outfall Legislation ("OOL") Projects. The Agreement includes a total compensation amount of \$33,000,000, including a ten percent (10%) contingency allowance for a five (5) year contract term with two (2) five (5) year options-to-renew ("OTR").

The OOL Program was created from a 2008 state-wide directive to reduce the practice of discharging wastewater into the ocean using existing ocean outfalls by 2025. WASD continues to accelerate its infrastructure improvement projects to comply with mandated regulatory programs, as well as to invest in system betterments to address aging infrastructure and futureproofing. The Department invested more than \$599 million to upgrade the County's water and sewer infrastructure during fiscal year 2022-2023, which surpassed the previous year's historic execution rate of \$557 million. Such investments are paramount for continuing reliable and resilient water and sewer services to support the health and safety of our community, as well as our water resources, including Biscayne Bay.

Moreover, upon receiving Mayor Levine Cava's challenge to reanalyze, collaborate, and explore alternative options and establish a comprehensive water reuse strategy, the County's water professionals identified an innovative approach to increase the County's water reuse commitment from 15 million gallons per day ("MGD") to more than 100 MGD, making WASD the number one utility in the State of Florida for industrial reuse. This approach to implement industrial water reuse is based on the use of Effluent Energy Recovery Systems, where treated wastewater effluent will be used to provide cooling to buildings and energy-intensive processes at the three wastewater treatment plants. In addition, the project will also incorporate renewable energy sources such as solar panels.

Amendment Two (the "Amendment") to the Agreement increases the total compensation amount by \$8,000,000 for additional engineering design services for the development of the industrial water reuse strategy based on the Effluent Energy Recovery Systems. The Effluent Energy Recovery System has been approved by the Florida Department of Environmental Protection ("FDEP") and is necessary to comply with the OOL. The OOL requires that WASD to implement 117.5 MGD of technically, environmentally, and economically feasible reuse capacity, which represents 60 percent (60%) of the baseline outfall flows as defined in the statute. With the implementation of the new industrial reuse strategy, Miami-Dade would be over 100% compliant for the OOL's reuse component, a remarkable achievement considering its current status of 12% compliance.

RECOMMENDATION

It is recommended that the Board approve the Amendment, which increases the compensation amount by \$8,000,000 and brings the total Contract amount up from thirty-three million dollars (\$33,000,000) to forty-one million dollars (\$41,000,000). The increase in compensation will enable Black & Veatch to perform additional engineering services for WASD to implement the use of an Effluent Energy Recovery System, which will make the County compliant with the OOL. A copy of the Amendment is attached hereto as Exhibit “1”.

SCOPE

The scope of services to be provided by Black & Veatch involves engineering services at the following locations:

1. Central District Wastewater Treatment Plant located at 3989 Rickenbacker Causeway, Miami, Florida 33160 in Commission District 7, which is represented by Commissioner Raquel A. Regalado;
2. North District Wastewater District Plant located at 2575 NE 156 St., North Miami, Florida, 33160 in Commission District 4, which is represented by Commissioner Micky Steinberg; and
3. South District Wastewater Treatment Plant located at 8950 SW 232 St., Miami, Florida 33190 in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Delegation of Authority

Upon approval of this item, the County Mayor or County Mayor’s designee shall have the authority to execute the Amendment to Agreement No. 17BLVE005 and to exercise all provisions contained therein.

FISCAL IMPACT / FUNDING SOURCE:

The fiscal impact of the Amendment is \$8,000,000. The services to be performed pursuant to this Amendment will be funded from Project No. 962670-Ocean Outfall Legislation Program, page 87 in the FY2023-24 Adopted Budget and Multi-Year Capital Plan.

TRACK RECORD/MONITOR:

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

BACKGROUND:

The OOL requires all southeast Florida utilities using ocean outfalls for disposal of treated wastewater to reduce the normal use of ocean outfalls, reduce nutrient discharges, and reuse 60 percent of the baseline wastewater flow by 2025. To meet the reuse requirements, the County and Black & Veatch identified an innovative industrial reuse strategy that has been approved by the FDEP. The Effluent Energy Recovery System will provide the County with the ability to meet and supersede the OOL reuse requirements. To meet the OOL deadline, the County requested that Black & Veatch continue to provide engineering design services for the OOL projects and the design and implementation of the Effluent Energy Recovery System at the WWTPs. The strategy will also incorporate renewable energy sources, including solar panels.

On July 18, 2017, the Board, via Resolution No. R-732-17, 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 Black & Veatch for engineering and related design services for WWTPs related to the OOL Projects. On February 3, 2022, the County Mayor’s designee exercised the first five (5) year OTR, which extended the Agreement from April 26, 2022 to April 26, 2027.

Approval of the Amendment increases the total compensation amount by \$8,000,000 from \$33,000,000 to \$41,000,000 to cover additional engineering services, including preparation of design plans and specifications as well as engineering services during construction for the Energy Effluent Recovery Systems at the WWTPs.

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 Black & Veatch's responsibility. There were no adverse findings related to the responsibility of Black & Veatch.

Small Business Enterprise Measures

On April 20, 2024, the Office of Small Business Development ("SBD") reviewed the Amendment for application of Small Business Enterprise ("SBE") measures and compliance with Resolution No. R-1001-15. The Agreement was awarded with a 20% SBE-A/E goal and a 4% SBE-Goods and Services goal, which will continue to be applied to the Amendment.

SBD determined that Black & Veatch is not in compliance with Resolution No. R-1001-15; however pursuant to Resolution No. R-1001-15, in order to address its failure to meet the SBE measures by the time approval of an Amendment for additional compensation is submitted to the Board, Black & Veatch may explain: (i) the circumstances as to why the goal(s) was not achieved, (ii) steps taken by the Consultant and WASD to meet the goal(s), and (iii) how the SBE measures will be achieved through the Amendment. Attached as Exhibit "2" is SBD's memorandum concerning Black & Veatch's compliance with the SBE measures as well as Black & Veatch's letter explaining how it intends to comply with the SBE goal requirements going forward.

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

Attachments



Jimmy Morales
Chief Operating Office

EXHIBIT 1

**AMENDMENT NUMBER TWO
TO
NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT FOR
DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS
RELATED TO THE OCEAN OUTFALL LEGISLATION PROJECTS
BETWEEN MIAMI-DADE COUNTY
AND
BLACK & VEATCH CORPORATION
AGREEMENT NO. 17BLVE005, PROJECT NO. E16-WASD-03**

This AMENDMENT NUMBER TWO made and entered this _____ day of _____ 20__, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and BLACK & VEATCH CORPORATION, a Delaware 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 the Miami-Dade Water and Sewer Department ("WASD") operates and maintains the COUNTY'S water and sewer utility systems; and

WHEREAS, the State of Florida has enacted legislation requiring utilities that own and operate ocean outfall for secondary effluent disposal to meet reuse and nutrient reduction requirements as established by the Ocean Outfall Legislation by no later than 2025; and

WHEREAS, on July 18, 2017, the Board of County Commissioners via Resolution No. R-732-17 ratified the approval of a Non-Exclusive Professional Services Agreement with Black & Veatch Corporation to provide Design Services for Central, North and South Wastewater Treatment Plants ("WWTP") related to the Ocean Outfall Legislation Projects, Project No. E16-WASD-03, Agreement No. 17BLVE005 (the "Agreement"); and

WHEREAS, the Agreement has a total compensation amount of \$33,000,000, including a ten percent (10%) contingency allowance, and a five (5) year contract term with two (2) five (5) year options-to-renew (OTR), which may be exercised by the County Mayor or the County Mayor's designee; and

WHEREAS, on February 2, 2022, the County Mayor's designee exercised the first five (5) year OTR, which extended the Agreement from April 26, 2022 to April 26, 2027; and

WHEREAS, the Agreement has a remaining balance of \$2,600,658.68; and

WHEREAS, WASD in conjunction with Black & Veatch identified an innovative industrial water reuse strategy based on the use of Effluent Energy Recovery Systems to provide cooling to buildings and recycling at the WWTP to increase the energy efficiency of the plants; and

WHEREAS, this strategy is projected to increase daily water reuse from 15 million gallons per day to over 100 million gallons per day and will position WASD as the leading utility in Florida for industrial reuse; and

WHEREAS, in order to implement this project and meet the OOL deadlines, the County requested that Black & Veatch continue to provide engineering design services related to the OOL projects and also work on design of the Effluent Energy Recovery System at the WWTP; and

WHEREAS, additional monies are necessary for Black & Veatch to continue to provide engineering design services; and

WHEREAS, through Amendment Number Two, the County will increase the total Agreement amount by eight million dollars (\$8,000,000), thereby increasing the total contract amount from thirty-three million dollars (\$33,000,000) to forty-one million dollars (\$41,000,000); and

WHEREAS, Amendment Number Two is the most cost-effective approach to meet the OOL compliance deadlines,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the County and Black & Veatch Corporation hereby agree to the following:

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

11.D. The total of all payments to the ENGINEER pursuant to this AGREEMENT shall not exceed forty-one million dollars (\$41,000,000.00), inclusive of the original contingency allowance of three million dollars (\$3,000,000.00), 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: No additional monies are being added to the Contingency Allowance Account through this Amendment Number Two.

2. 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 Two 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: Andrea C. Bernica
Signature



BLACK & VEATCH CORPORATION
(CORPORATE SEAL)

By: Rafael E. Franks
Signature

Andrea C. Bernica, Assistant Secretary
Print Name

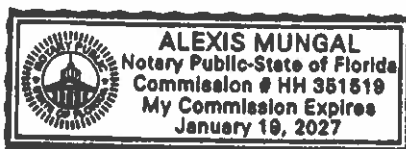
Rafael E. Franks, Vice President
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of May, 2024 by Rafael E. Franks, as President, and Andrea C. Bernica, as Secretary, a, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Alexis Mungal
(Signature of person taking acknowledgment)



Alexis Mungal
(Name typed, printed or stamped)

HH 351519

Approved for Legal Sufficiency:

Assistant County Attorney

Amendment Number Two
Agreement No. 17BLVE005

Page 3 of 3

MDC006

EXHIBIT 2

Memorandum



Date: April 30, 2024

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

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

Subject: Project No. E16-WASD-03_0002: NF-Design Services for Wastewater Treatment Plants Related to the Outfall Legislation Projects between Miami-Dade County and Black & Veatch Corporation, Agreement No. 17BLVE005.

Amendment Number Two to Project No. E16-WASD-03_0002 (17BLVE005) was reviewed for application of Small Business Enterprise (SBE) measures and compliance with Resolution R-1001-15. Amendment No. Two increases the time and contract value. The Contract was awarded with a 20% SBE-Architectural and Engineering (SBE-A/E) goal and a 4% Small Business Enterprise – Service (SBE-S) goal which will apply to Amendment Number Two.

The contract was reviewed for compliance with the 20% SBE-A/E and 4% SBE-S goals. Resolution No. R-1001-15 requires 85% of the SBE goal applicable to the portion of the contract work performed to date be met before the Board of County Commissioners (BCC) considers a change order/amendment. The prime contractor, Black & Veatch Corporation (Black & Veatch), has performed/requisitioned \$25,606,773 requiring the SBE-A/E firms to have performed \$4,353,151 and SBE-S firm to have performed \$870,630 for compliance with Resolution R-1001-15. To date, the SBE-A/E firms on the project have performed \$4,152,705.61 and the SBE-S firm has performed \$439,735. As such, Black & Veatch is not in compliance with Resolution No. R-1001-15.

Persuant to Resolution No. R-1001-15, items with small business measures which failed to meet this minimum threshold and equivalent percentage must clearly explain (i) the circumstances as to why the goal(s) was not achieved, (ii) steps taken by the prime contractor(s) and the contracting department to meet the goal(s), and (iii) how the small business goal(s) will be achieved in the change order or contract amendment, or the proposed change order or contract amendment be considered by the Board for approval. Attached is Black & Veatch's reply dated April 23, 2024. On April 29, 2024, the Water & Sewer Department (WASD) replied they believe Black & Veatch's explanation is reasonable and they concur with their approach for goal compliance. For additional information, please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153.

Enclosures: WASD April 29, 2024 and Black & Veatch April 12, 2024 E-Mails

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 Verdager, 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
Jose A. Gonzalez, Contract Compliance, WASD
Donna Palmer, SPA1, WASD
SBD Section Chiefs

Hidalgo-Gato, Alice (SBD)

From: Alice.Hidalgo-Gato@miamidade.gov
Subject: FW: SIGNATURE REQUEST: Addendum No.2 E16-WASD-03_0002: NF-DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE OCEAN OUTFALL LEGISLATION PROJECTS

From: Aranguiz-Cueto, Marisela (WASD) <Marisela.Aranguiz-Cueto@miamidade.gov>
Sent: Monday, April 29, 2024 11:55 AM
To: Hidalgo-Gato, Alice (SBD) <Alice.Hidalgo-Gato@miamidade.gov>; Palomo, Patty D. (WASD) <Patty.Palomo@miamidade.gov>
Cc: Fernandez, Carlos (SBD) <Carlos.Fernandez2@miamidade.gov>; Selah, Samira (SBD) <Samira.Selah@miamidade.gov>; Ferguson, James (WASD) <James.Ferguson@miamidade.gov>; Perez-Jacome, Nelson L. (WASD) <Nelson.Perez-Jacome@miamidade.gov>
Subject: RE: SIGNATURE REQUEST: Addendum No.2 E16-WASD-03_0002: NF-DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE OCEAN OUTFALL LEGISLATION PROJECTS

Alice,

We completed our review of the information submitted by Black & Veatch and we believe their explanation is reasonable.

Therefore, we concur with the approach.

Let us know if you need anything else from WASD.

Thanks.
Marisela

Marisela J. Aranguiz-Cueto, P.E.
Deputy Director
Miami-Dade Water and Sewer Department
3071 SW 38th Avenue, Miami, FL 33146
E. marisela.aranguiz@miamidade.gov
O. 786-552-8894
www.miamidade.gov/water
Connect With Us on [Twitter](#) | [Facebook](#)



From: Burbano, Arturo <BurbanoA@bv.com>
Sent: Friday, April 12, 2024 8:00 AM
To: Fernandez, Carlos (SBD) <Carlos.Fernandez2@miamidade.gov>
Cc: Selah, Samira (SBD) <Samira.Selah@miamidade.gov>; Velez, Melissa <VelezM@bv.com>; Botero, Lucas <BoteroL@bv.com>
Subject: RE: SIGNATURE REQUEST: Addendum No.2 E16-WASD-03_0002: NF-DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE OCEAN OUTFALL LEGISLATION PROJECTS

Good morning Mr. Fernandez,

Thank you for your message. Please find below the responses to each of your questions:

- **The circumstances as to why the goals were not achieved.**
 - Several reasons for this situation have been discussed in the past with ISD during contract audits. **The main reasons have been the specific nature of the requested work and its correlation to the capabilities and availability of the SBEs in our team.** Note that the TAs received by Black & Veatch (BV) have been directly assigned by the OOL Program Manager (as opposed to being selected by us), and in multiple cases their scopes of work have differed from the initial concepts presented during the proposal phase.
 - For example, the very first project (TA-01) was Project ST-2D (Electrical Distribution Building at the South District WWTP). This was a very complex electrical generation project that required extensive participation of highly specialized electrical resources that the SBEs did not have available. This project ended becoming a landmark for WASD, as it defined their energy management approach to be implemented in all facilities.
 - Additionally, during this same project one of our key SBEs (FR Aleman) dropped out from consideration for subsequent work (civil design) due to availability issues, which lowered the overall SBE-A/E allocation. However, we have caught up on this allocation issues on the subsequent TAs.
 - Other examples of issues due to the changes in the nature of the work vs. capabilities and availability of the SBEs in our team would include:
 - Value Engineering (VE) services were required at the beginning of the OOL contract. However, these services were removed from all the TAs after the contract was awarded. VE services were intended for specific SBEs in our team such as C Solutions (which have qualified VE professionals on staff), but the removal of these services caused a decrease on the SBE allocation we initially estimated.
 - WASD pursued surveying services using their internal contracts, which affected the SBEs originally allocated to complete this work (FR Aleman)
 - The initial RFP of this contract called for Environmental Services, for which reason we included E Sciences in our team (now RES Florida Consulting, LLC). However, when the actual TAs were received, these services were removed from the scope. This is the reason why we haven't been able to allocate work to this particular SBE.
 - Of particular importance is the discussion of MAGBE Consulting Services, the only SBE-S in our team. The RFP suggested the need for public outreach services in relation to the new projects to be developed as part of the OOL contract. However, and similar to the above cases, once the actual TAs were developed, these services were removed from the scope of work. This posed a challenge, as we relied on MAGBE to cover the SBE-S goal.
- **Steps taken by the prime contractor and the contracting department to meet the goals.**
 - BV is actively working to meet the SBE goals. Below is the analysis of the current situation:
 - The numbers presented in your message reflect that the **current payments to SBEs are 13.4% for SBE-A/E and 1.4% for SBE-S**, which are indeed below the 20% and 4% goals, respectively. This is the current status of SBE payments at a time when 90.7% of the total contract has been allocated (\$29.9M out of \$33M)

- However, when the **allocated contracted fees for SBEs** are taken into account (as opposed to the current payments), the allocation for SBE-A/E increases to \$5,177,433 (17.3%) and for SBE-S to \$736,983 (2.5%), which are much closer to the target values. This is the current status of the contract, as these total values will be provided to the SBEs once their ongoing work comes to an end per their scopes of work (there are several projects still in design phase, while others are in construction phase)
 - Given the remaining funds in the contract amount to \$3,064,149, our plan was to complete additional Task Authorizations (TA) to cover the remaining SBE allocations (SBE-A/E \$1,422,567 and SBE-S \$583,017) to get to the desired targets. The total remaining allocation for SBEs amounts to \$2,005,584, which is feasible to allocate within the remaining \$3M budget. **This was the plan to meet the goals under the original contract.**
- Specific actions we have undertaken to meet the goals included the following:
 - Continuous forecasting of upcoming TAs to make sure the budgets include sufficient SBE allocations that keep the final target under consideration at all times.
 - Completed the incorporation of an additional SBE-A/E into the team (Metco Southeast), a very experienced electrical SBE. The process was completed with the approval of WASD and ISD/SBD, precisely to help BV to increase our SBE allocation. BV de-scoped a significant amount of electrical work from our initial scope of work. This process is greatly helping to catch up with the targets.
 - Considering there were still issues with SBE work that was initially assumed but did not materialize (environmental for example), we are actively covering that gap by assigning additional scope to other SBEs in the team (e.g., C Solutions, Fraga), which have pushed them over their initial individual targets.
 - In the case of MAGBE, and considering the public outreach work has a low likelihood to occur in future TAs, we are making use of other certifications they have under their SBE registration. Specifically, categories such as “consulting” have opened an opportunity to allocate scope of work to MAGBE in areas such as document control and services during construction support. We foresee this arrangement will allow us to meet the SBE-S target goal by the end of the contract.
- **How the small business goals will be achieved in the contract amendment, or the contract amendment cannot be considered by the Board for approval.**
 - The SBE goals will remain as a top priority for BV during the contract amendment. The same “specific actions” mentioned above, which have helped us to move our numbers in the right direction will be implemented during the work to be conducted as part of the contract amendment.
 - Considering these strategies were effective with the original contract, it is plausible to assume they will be also effective to meet the goals of the amended contract. We have a good idea of several TAs that may become part of this amendment, and when running preliminary SBE allocation numbers for these, the results indicate that meeting the target SBE-A/E and SBE-S allocation should be feasible.

Hope the above clarifies your questions, but I am more than happy to discuss further as you see it pertinent. Thank you again for your consideration.

Best regards,

Arturo Burbano, Ph.D., PE, MBA
 Black & Veatch | (305) 570-7501
BurbanoA@bv.com



MEMORANDUM

(Revised)

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

DATE: October 1, 2024

FROM: 
Glen 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 ____, majority plus one ____, 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) ____, 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)
10-1-24

RESOLUTION NO. R-863-24

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NUMBER TWO TO A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BLACK AND VEATCH CORPORATION FOR ENGINEERING DESIGN AND RELATED SERVICES AT THE CENTRAL, NORTH AND SOUTH DISTRICT WASTEWATER TREATMENT PLANTS RELATED TO THE OCEAN OUTFALL LEGISLATION PROJECTS, WHICH ADDS \$8,000,000.00 TO THE TOTAL COMPENSATION, THEREBY INCREASING THE CONTRACT AWARD FROM \$33,000,000.00 TO \$41,000,000.00; 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 hereby approves, and authorizes the execution of, Amendment Number Two to a Non-Exclusive Professional Services Agreement between Miami-Dade County and Black and Veatch Corporation for engineering design and related services at the Central, North and South District Wastewater Treatment Plants related to the Ocean Outfall Legislation Projects, in substantially the form attached to the accompanying memorandum as Exhibit 1. Amendment Number Two increases the total compensation for the Contract by \$8,000,000.00, thereby bringing the total Contract award up from \$33,000,000.00 to \$41,000,000.00. The Board also hereby authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Sen. René García**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of October, 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