

Memorandum



Date: March 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Resolution No. R-239-25

Subject: Award Recommendation for Contract No. S-16030R, Upgrade of Pump Station 0300

Executive Summary

This memorandum seeks approval from the Board of County Commissioners (the "Board") to award Contract No. S-16030R, Upgrade of Pump Station 0300 (the "Contract"), to the lowest responsive and responsible bidder, Poole & Kent Company of Florida ("Poole & Kent"). The work is for critical improvements and upgrades to the pump station facility (the "Project"). Pump Station No. 0300 is a regional pump station, serving the majority of residents in the northern sewer service area of Miami-Dade County. Notably, this pump station is responsible for collecting the wastewater flows of surrounding pump stations and redirecting the flows to the North District Wastewater Treatment Plant.

Recommendation

It is recommended that Contract No. S-16030R be awarded to Poole & Kent for a total compensation amount of \$48,600,460.00, with a total Contract period of 730 calendar days to Substantial Completion, 800 calendar days to Final Completion, and a time contingency allowance of 80 calendar days, for a total Contract period of 880 days.

Scope

The Project will be performed at Pump Station No. 0300, located at 12700 Northwest 30th Avenue, Opa-Locka, Florida, 33054, in District 2, which is represented by Commissioner Marleine Bastien.

Delegated Authority

Upon Board approval, 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 section 2-8.2.12 of the Code of Miami-Dade County, Florida (the "WASD Acceleration Ordinance"), which delegates authority to the County Mayor or County Mayor's designee to, among other things, negotiate and settle claims and execute change orders that do not exceed ten percent (10%) of the base contract amount, subject to ratification by the Board.

Fiscal Impact/Funding Source

The fiscal impact to the County will be \$48,600,460.00, which the Miami-Dade Water and Sewer Department ("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 Program OMB Project 2000000784: Pump Station Rehabilitation and Resilience Program (“PSRRP”) in the FY2024-25 Adopted Budget and Multi-Year Capital Plan, Budget Book 3, Page 95.
- The funding sources are Future WASD Revenue Bonds, WASD Revenue Bonds Sold, Wastewater Connection Charges, and the Wastewater Renewal Fund.
- The life expectancy of the work is 20 years.
- Operations Cost Impact / Funding: \$12,000 per year. The funding source for the operating impact is WASD Operating Revenues.
- Maintenance Cost Impact / Funding: \$24,000 per year. The funding source for the maintenance impact is WASD Operating Revenues.
- The Project does not include GOB funding or Art in Public Places.
- The IG Fee is included.

Vendor Selection & Track Record

On November 6, 2024, WASD received and opened one (1) bid in response to the September 27, 2024 advertisement for an open competitive solicitation.

Company Name	Base Bid	Total Bid*
Poole & Kent Company of Florida	\$41,742,000.00	\$48,600,460.00

*Total bid includes contingency & dedicated allowances

The following due diligence was performed to determine whether Poole & Kent was the lowest responsive and responsible bidder:

- Because contract measures were assigned, the Poole & Kent bid was forwarded to Internal Services Department’s (“ISD”) Division of Small Business Development (“SBD”) for a Compliance Review. On November 20, 2024, SBD issued the results of its compliance review. Poole & Kent was determined to be in compliance with the Implementing Order for the Small Business Enterprise (SBE/G&S) program for construction services. The Project Worksheet and the SBD Compliance Review letter are attached to this memo as Exhibits A and B, respectively.
- The Engineer of Record, CHA Consulting, Inc. (“EOR”), reviewed the bid submission and, on November 25, 2024, recognizing that: (a) this Project has been advertised twice and both times received a single bidder and (b) this Project is a critical project at one of the most important pump stations for the sanitary sewer system, the EOR determined that the low bid was acceptable as submitted and that Poole & Kent satisfied the requirements of the solicitation. The EOR letter is attached as Exhibit C.
- Pursuant to Resolution No. R-187-12, WASD performed a review of the vendor information in the Business Management Workforce System (“BMWS”). WASD discovered no adverse information.
- According to the contract history downloaded from the BMWS on December 5, 2024, Poole & Kent has been awarded 14 contracts from the County with a total value of \$762,232,950.
- Poole & Kent has 86 evaluations in the ISD Capital Improvement Information System (CIIS), with a rating of 3.5 out of a possible 4.0 maximum.

Considering the input of ISD and the EOR, WASD has concluded that the apparent lowest bidder, Poole & Kent, is both responsive and responsible. The total bid of \$48,600,460.00 is approximately 72.5% above the EOR's estimate of \$28,167,913.00; the bidder has a 3.5 rating in CIIS; and there are no protests. Significantly, this Project has been advertised twice and both times received only a single bid; it is a critical project at one of the most important pump stations for the sanitary sewer system. It is in the best interests of the County to move this Project forward expeditiously to avoid any potential failure in the system and, therefore, it is recommended that Contract S-16030R be awarded to Poole & Kent for a total compensation amount of \$48,600,460.00, with a total Contract period of 880 days. The proposed Contract, signed by Poole & Kent, 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

Several years ago, Pump Station No. 0300 suffered a malfunction caused by a dresser coupling failure. The incident caused a pipe to burst, expelling shattered pipe fragments that damaged pump station equipment, and led to heavy flooding of wastewater within the pump station facility. In response to the incident, WASD conducted a full inspection and evaluation of the pump station to determine the extent of the damage and to identify improvements needed to prevent future system failures. The inspection revealed that the pump station needed repair as well as upgrades to handle current and future flow demands. The work required to complete these upgrades includes exploratory excavation, demolition and by-pass, modification and new construction work, site preparation, and other miscellaneous site work. Specifically, improvements to the following areas of Pump Station No. 0300 shall be performed under this Contract: construction of a new annex building with electrical and HVAC rooms, conversion of the existing electrical room into a new control room, enhancements to Generator No. 1 (Caterpillar), replacement of Generator No. 2 (EMD), and facility refurbishments that will upgrade the pump room, operating room, and bathroom/battery room.

On December 14, 2023, WASD received one (1) bid in response to the first solicitation for Contract No. S-16030, which was advertised on October 26, 2023. The sole bidder was 270% higher than the EOR's estimate. The EOR reviewed the bids and recommended rejecting all bids. Both WASD and the EOR agreed that the Project should be re-bid as an installation project, utilizing owner furnished equipment (OFE) obtained under an existing County contract to reduce costs.

This Contract No. S-16030R is the re-bid for the installation project.

Contract Manager Name/Phone/Email

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

Project Manager Name/Phone/Email

Marcelino Torres / 786-552-8209 / Marcelino.Torres@miamidade.gov

Applicable Ordinances and Measures

Table below depicts the applicable legislative policies.

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 - Services	Code Section 2-8.1.1.1.1 & Implementing Order 3-41	1.00%
Sea Level Rise	Ordinance 14-79	
Sustainable Buildings Program	Implementing Order 8-8	
Buy American Iron & Steel Procurement Program	Code Section 2-8.2.6.1	
Office of Inspector General Fee	Code Section 2-1076	

Project Chronology

Event	Projected Date
1. Pre-bid Meeting Date if applicable	October 11, 2024
2. Bid opening date	November 6, 2024
3. Planned Bid Award date	TBD
4. Planned pre-construction meeting	TBD
5. Planned Notice to proceed	TBD
6. Planned groundbreaking	TBD
7. Planned completion date	TBD

SIGNATURE PAGE

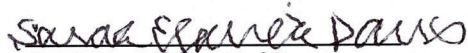
Contract No. S-16030R, Upgrade of Pump Station 0300


David Clodfelter
OMB DIRECTOR

12/23/2024

DATE

Approved as to legal sufficiency


Sarah Frances Davis
Assistant County Attorney

12/20/24
DATE


Roy Coley
Chief Utilities and Regulatory Services Officer

1/14/25

DATE

Attachments



Small Business Development Division

Project Worksheet

Exhibit A

Project/Contract Title: Upgrade of Pump Station 0300

Received Date: 6/7/2024

Project/Contract No: S-16030R

Funding Source: Future WASH
Revenue Bonds,
WASH Revenue
Bonds Sold

Department: Miami-Dade Water and Sewer Department

Estimated Cost of Project/Bid: \$23,660,100.00

Description of Project/Bid: The project consists of furnishing all materials, labor and equipment necessary to Upgrade Booster Pump Station No. 0300, including but not limited to exploratory excavation, excavation, demolition, modification and new construction work

Measure	Contract Measure Program	Goal Percent
Goal	SBE - Services	1.0%
Reason for Recommendation		
This is a re-bid of Project S-16030 SMALL BUSINESS ENTERPRISE – GOODS & SERVICES (SBE-G&S). SBD reviewed this project pursuant to Implementing Order 3-41 for an SBE-G or SBE-S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source; these indicate a 1.00% SBE-Services Subcontractor Goal is appropriate in the following recommended commodities: (NIGP 98852) Landscaping and (NIGP 79050) Sodding		

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒


SBD Director

7-2-24
Date

Memorandum



DATE: November 20, 2024

Exhibit B

TO: Paul Adams, Chief
Water and Sewer Department

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

SUBJECT: Compliance Review
Project No. S-16030R
Upgrade of Pump Station No. 0300.

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

The Office of Small Business Development (SBD) has completed its review of the subject project for compliance with the Small Business Enterprise-Goods & Services (SBE-G&S) Program for construction services. The contract measure established for this project is a 1.00% SBE-G&S sub-contractor goal.

The Miami Dade Water and Sewer Department has submitted bid proposal documents that included the Certificate of Assurance for the firm listed below acknowledging the project's SBE-G&S measure. The firm also submitted its Utilization Plans (UP) identifying the SBE sub-contractor to fulfill the goal via the Business Management Workforce System (BMWS) and the following is its pre-award compliance status and summary.

FIRM:

1- Poole & Kent Company of Florida

STATUS:

Compliant

SUMMARY:

Poole & Kent Company of Florida, a non-certified SBE-G&S firm committed to utilize Solid Builders Construction, a certified SBE-G&S firm, to perform Building Maintenance, Installation and Repairs services at 1.00%. The sub-contractor confirmed its participation via the BMWS in agreement with the measure.

Poole & Kent Company of Florida has satisfied the contract's 1.00% SBE-G&S sub-contractor goal and is in compliance with the overall Small Business measures established for this contract.

SBD has verified that none of the aforementioned firms 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 violation.

Please be reminded that SBD's review is specific to the SBE-G&S Program. 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



November 25, 2024

Juan A. Curiel P.E.
Assistant Director – Utility Construction
Miami-Dade Water and Sewer Department
3071 SW 38 Avenue, Suite 560-6, Miami, Florida 33146
786-552-8399 Office

RE: PS 0300 Bid Results Analysis and Recommendations

Dear Mr. Curiel,

On November 6, 2024, MD WASD opened the bids for the improvements of Booster Station 300 (Project No. 16030R). The project only received one bid from Poole & Kent Company of Florida which came in at \$48,600,460. This was a re-advertisement of the project, which was initially bid in December 2023. After the bid analysis, CHA is hereby recommending that the Department process the award to Poole & Kent, recognizing that this project has been advertised twice and both times received a single bidder. Moreover, this project is a critical project and one of the most important pump stations for the sanitary sewer system. It is in the best interest of the County to move this project forward expeditiously to avoid any potential failure in the system.

After the initial bid came in, CHA coordinated with the Department in an effort to lower the bid and construction cost amount. Value engineering was performed which included scope modifications, construction drawing revisions, the inclusion of a detailed sequence of construction, and the idea to have the Department purchase and furnish some of the larger equipment (pumps, valves, and actuated valves). All this effort resulted in a significantly lower re-bid which **represented a savings of approximately \$17 M for the Department.**

During the second bid analysis, CHA noticed several differences between the EOPC and the quoted price; however, these differences can be attributed to the risks that may be associated with a project of this size and scope. Therefore, CHA recommends that the Department move forward with awarding of this contract to Poole and Kent Company of Florida.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Arnelio H.', is positioned above the name of the signatory.

Arnelio Alfonso, PE
Project Team Leader / Senior Project Manager

CONTRACT

Exhibit D

THIS CONTRACT, made and entered into on the ____ day of _____, 20____, by and between Miami-Dade County, Florida, acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"), and **Poole & Kent Company of Florida**, party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as

UPGRADE OF PUMP STATION 0300, CONTRACT S-16030R

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Forty Eight Million Six Hundred Thousand Four Hundred Sixty Dollars and No Cents (U.S. Dollars) \$48,600,460.00.**

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 Contract 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 Advertisement for Bids, Questionnaire, Instruction to Bidders, Proposal, Certified Resolution for Proposal and Bid Form, Bid Bond, all forms submitted pre and post award, including, without limitation, Miami-Dade County Vendor Affidavits Form, Sworn Statement – Public Entity Crimes, Clearinghouse Affidavit, Job Order Request form, and the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), this Contract, Certified Resolution for Contract and Performance and Payment Bond, Performance and Payment Bond, Standard Construction General Contract Conditions, revised August 1, 2023, the Technical Specifications, Plans and Drawings designated in the specifications, all Technical Appendices, all Addenda, Water & Sewer Department Special Provisions, Change Orders to the Contract, Notice to Proceed, Referenced Codes and Standards,

CONTRACT

Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The Standard Construction General Contract 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 Standard Construction General Contract Conditions, Article 12 G (Miscellaneous Provisions – Audit Rights)

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 Contract Conditions Article on Termination for Convenience.

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

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CONTRACT

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

(OFFICIAL SEAL)

ATTEST:

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

(PARTY OF THE FIRST PART)

Date

Approved as to Form and Legal Sufficiency

Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST


Assistant (Secretary)

David A. Strickland
(Print or type name)

Poole & Kent Company of Florida

(Name of Corporation)

By: 

(Signature of Officer)

Patrick H. Carr

(Print or type name)

President & CEO

(Official Title)

1781 N.W. North River Drive

Miami, FL 33125

(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 Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)

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)(1)
3-4-25

RESOLUTION NO. R-239-25

RESOLUTION AWARDING CONTRACT NO. S-16030R, UPDATES TO PUMP STATION 300, TO POOLE & KENT COMPANY OF FLORIDA FOR A TOTAL CONTRACT AMOUNT OF \$48,600,460.00 AND A CONTRACT TERM OF 800 CALENDAR DAYS; 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, FLORIDA, TO MANAGE CONTRACT NO. S-16030R; 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 County Mayor's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby awards Contract No. S-16030R for upgrades to Pump Station 300, in substantially the form attached to the accompanying County Mayor's memorandum as Exhibit D, to Poole & Kent Company of Florida for a total contract amount of \$48,600,460.00 and a total contract term of 800 calendar days plus a 80-calendar day contingency period. The Board also authorizes the County Mayor or County Mayor's designee: (1) to use the Miami-Dade Water and Sewer Department's Consent Decree and Capital Improvement Programs Acceleration Ordinance, section 2-8.2.12 of the Code of Miami-Dade County, Florida, to manage the Contract; (2) to execute the Contract for and on behalf of the County; and (3) to exercise the termination and other provisions contained within the Contract.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of March, 2025. 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