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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(O)(1)

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

DATE: March 18, 2025

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving amendments to three Non-Exclusive Professional Services Agreements for the Miami-Dade Water and Sewer Department related to the Ocean Outfall Legislation with: (1) Jacobs Engineering Group, Inc., Agreement No. 14CH2M006, which adds $47,000,000.00 to the contract award and four years to the contract's term; (2) CDM Smith, Inc., Agreement No. 17CDMSI001, which adds $5,000,000.00 to the contract award; and (3) Brown and Caldwell (Corporation), Agreement No. 17BRCA005, which adds $5,000,000.00 to the contract award; and authorizing the County Mayor to execute the same and to exercise the provisions contained therein

Resolution No. R-292-25

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Oliver G. Gilbert, III.

for

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

MIAMI-DADE COUNTY

Date: March 18, 2025

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

From: Daniella Levine Cava Daniella Levine Cava
Mayor

Subject: Resolution Approving Amendments to Outfall Legislation Non-Exclusive Professional Services Agreements 14CH2M006; 17CDMSI001; and 17BRCA005

Executive Summary

This item seeks approval from the Board of County Commissioners (the "Board") for amendments to three Ocean Outfall Legislation ("OOL") Non-Exclusive Professional Services Agreements (the "OOL Agreements") with Jacobs Engineering Group, Inc. ("Jacobs"), CDM Smith Inc. ("CDM Smith"), and Brown and Caldwell Corporation ("Brown and Caldwell") in the cumulative amount of $57,000,000. The OOL program is a state-mandate that requires the elimination of normal use of the ocean outfalls for treated wastewater effluent disposal, reduction of nutrient discharge by implementing advanced wastewater treatment or equivalent, and implementing technically, environmentally, and economically feasible reuse for 60 percent of the base wastewater flows.

On June 30, 2008, Governor Charlie Crist signed Senate Bill 1302 related to wastewater disposal/ocean outfalls (Section 403.086(9), Florida Statutes [F.S.]). The Miami-Dade Water and Sewer Department ("WASD") has successfully increased program completion from 12% in 2021 to 34% to date, reflecting the County's commitment to environmental stewardship and responsible infrastructure investment. In fact, under my leadership in late 2020, the pace of investment in the OOL program has increased by 400%, with all construction projects set to be initiated by the end of 2025.

To continue advancing this work, WASD is requesting amendments to three OOL Agreements to provide the necessary funding and time extensions to complete key projects without disruption. The requested amendments include:

1. A four-year extension with a $47 million increase to Jacobs' contract to ensure continuity in program management, regulatory coordination, and risk mitigation. Jacobs serves as the Owner's Representative, managing and overseeing the execution of OOL related capital improvements and overall compliance with the state regulations.
2. A $5 million increase for both CDM Smith and Brown & Caldwell to incorporate the industrial water reuse strategy that will dramatically expand Miami-Dade County's compliance on the OOL's reuse component from 13 percent to over 100 percent compliance. This strategy, approved by the FDEP, leverages Effluent Energy Recovery Systems to increase the County's reuse commitment to over 100 million gallons per day, which will make WASD the number one utility in Florida for industrial water reuse.

Recommendation
It is recommended that the Board approve the Amendments to the OOL Agreements, including: (1) Amendment Two to Agreement No. 14CH2M006 with Jacobs (the "Jacobs Amendment"), which increases the Contract's duration by four years and adds $47,000,000 to the Contract award; (2) Amendment Two to Agreement No. 17CDMSI001 with CDM Smith (the "CDM Smith Amendment"), which increases the Contract award by $5,000,000; and (3) Amendment Two to Agreement No. 17BRCA005 with Brown and Caldwell (the "Brown and Caldwell Amendment"), which increases the Contract award by $5,000,000. Copies of the Jacobs Amendment, the CDM Smith Amendment, and the Brown and Caldwell Amendment are attached hereto as Exhibits A, B and C, respectively.

Scope
The scope of this item is countywide.

Delegation of Authority
Upon approval of this item, the County Mayor or County Mayor's designee shall have the authority to execute the Jacobs Amendment, the CDM Smith Amendment and the Brown and Caldwell Amendment, and to exercise all provisions contained therein.

Fiscal Impact/Funding Source
The fiscal impact of this item is $57,000,000. Funding for the Amendments to the OOL Agreements will come from the Ocean Outfall Legislation Program, Project Number 962670, Page 94 in the FY2024-25 Adopted Budget and Multi-Year Capital Plan. The funding sources are Future Subordinate Debt, Future WASD Revenue Bonds, the State Revolving Loan Wastewater Program, the WIFIA Loan, Wastewater Connection Charges, the Wastewater Renewal Fund, the WASD Subordinate Debt Sold, and the Wastewater Special Construction Fund.

Track Record/Monitor
WASD Deputy Director of Planning, Regulatory Compliance, and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., shall oversee the implementation of the Amendments.

Background
On June 30, 2008, Governor Charlie Crist signed Senate Bill 1302 related to wastewater disposal/ocean outfalls (Section 403.086(9), Florida Statutes [F.S.]). This law requires all southeast Florida utilities utilizing ocean outfalls for disposal of treated wastewater to:

- Eliminate the normal use of ocean outfalls
- Reduce nutrient discharges by implementing advanced wastewater treatment (AWT) or equivalent
- Reuse 60 percent (60%) of the wastewater flows

On June 24, 2013, the statute was amended to provide greater flexibility to meet reuse requirements and to allow the use of the ocean outfalls for peak flows management, not to exceed five percent (5%) of the annual baseline flows. These revisions to the F.S. Title XXIX, Section 403.086 in 2008 and 2013, (Chapters 2008-232 and 2013-31, respectively), are referred to as the OOL. WASD's wastewater system currently has two wastewater treatment plants ("WWTPs") that utilize ocean outfalls as a means to dispose the treated effluent. Per the OOL, WASD is required to eliminate the normal use of the North District Wastewater Treatment Plant ("NDWWTP") and Central District Wastewater Treatment Plant ("CDWWTP") ocean outfalls, except under certain defined conditions. WASD's South District Wastewater Treatment Plant ("SDWWTP") does not discharge to the ocean and utilizes injection wells as its primary disposal method. In addition, to meet the other two components of the legislation, WASD is also required to:

- If technically, environmentally, and economically feasible, implement 117.5 million gallons per day ("mgd") of additional reuse capacity on an annual basis. This flow rate is equivalent to 60 percent (60%) of the average baseline flow from the NDWWTP and CDWWTP outfalls, as calculated from the 2003 through 2007 baseline average flow of 195.8 mgd.
- Meet an equivalent advanced wastewater treatment goal for outfall discharges prior to the end of 2025. As an equivalent, WASD has selected to divert nutrient discharges from the ocean outfalls prior to 2025.
- Perform various compliance reporting activities.

Compliance with this legislation requires a fundamental transformation of the County's wastewater treatment infrastructure, involving the construction of new facilities, retrofitting of existing treatment plants, and the implementation of advanced treatment technologies. The County has undertaken this challenge while continuing to provide reliable service to more than 2.8 million residents and thousands of businesses, making this one of the most complex water and wastewater utility infrastructure programs in state history.

WASD has continued to make historic investments in its water and sewer infrastructure to ensure system resiliency, regulatory compliance, and long-term sustainability. In Fiscal Year 2024, WASD invested $622 million in system-wide capital improvements, surpassing the previous year's record-setting $599 million execution rate. These investments support a broad range of infrastructure upgrades, including the modernization of wastewater treatment facilities, expansion of reuse capabilities, and enhancements to system reliability. As part of these efforts, WASD has successfully increased OOL program completion from 12% in 2021 to 34% today and has demonstrated significant progress in meeting the program's objectives. However, completing this work requires continued investment, expert program oversight, and coordination across multiple agencies.

The scale of the required improvements, combined with regulatory complexities, construction phasing, and external disruptions, has presented significant challenges. In addition to managing compliance with the OOL program, WASD must also balance obligations under the federally mandated Consent Decree, ongoing maintenance needs, and necessary capital improvements across its three wastewater treatment plants, three water treatment plants, 1,068 pump stations, and an extensive pipeline system. The need to coordinate multiple overlapping projects has required careful scheduling and resource allocation, particularly as the County navigates industry-wide shortages of contractors and engineering professionals. The global pandemic and extreme weather events further impacted supply chains and project timelines, which led to unanticipated delays in carrying out some projects.

The County is also facing increasingly stringent permitting requirements, which have delayed key infrastructure projects. For example, obtaining a permit to clear wetlands at the NDWWTP took over two years, highlighting the lengthy regulatory approval process for major environmental infrastructure projects. WASD has worked closely with state and federal agencies to maintain compliance and minimize disruptions, but continued program oversight and coordination remain critical to advancing the remaining projects.

Jacobs serves as the Owner's Representative and Program Manager for OOL. They, therefore, oversee all aspects of the OOL program to ensure compliance, mitigate risks, and maintain continuity across multiple projects. Jacobs' work has been instrumental in securing efficiencies and cost savings, including $300 million in funding through innovative financing mechanisms. WASD's ability to maintain project momentum while managing risk and ensuring fiscal responsibility is directly tied to Jacobs' continued leadership in program oversight and regulatory coordination. Extending Jacobs' Agreement by four years and increasing its compensation by $47 million will allow it to continue managing the complexities of program execution and ensuring that projects progress without costly disruptions.

In addition to compliance, WASD has identified an opportunity to revolutionize the County's approach to water reuse by implementing an industrial water reuse strategy approved by the Florida Department of Environmental Protection ("FDEP"). This strategy leverages Effluent Energy Recovery Systems to provide cooling to buildings and optimize wastewater recycling, with a target to increase daily water reuse from 15 mgd to over 100 mgd. This initiative (the "Reuse Program") will establish Miami-Dade County as Florida's leading utility in industrial water reuse.

To successfully integrate the Reuse Program, WASD must modify several projects that are already in advanced stages of design and construction. CDM Smith and Brown and Caldwell are responsible for engineering and design development for wastewater treatment plant upgrades, including injection wells, oxygenation trains, clarifiers, and electrical distribution systems. The requested $5 million increase to each firm's agreement will allow for these necessary modifications, which will ensure that the County's investment in water reuse technology is fully realized. The Reuse Program represents a transformational shift in the County's wastewater treatment approach. The requested amendments will allow the County to complete the necessary work while maintaining fiscal responsibility, leveraging innovative technology, and reaffirming its commitment to sustainable water management.

To ensure the successful completion of the OOL projects, WASD respectfully requests that the Board approve the three Amendments attached hereto as Exhibits A, B and C.

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 responsibility of Jacobs, CDM Smith, and Brown and Caldwell. There were no adverse findings related to the responsibility of Jacobs, CDM Smith, or Brown and Caldwell.

Small Business Enterprise Measures
The Office of Small Business Development ("SBD") reviewed the Amendments for application of Small Business Enterprise ("SBE") measures and compliance with Resolution No. R-1001-15.

The Jacobs Agreement was awarded with a 28% SBE-A/E goal which will continue to be applied to the Jacobs Amendment. SBD reviewed the Jacobs Amendment and determined the firm was in compliance with Resolution No. R-1001-15. The SBD Memorandum for Jacobs is attached hereto as Exhibit D.

The CDM Smith Agreement and Brown and Caldwell Agreement were awarded with a 20% SBE-A/E goal and a 4% SBE-Goods and Services goal, which will continue to be applied to the CDM Smith and Brown and Caldwell Amendments. SBD reviewed the CDM Smith Amendment and Brown and Caldwell Amendment and determined the firms were in compliance with Resolution No. R-1001-15. The SBD Memorandums for CDM Smith and Brown and Caldwell are attached hereto as Exhibits E and F, respectively.

Copies of the original Agreements are available upon request from WASD's Intergovernmental Affairs Division.

Attachment

Roy Coley

Roy Coley
Chief Utilities and Regulatory Services Officer

AMENDMENT NUMBER TWO
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR OWNER'S REPRESENTATIVE FOR PROFESSONAL ENGINEERING SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MIAMI-DADE COUNTY'S WASTEWATER SYSTEM
BETWEEN MIAMI-DADE COUNTY
AND
JACOBS ENGINEERING GROUP, INC.
PROJECT NO. E13-WASD-11
AGREEMENT NO. 14CH2M006

This AMENDMENT NUMBER TWO made and entered into this ____________ day of ________________________, 2025, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County") and JACOBS ENGINEERING GROUP, INC., a Delaware corporation authorized to do business in the State of Florida with offices in Miami-Dade County (hereinafter referred to the "Jacobs," 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 ("OOL"); and

WHEREAS, on October 14, 2014, the Board of County Commissioners (the "Board"), via Resolution No. R-936-14, awarded a Non-Exclusive Professional Services Agreement to CH2M Hill Companies, Ltd. ("CH2M") to serve as the Owner's Representative for Professional Engineer Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County Wastewater System, Project No. E13-WASD-11, Agreement No. 14CH2M006 (the "Agreement"); and

WHEREAS, CH2M was acquired by Jacobs in 2018, the County, therefore, agreed to and executed an Assignment, Assumption, and Acceptance of Agreement Rights to the Agreement that approved of Jacobs becoming the "OWNER'S REPRESENTATIVE" under the Agreement; and

WHEREAS, the Agreement was awarded with a total compensation amount of

$139,394,748.00 and a six (6) year term with one (1) six-year option to renew ("OTR"), which could be exercised by the County Mayor after approval by the Board; and

WHEREAS, on October 6, 2020, via Resolution No. R-1010-20, the Board authorized the County Mayor to exercise the six-year OTR; and

WHEREAS, the County Mayor executed Amendment One to the Agreement on October 27, 2020, which extended the end date of the Agreement from October 29, 2020 to October 29, 2026; and

WHEREAS, the County and OWNER'S REPRESENTATIVE have diligently worked towards compliance with the OOL and have made significant progress in project implementation, regulatory coordination, and infrastructure development to ensure completion of the mandated improvements while maximizing cost efficiencies and minimizing service disruptions; and

WHEREAS, the Parties still have work to do and have determined that additional time is needed to complete the scope or services set forth in the AGREEMENT; and

WHEREAS, the Parties would like to amend the term to add four (4) more years to the Agreement, which will establish October 29, 2030 as the Agreement's end date; and

WHEREAS, in addition, to achieve the remaining program milestones and successfully complete all necessary projects, the COUNTY has determined that an increase in funding in the amount of forty-seven million dollars ($47,000,000.00) is essential to cover program management, technical oversight, and compliance-related tasks; and

WHEREAS, the additional funding will ensure the uninterrupted execution of remaining projects, safeguard against potential regulatory penalties, and maintain the overall integrity of the program's investment in environmental resilience and sustainability; and

WHEREAS, the total award for the Agreement will, therefore, be one hundred eighty-six million, three hundred ninety-four thousand, seven hundred forty-eight dollars ($186,394,748.00),

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the PARTIES hereby agree to the following:

1. Section 11 of the AGREEMENT is hereby modified to state:

11.D. MAXIMUM COMPENSATION: The total of all payments to the OWNER'S REPRESENTATIVE pursuant to this AGREEMENT shall not exceed one hundred eighty-six million, three hundred ninety-four thousand, seven hundred forty-eight dollars ($186,394,748.00), for an effective term of sixteen (16) years, comprised of the original six (6) year term, the six (6) year OTR that was exercised through Amendment One, and the additional four (4) years being added through this Amendment. No minimum amount of compensation is guaranteed to the OWNER'S REPRESENTATIVE. Maximum Compensation may not be increased for the entire duration of the AGREEMENT except through written amendment hereto by the Board of County Commissioners.

2. Section 24 of the AGREEMENT is hereby modified to state:

24. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of sixteen (16) years, comprised of the original six (6) year term, the six (6) year OTR that was exercised through Amendment One, and the additional four (4) years being added through this Amendment.. The end date of this Agreement shall, therefore, be October 29, 2030, unless terminated earlier at the County Mayor's discretion. No additional time or compensation shall be added to this Agreement without the approval of the Board. 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.

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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 TWO by having the same signed by their duly authorized representatives, the day and year first written above.

ATTEST:

JUAN FERNANDEZ-BARQUIN
FLORIDA
CLERK OF THE COURT AND COMPTROLLER

By:__________________________
Deputy Clerk Signature

Print Name__________________

Date:_____________

MIAMI-DADE COUNTY,

BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____________________
County Mayor

ATTEST:

JACOBS ENGINEERING GROUP INC
CORPORATE
SEAL
DELAWARE

By: [signature]
Signature

Justin Johnson, Secretary
Print Name

JACOBS ENGINEERING GROUP, INC.
(CORPORATE SEAL)

By: [signature]
Signature

Katus Watson, Senior Vice President
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ✓physical presence or online notarization, this 6TH day of MARCH, 2025 by Katus Watson, as Senior Vice President, and Justin Johnson, as Secretary, Jacobs Engineering Group, Inc.,, a Delaware corporation, on behalf of the company, who is ✓personally known to me, or has produced (type of identification) as identification.

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Gambra J Becker
My Commission HH 113987
Expires 05/09/2025

[signature]
(Signature of person taking acknowledgment)

GAMBRA J. BECKER
(Name typed, printed or stamped)

Approved for Form and Legal Sufficiency:

____
Assistant County Attorney

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
CDM SMITH, INC.
AGREEMENT NO. 17CDMSI001, 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 CDM Smith, Inc., a Massachusetts 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 (OOL); 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 CDM Smith, Inc. to provide Design Services for Wastewater Treatment Plants related to the OOL Projects, Project No. E16-WASD-03, Agreement No. 17CDMS001 (the "Agreement"); and

WHEREAS, the Agreement has a total compensation amount of thirty-three million dollars ($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 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; and

WHEREAS, the Agreement has a remaining balance of $572,796.00; and

WHEREAS, WASD has embarked on an Innovative Industrial Reuse Program (the "Reuse Program") that has been approved by the Florida Department Environment Protection that will provide the County with the ability to meet OOL deadlines; and

WHEREAS, in order to meet the OOL, the County requested that the Engineer incorporate the reuse components into its engineering designs for certain wastewater treatment projects related to the OOL; and

WHEREAS, additional monies are necessary for the Engineer to incorporate the Reuse Program into the design documents; and

WHEREAS, through Amendment Number Two, the County will increase the total Agreement amount by five million dollars ($5,000,000.00), thereby increasing the Contract award from thirty-three million dollars ($33,000,000.00) to thirty-eight million dollars ($38,000,000.00); 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 the Engineer hereby agree to the following:

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

   11.D. Maximum Compensation. The total of all payments to the Engineer pursuant to this AGREEMENT shall not exceed thirty-eight million dollars ($38,000,000), inclusive of the original contingency allowance of three million dollars ($3,000,000), 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 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:

CDM SMITH INC.
(CORPORATE SEAL)

CDM SMITH INC. 1970 MASSACHUSETTS

By: Paul Milligan
Signature

By: Patrick Victor
Signature

Paul Milligan, Secretary
Print Name

Patrick Victor, Senior Vice President
Print Name

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 7 day of March, 2025 by P. VICTOR, as Senior Vice President on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

CINDY H. CHISM
Notary Public-State of Florida
Commission # HH 397898
My Commission Expires
September 09, 2027

Cindy H. Chism
(Signature of person taking acknowledgment)

Cindy H. Chism
(Name typed, printed or stamped)

Approved for Form and Legal Sufficiency:

____
Assistant County Attorney

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
BROWN AND CALDWELL CORPORATION
AGREEMENT NO. 17BRCA005, 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 BROWN AND CALDWELL (CORPORATION), a California 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 (OOL); 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 Brown and Caldwell (Corporation) to provide Design Services for Wastewater Treatment Plants related to the OOL Projects, Project No. E16-WASD-03, Agreement No. 17BRCA005 (the "Agreement"); and

WHEREAS, the Agreement has a total compensation amount of thirty-three million dollars ($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 23, 2022, the County Mayor's designee exercised the first five (5) year OTR, which extended the Agreement from March 29, 2022 to March 29, 2027; and

WHEREAS, the Agreement has a remaining balance of $964,141.55; and

WHEREAS, WASD has embarked on an Innovative Industrial Reuse Program (the "Reuse Program") that has been approved by the Florida Department Environment Protection that will provide the County with the ability to meet OOL deadlines; and

WHEREAS, in order to meet the OOL, the County requested that the Engineer incorporate the reuse components into its engineering designs for certain wastewater treatment projects related to the OOL; and

WHEREAS, additional monies are necessary for the Engineer to incorporate the Reuse Program into the design documents; and

WHEREAS, through Amendment Number Two, the County will increase the total Agreement amount by five million dollars ($5,000,000.00), thereby increasing the Contract award from thirty-three million dollars ($33,000,000.00) to thirty-eight million dollars ($38,000,000.00); 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 the Engineer hereby agree to the following:

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

11.D. Maximum Compensation. The total of all payments to the Engineer pursuant to this AGREEMENT shall not exceed thirty-eight million dollars ($38,000,000.00), 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: There is no contingency allowance account under 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

By:______________________________
Deputy Clerk Signature

Print Name____________________

Date:______________

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

By:______________________________
County Mayor

ATTEST:

By:________________________
Signature

Robert D. Goodson, Secretary
Print Name

Brown and Caldwell (Corporation)
(CORPORATE SEAL)

BROWN AND CALDWELL INCORPORATED NOV. 7, 1958 CALIFORNIA

By:______________________________
Signature

Albert L. Perez, Vice President
Print Name

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 7th day of March, 2025 by Robert D Goodson, as President, and serving, as Secretary, ______, a ______, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

ROSELYN DELORES GARDNER
Notary Public-State of Florida
Commission # HH 223177
My Commission Expires
May 28, 2026

____
(Signature of person taking acknowledgment)

Roselyn Delores Gardner
(Name typed, printed or stamped)

Approved for Form and Legal Sufficiency:

____
Assistant County Attorney

EXIBIT D

Memorandum

Date: March 7, 2025

To: Amanda Kinnick, Interim Director
Miami-Dade Water and Sewer Deparment

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

Subject: Project No. E13-WASD-11: Owner's Representative for Professional Engineering Services Related to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System (14CH2M006)

Amendment Number Two to Project No. E13-WASD – (14CH2M006) 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 28% SBE-Architectural and Engineering (SBE-A/E) goal which will apply to Amendment Number Two.

The contract was reviewed for compliance with the 28% SBE-A/E goal. 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, Jacobs Engineering Group, Inc. (Jacobs Engineering), has performed to date $128,159,491 and requisitioned to date $130,948,684 requiring the SBE-A/E firms to have performed $31,165,787 for compliance with Resolution R-1001-15. To date, the SBE-A/E firms on the project have performed $37,506,986. As such, Jacobs Engineering is compliance with Resolution No. R-1001-15. For additional information, please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153.

c: Marisela Aranguiz, Deputy Director, WASD
Juan Curiel, Chief, Assistant Director of Utility Construction, WASD
Edith Brown, Chief, Contract Compliance Division, WASD
Patty Palomo, Chief, Intergovernmental Affairs, WASD
Laurie Johnson, SBD Section Chief
Alice Hidalgo-Gato, SBD Section Chief
Patrick Hines, SPA1, SBD

EXHIBIT E

Memorandum

MIAMI-DADE COUNTY

Date: March 7, 2025

To: Amanda Kinnick, Interim Director
Miami-Dade Water and Sewer Deparment

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

Subject: Project No. E16-WASD-03: Non-Exclusive Professional Service Agreement for Design Services for Wastewater Treatment Plants Related to the Outfall Legislation Projects between Miami-Dade County and CDM Smith, Inc. Agreement No. 17CDMSI001.

Amendment Number Two to Project No. E13-WASD-03 (17CDMSI001) 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-Service) 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, CDM Smith, Inc. (CDM Smith), has performed to date $26,271,256 and requisitioned to date $26,713,166 requiring the SBE-A/E firms to have performed $4,541,238 and the SBE-Service firm to have performed $908,248 for compliance with Resolution R-1001-15. To date, the SBE-A/E firms on the project have performed $6,788,545 and the SBE-Service firm has performed $1,303,174. As such, CDM Smith is compliance with Resolution No. R-1001-15. For additional information, please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153.

c: Marisela Aranguiz, Deputy Director, WASD
Juan Curiel, Chief, Assistant Director of Utility Construction, WASD
Edith Brown, Chief, Contract Compliance Division, WASD
Patty Palomo, Chief, Intergovernmental Affairs, WASD
Laurie Johnson, SBD Section Chief
Alice Hidalgo-Gato, SBD Section Chief
Patrick Hines, SPA1, SBD

EXHIBIT F

Memorandum

MIAMI-DADE COUNTY

Date: March 7, 2025

To: Amanda Kinnick, Interim Director
Miami-Dade Water and Sewer Deparment

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

Subject: Project No. E16-WASD-03_0001: NF-Design Services for Wastewater Treatment Plants Related to the Outfall Legislation Projects between Miami-Dade County and Brown and Caldwell Corporation, Agreement No. 17BRCA005.

Amendment Number Two to Project No. E16-WASD-03 (17BRCA005) 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-Service) 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, Brown and Caldwell Corporation (Brown and Caldwell), has performed to date $27,313,044 and requisitioned to date $32,147,980 requiring the SBE-A/E firms to have performed $5,465,157 and the SBE-Service firm to have performed $1,093,031 for compliance with Resolution R-1001-15. To date, the SBE-A/E firms on the project have performed $5,884,038 and the SBE-Service firm has performed $1,290,683. As such, Brown and Caldwell is compliance with Resolution No. R-1001-15. For additional information, please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153.

c: Marisela Aranguiz, Deputy Director, WASD
Juan Curiel, Chief, Assistant Director of Utility Construction, WASD
Edith Brown, Chief, Contract Compliance Division, WASD
Patty Palomo, Chief, Intergovernmental Affairs, WASD
Laurie Johnson, SBD Section Chief
Alice Hidalgo-Gato, SBD Section Chief
Patrick Hines, SPA1, SBD

Memorandum

MIAMI-DADE COUNTY

Date: March 7, 2025

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Amanda Kinnick, Interim Director
Water and Sewer Department

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on a March 2025 Committee meeting.

> RESOLUTION APPROVING AMENDMENTS TO THREE (3) NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENTS FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT RELATED TO THE OCEAN OUTFALL LEGISLATION WITH: (1) JACOBS ENGINEERING GROUP, INC., AGREEMENT NO. 14CH2M006, WHICH ADDS FORTY-SEVEN MILLION DOLLARS ($47,000,000.00) TO THE CONTRACT AWARD AND FOUR (4) YEARS TO THE CONTRACT'S TERM; (2) BROWN AND CALDWELL (CORPORATION), AGREEMENT NO. 17BRCA005, WHICH ADDS FIVE MILLION DOLLARS ($5,000,000.00) TO THE CONTRACT AWARD; AND (3) CDM SMITH, INC., AGREEMENT NO. 17CDMS001, WHICH ADDS FIVE MILLION ($5,000,000.00) TO THE CONTRACT AWARD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is important the item moves forward with the requested timeline to continue to execute the Ocean Outfall Legislation (OOL) program, protecting Miami-Dade County's wastewater infrastructure so that it remains resilient, sustainable and in compliance with the state legislation.

Please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the Chair of the Committee and the BCC Chairman and reviewed by the Office of the County Attorney.

Roy Coley

Approved by Mayor or Mayor's Designee — Roy Coley
Print Name

Approved by Legislative Director or Designee — Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MEMORANDUM
(Revised)

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

DATE: March 18, 2025

FROM: Geri 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)
3-18-25

RESOLUTION NO. R-292-25

RESOLUTION APPROVING AMENDMENTS TO THREE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENTS FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT RELATED TO THE OCEAN OUTFALL LEGISLATION WITH: (1) JACOBS ENGINEERING GROUP, INC., AGREEMENT NO. 14CH2M006, WHICH ADDS $47,000,000.00 TO THE CONTRACT AWARD AND FOUR YEARS TO THE CONTRACT'S TERM; (2) CDM SMITH, INC., AGREEMENT NO. 17CDMSI001, WHICH ADDS $5,000,000.00 TO THE CONTRACT AWARD; AND (3) BROWN AND CALDWELL (CORPORATION), AGREEMENT NO. 17BRCA005, WHICH ADDS $5,000,000.00 TO THE CONTRACT AWARD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND 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: (1) Amendment Number Two to the Non-Exclusive Professional Services Agreement between the County and Jacobs Engineering Group, Inc., Agreement No. 14CH2M006, in substantially the form attached to the accompanying memorandum as Exhibit A, which adds $47,000,000.00 to the Contract, thereby bringing the total award up to $186,394,748.00, and adds four years to the Contract term, thereby extending the Contract end date from October 29, 2026 to October 29, 2030; (2) Amendment Number Two to the Non-Exclusive Professional Services Agreements between the County and CDM Smith, Inc., Agreement No. 17CDMSI001, in substantially the form attached to the accompanying memorandum as Exhibit B, which adds $5,000,000.00 to the Contract, thereby bringing the total Contract award up to $38,000,000.00;

and (3) Amendment Number Two to the Non-Exclusive Professional Services Agreements between the County and Brown and Caldwell (Corporation), Agreement No. 17BRCA005, in substantially the form attached to the accompanying memorandum as Exhibit C, which adds $5,000,000.00 to the Contract, thereby bringing the total award up to $38,000,000.00. The Board also authorizes the County Mayor or County Mayor's designee to execute the Amendments and to exercise the provisions contained in each for and on behalf of Miami-Dade County, Florida.

The Prime Sponsor of the foregoing resolution is Commissioner .
It was offered by Commissioner **Roberto J. Gonzalez**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** 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	**absent**	Sen. René García	**aye**
Oliver G. Gilbert, III	**aye**	Roberto J. Gonzalez	**aye**
Keon Hardemon	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th 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

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis