

MEMORANDUM

Agenda Item No. 8(O)(2)

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

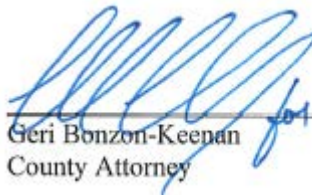
DATE: June 26, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying action by the County Mayor related to Miami-Dade Water and Sewer Department's Consent Decree and Capital Improvement Programs Acceleration Ordinance pursuant to section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically approval of Change Order No. 1 to Contract No. W-942 between Miami-Dade County and Lanzo Construction Co., Florida for construction of a 72-inch Water Main in West 2nd Avenue between 11th Street and 13th Street, which Change Order increases the contract amount by \$758,703.99, grants a 631-day non-compensable time extension and replenishes the contingency time allowance by 33 days

Resolution No. R-614-25

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Natalie Milian Orbis.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: June 26, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Ratifying Change Order No. 1 to Contract No. W-942 for a 72-inch Water Main with Lanzo Construction Co, Florida.

Executive Summary

The item seeks ratification from the Board of County Commissioners (the Board) of the action of the County Mayor or County Mayor's designee approving Change Order No. 1 to Contract No. W-942 (the Contract) between Miami-Dade County (the County) and Lanzo Construction Co., Florida (the Contractor) for a 72-Inch Water Main in West 2nd Avenue Between 11th Street and 13th Street within and nearby Preston Water Treatment Plant (the Project).

Change Order No. 1 increases the Contract amount by \$758,703.99 for a total Contract amount of \$9,874,969.31 due to an emergency that arose during the Project, which required the replacement of a failed 60-inch valve, pipeline modifications, and construction sequencing adjustments to prevent system failures and ensure uninterrupted water service. Change Order No. 1 further grants a 631-day non-compensable time extension, which moves the Final Completion Date from December 21, 2022, to September 12, 2024, and replenishes 33 days to the Contingency Time Allowance.

The Miami-Dade Water and Sewer Department (WASD), the Contractor, and the Engineer of Record (EOR) are currently evaluating additional work that may be necessary to complete the original scope of the Contract. This additional work is essential to establishing a redundant transmission pipeline, which was the core objective of the Project. A redundant system is critical for maintaining continuous operations in the event of a system failure, accidental damage caused by third parties, or other unforeseen events. It also allows for scheduled preventive maintenance on either pipeline by enabling flow transfers between the two systems.

This approach aligns with my Administration's infrastructure initiative to replace aging assets in the most cost-effective and strategic manner. A subsequent change order is forthcoming to incorporate this additional work and extend the Contract duration accordingly. The time extension requested in Change Order No. 1 is intended to bring the Contract current based on work completed and known impacts to date.

Recommendation

It is recommended that the Board ratify Change Order No. 1 to the Contract. Change Order No. 1 increases the Contract amount by \$758,703.99, allows for a 631-calendar day non-compensable time extension, and restores 33 days to the Contingency Time Allowance. A copy of Change Order No. 1 to the Contract is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

Delegation of Authority

The Contract was awarded pursuant to Section 2-8.2.12 of the Miami-Dade County Code related to WASD's Acceleration Ordinance, which delegates authority to the County Mayor or County Mayor's designee to execute change orders that do not exceed ten percent of the base contract amount, subject to ratification by the Board.

Scope

The Project is being performed within and near WASD's Preston Water Treatment Plant, located at 1100 W 2nd Ave, Hialeah, FL 33010, in Commission District 6, which is represented by Commissioner Natalie Milian Orbis.

Fiscal Impact/Funding Source

The fiscal impact of Change Order No. 1 to the County is \$758,703.99 and will be funded out of Future WASD Revenue Bonds and WASD Revenue Bonds Sold. There will be no impact to the General Fund.

Track Record/Monitoring

WASD Deputy Director, Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of Change Order No. 1 to the Contract.

Capital Improvement Project

Change Order No. 1 to the Contract grants a 631-day time extension and increases the Contract amount by \$758,703.99 to address the emergency replacement of a failed 60-inch valve, pipeline modifications, and construction sequencing adjustments required to prevent system failures and ensure uninterrupted water service. Change Order No. 1 addresses three significant events that affected the Project's critical path and resulted in this request for an additional 631-day extension to the Contract duration and need for additional funds. The significant events were:

1. Supply Chain Delays – 371 days

Due to global supply chain shortages, the procurement of essential large-diameter Pre-Stressed Concrete Cylinder Pipe (PCCP), valves, and fittings were severely delayed, which impacted the Project's schedule. These components are custom-fabricated and could not be sourced from alternative suppliers within an acceptable timeframe. Due to the large size of the pipe, the only material that can be utilized to custom fabricate the pipe is concrete. A total of 371 days was required due to the extended lead times for the 72-inch PCCP pipe, valves, and fittings, with some components facing delays of more than 12 months due to global supply chain disruptions.

2. Utility Conflicts with Proposed Sanitary Sewer – 200 Days

To facilitate the installation of the new 72-inch main, the Project's original scope of work also included the relocation of existing water, sewer, drainage, and compressed air facilities along the route of the new pipe. During exploratory digging, previously unrecorded underground utilities were found in direct conflict with the proposed gravity sewer system. Because the existing system could not be installed as originally designed, the Project required a complete redesign to convert the sewer into a pressurized system. The modified system required a mini lift station, grinder pump, electrical upgrades, and the rerouting and regrading of utilities. This redesign required engineering approvals, regulatory coordination, procurement of specialized components, and a phased implementation plan to maintain continuous operations. The cost of these modifications totaled \$178,077.82, which was funded through the Contract's Contingency Allowance. A 200-day non-compensable time extension is required for design, approvals, procurement, and phased installation.

3. Emergency Pipeline Repair – 60 days

An unforeseen structural emergency arose when a previously undetected deteriorated pipeline surrounding the construction area was discovered to be failing, which required immediate fiber wrap repairs before work could proceed. An additional 60 days were required for emergency fiber wrap reinforcement of an existing pipeline that was found to be structurally compromised. These repairs were essential to prevent failure under operational pressure before proceeding with planned work.

Background

In an effort to continue providing good quality and reliable drinking water and sanitary services, the County needed to upgrade and rehabilitate its water and sewer assets throughout the County. WASD operates the Preston Water Treatment Plant, which provides potable water service to the northwest area of Miami-Dade County via an existing 72-inch water main. This main was constructed in the mid-1960s and is now over 50 years old and at the theoretical end of its design life. This Project was necessary for the construction of a redundant 72-inch water main to deliver potable water to the distribution system.

After a competitive solicitation, the Contract was awarded to the Contractor on August 27, 2021, for the installation of a 72-Inch Water Main in West 2nd Avenue between 11th Street and 13th Street within and nearby WASD's Preston Water Treatment Plant. The award was ratified by the Board on February 1, 2022, via Resolution No. R-125-22. The original Contract award was in the amount of \$9,116,265.32, with a total Contract period of 363 days.

During construction, a severely cracked 60-inch valve was uncovered, which was leaking and posed an immediate risk to system stability. This issue was only visible after demolition of the existing 60-inch pipeline. In addition, unforeseen obstructions required emergency modifications to the connection of the new 72-inch pipeline to ensure a secure and stable installation. The additional work included emergency stabilization of the leak to prevent excavation flooding, replacement of the damaged 60-inch valve, modification of the 72-inch connection points to account for unexpected pipeline conditions, removal of an obstructing thrust block and necessary structural stabilization to support the new installation, and 24-hour construction shifts to complete the work as quickly as possible.

WASD and the EOR are currently evaluating additional work that may be necessary to complete the original scope of the Contract. This additional work is essential to achieving the core objective of the Project, which was to establish a redundant transmission pipeline. A redundant system is critical for maintaining continuous operations in the event of a system failure, accidental damage caused by third parties, or other unforeseen events. It also allows for scheduled preventive maintenance on either pipeline by enabling flow transfers between the two systems. A subsequent change order is forthcoming to incorporate further additional work that may be needed to meet this objective along with a time extension that would be required to carry out the added work.

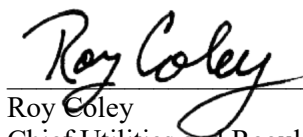
Small Business Enterprise Measures

On May 7, 2025, the Office of Small Business Development (SBD) reviewed Contract No. W-942 for compliance with a 5.47 percent Small Business Enterprise (SBE) – Construction (Con) goal, a 2.90 percent SBE – Goods goal, and Responsible Wages and Benefits requirement. Resolution No. R-1001-15 requires 85 percent of the SBE goal applicable to the portion of the Contract work performed to date be met before the Board considers a change order/amendment. At the time of bid, the Contractor proposed to meet the SBE-Con goal by having SBE-Con firm Caruva, Inc. (Caruva) perform 5.18 percent of the goal and A&M Brothers Concrete Corp. (A&M) perform .29 percent of the goal. Caruva performed .52 percent of the work then withdrew from the Project. The Contractor reported that the work assigned to A&M has not yet commenced, as it relates to the SBE-Con goal.

WASD will be recommending to the Board through a forthcoming second change order that the SBE-Con goal be reduced to exclude the balance of the work committed to Caruva due to the complexity of the post compression concrete pipeline work. The SBE-Con goal would, therefore, be reduced to .81 percent, which is equal to the .52 percent performed by Caruva plus the .29 percent committed to A&M.

For these reasons, the Contractor is not in compliance with Resolution No. R-1001-15; however, the Contractor is in compliance with Responsible Wages and Benefits requirements. See the SBD memorandum attached hereto as Exhibit C.

Attachments



Roy Coley
Chief Utilities and Regulatory Services Officer

EXHIBIT A

MIAMI-DADE COUNTY, FLORIDA

WATER AND SEWER

CHANGE ORDER TO ORIGINAL CONTRACT

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA



CHANGE ORDER NO: 1

CONTRACT NO: W-942

DATE: 3/19/2025

PROJECT TITLE: 72-Inch Water Main In West 2nd Avenue Between 11th Street and 13th Street

TO CONTRACTOR: LANZO CONSTRUCTION CO FLORIDA 2600 SW 3rd Avenue, Suite # 301 Miami, Florida 33129

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized:

Change Order No. 1 increases the Contract amount by \$758,703.99 for the emergency replacement of a failed 60-inch valve, pipeline modifications, and construction sequencing adjustments required to prevent system failures and ensure uninterrupted water service. It also grants a 631-day non-compensable time extension with a replenishment of the Contingency Time Allowance of 33 days.

Monetary Justification:

Contract No. W-942 was awarded to Lanzo Construction Co., Florida (the "Contractor") on August 27, 2021 for a 72-Inch Water Main in West 2nd Avenue Between 11th Street and 13th Street. The award was ratified by the Board of County Commissioners (the "Board") on February 1, 2022, via Resolution No. R-125-22. The total Contract award was \$9,116,265.32 with a Contingency Allowance of \$781,616. (Continued below)

Time Justification:

The Notice to Proceed was issued on January 3, 2022, which established November 29, 2022, as the Contract's original Final Completion Date. During construction Miami-Dade Water and Sewer Department ("WASD") approved an extension of 22 non-compensable days through the Contract's Contingency Time Allowance, which revised the Final Completion Date to December 21, 2022.

This Change (Continued below)

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$9,116,265.32
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$9,116,265.32
COST OF CHANGES WITH THIS DOCUMENT-----	\$758,703.99
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$9,874,969.31
PERCENT INCREASE WITH THIS CHANGE-----	8%
TOTAL PERCENT INCREASE TO DATE-----	8%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	330 / 0 / 631
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	33 / 0 / 33
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1027

CERTIFYING STATEMENT:

The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

Organization	Name	Title	Date
LANZO CONSTRUCTION CO FLORIDA		Contractor	3/21/2025 3/24/2025 See below
Surety		Surety	
Liberty Mutual Insurance Company			
Title Attorney-in-fact	Name Holly Nichols	Date	3/24/2025
Approved By: County Attorney (for legal sufficiency)			3/31/25
Approved By: County Mayor			4/2/25
Attested By: Clerk of the Board	Juan Fernandez-Barquin, Clerk of the Court and Comptroller		04/03/2025
Attested by:			
Deputy Clerk:	Olga Valverde - e18183		

MDC005



Time Justification: (Continued)

Order addresses three significant events that have affected the Project's critical path and resulted in this request for an additional 631 days.

1. Supply Chain Delays – 371 days

Due to global supply chain shortages, the procurement of essential large-diameter Pre-Stressed Concrete Cylinder Pipe ("PCCP"), valves, and fittings was severely delayed, which impacted the Project's schedule. These components are custom-fabricated and could not be sourced from alternative suppliers within an acceptable timeframe. Due to the large size of this pipe, the only material that can be utilized to custom fabricate the pipe is concrete. A total of 371 days were required due to the extended lead times for the 72-inch PCCP pipe, valves, and fittings, with some components facing delays of more than 12 months due to global supply chain disruptions.

2. Emergency Pipeline Repair – 60 days

An unforeseen structural emergency arose when a previously undetected deteriorated pipeline surrounding the construction area was discovered to be failing, which required immediate fiber wrap repairs before work could proceed. An additional 60 days were required for emergency fiber wrap reinforcement of an existing pipeline that was found to be structurally compromised. These repairs were essential to prevent failure under operational pressure before proceeding with planned work.

3. Utility Conflicts with Proposed Sanitary Sewer – 200 Days

To facilitate the installation of the new 72-inch main, the Project's original scope of work also included the relocation of existing water, sewer, drainage, and compressed air facilities along the route of the new pipe. During exploratory digging, previously unrecorded underground utilities were found in direct conflict with the proposed gravity sewer system. Because the existing system could not be installed as originally designed, the Project required a complete redesign to convert the sewer into a pressurized system. The modified system required a mini lift station, grinder pump, electrical upgrades, and the rerouting and regrading of utilities. This redesign required engineering approvals, regulatory coordination, procurement of specialized components, and a phased implementation plan to maintain continuous operations. The cost of these modifications totaled \$178,077.82, which was funded through the Contract's Contingency Allowance. A 200-day non-compensable time extension is required for design, approvals, procurement, and phased installation.

As construction is ongoing a Contingency Time Allowance Replenishment of 33 days will also be approved through this Change Order.

Monetary Justification: (Continued)

40 and a Contract duration of 330 days with a Contingency Time Allowance of 33 days.

During construction, a severely cracked 60-inch valve was uncovered, actively leaking and posing an immediate risk to system stability. This issue was only visible after demolition of the existing 60-inch pipeline. In addition, unforeseen obstructions required emergency modifications to the connection of the new 72-inch pipeline to ensure a secure and stable installation. The scope of work included emergency stabilization of the leak to prevent excavation flooding, replacement of the damaged 60-inch valve, modification of the 72-inch connection points to account for unexpected pipeline conditions, removal of an obstructing thrust block and necessary structural stabilization to support the new installation, and 24-hour construction shifts to complete the work as quickly as possible. The total cost of this additional work is \$856,516.35. The Contractor has been compensated \$97,812.36 through the Contingency Allowance. The remaining balance of \$758,703.99 will be approved through this Change Order.

Conclusion:

Change Order No. 1: (1) increases the Contract Amount by \$758,703.99, thereby bringing the Contract award up from \$9,116,265.32 to \$9,874,969.31; (2) grants a non-compensable 631-day time extension to the Contract, thereby extending the Contract's Final Completion Date from December 21, 2022 to September 12, 2024; and (3) replenishes the Contract Contingency Time Allowance by 33 days.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Exhibit B

Ratification of Amendments/Change Orders Authorized by the WASD Accelerate Ordinance

No.	Type of Solicit.	Contract No.	Project Name	Firm Awarded	Comm. District	Change Order Amount	Original Contract Amount	Funding Source(s)	Est. Start Date	Contract Measures	Brief Project Description
	Contract Type	Project No.				Change Order Time	Adjusted Contract Amount		Est. End Date		
MDC008	County Bid Process; Construction Contract	Contract No. W-942	72-Inch Water Main in West 2nd Avenue Between 11th Street and 13th Street	Lanzo Construction Co., Florida	Comm. District 6 (Natalie Millian Orbis)	\$758,703.99; 631-day non-compensable time extension with a replenishment of the Contingency Time Allowance of 33 days	Original Contract Amount \$9,116,265.32; Adjusted Contract Amount \$9,874,969.31	Future WASD Revenue Bonds, WASD Revenue Bonds Sold	Notice to Proceed Start Date: 01/03/2022 Completion Date: 09/12/2024	SBE G/S - 2.90% SBE A/E - N/A SBE Const. - 5.47% CWP Prog. - N/A	This project consists of the construction of a 72 -inch Prestressed Concrete Embedded Cylinder Pipe (PCCP) water main to be installed in West 2nd Avenue between 11th Street and 13th Street, within and nearby the WASD's Preston Water Treatment Plant, in the City of Hialeah, Florida. *** This Change Order No. 1 increase the Contract amount by \$758,703.99 and grants a 631-day non-compensable time extension with a replenishment of the Contingency Time Allowance of 33 days to the Contract thereby extending the Contract's Final Completion Date from December 21, 2022 to September 12, 2024.

EXHIBIT C

Memorandum



Date: May 7, 2025

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

From: Laurie Johnson, Interim Director
Office of Small Business Development

Subject: Project No. W-942: 72-Inch Water Main In West 2nd Avenue Between 11th Street and 13th Street

Change Order No.1 to Project No. W-942 was reviewed for the application of Small Business Enterprise (SBE) measures and compliance with Resolution R-1001-15. Project No. W-942 was awarded with a 5.47% Small Business Enterprise - Construction (SBE-Con) goal and a 2.90% Small Business Enterprise - Goods (SBE-Goods) goal. Change Order No.1 increases the contract time and value.

At time of bid, the prime contractor Lanzo Construction Co. of Florida (Lanzo) proposed to meet the SBE-Con goal by having SBE-Con firm Caruva, Inc. (Caruva) perform water and sewer line and related structures work for 5.18% and A&M Brothers Concrete Corp. (A&M) perform poured concrete flatwork for 0.29%. Caruva performed \$46,970 (0.52%) of work then withdrew from the project because it needed its crews to work on other projects.

Water and Sewer Department (WASD) staff is recommending the SBE-Con goal be reduced to exclude the balance of the work committed to Caruva due to the complexity of the post compression concrete pipeline work needed to be performed by Lanzo. Pursuant to the SBE-Code, after bid advertisement the established subcontractor goal may be reduced only with the approval of the Board of County Commissioners (BCC). As such, WASD staff reported it will be recommending to the BCC, in Change Order No. 2 to this project, that SBE-Con subcontractor goal be reduced to 0.81% equal to the 0.52% performed by Caruva plus the the 0.29% committed to A&M.

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 BCC considers a change order/amendment. Lanzo has performed/requisitioned \$8,332,542. If the SBE-Con goal is reduced to 0.81%, the SBE-Con firms will have to have performed \$57,369 and SBE-Goods firm to have performed \$205,397 for compliance with Resolution R-1001-15. To date, the SBE-Con firms on the project have performed \$46,970 and the SBE-Goods firm has performed \$418,974. Lanzo is not in compliance with Resolution No. R-1001-15 as it relates to the SBE-Con goal. Lanzo reported the work assigned to A&M has not yet commenced, and has committed to utilize A&M to complete the concrete restoration work needed after the pipe installation activities are completed. Lanzo and its subcontractors are in compliance with Responsible Wages and Benefits requirements. 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, Interim Assistant Director, Contract Compliance, WASD
Patty Palomo, Chief, Intergovernmental Affairs, WASD
Frances Morris, Chief Financial Officer, WASD
Paul Adams, Chief, Construction Contracts Division, WASD
Alice Hidalgo-Gato, SBD Section Chief
Patrick Hines, SPA1, SBD



MEMORANDUM

(Revised)

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

DATE: June 26, 2025

FROM: 
Gen 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)
6-26-25

RESOLUTION NO. R-614-25

RESOLUTION RATIFYING ACTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY APPROVAL OF CHANGE ORDER NO. 1 TO CONTRACT NO. W-942 BETWEEN MIAMI-DADE COUNTY AND LANZO CONSTRUCTION CO., FLORIDA FOR CONSTRUCTION OF A 72-INCH WATER MAIN IN WEST 2ND AVENUE BETWEEN 11TH STREET AND 13TH STREET, WHICH CHANGE ORDER INCREASES THE CONTRACT AMOUNT BY \$758,703.99, GRANTS A 631-DAY NON-COMPENSABLE TIME EXTENSION AND REPLENISHES THE CONTINGENCY TIME ALLOWANCE BY 33 DAYS

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 ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically, approval of Change Order No. 1 to Contract No. W-942, Construction of a 72-Inch Water Main in West 2nd Avenue between 11th Street and 13th Street, between Miami-Dade County and Lanzo Construction Co., of Florida. Change Order No. 1: (1) increases the Contract amount by \$758,703.99, thereby bringing the total Contract award up from \$9,116,265.32 to \$9,874,969.31; (2) grants a 631-day non-compensable

time extension, which modifies the Final Completion Date from December 21, 2022 to September 12, 2024; and (3) replenishes the Contingency Time Allowance by adding 33 days. A copy of Change Order No. 1 is attached to the accompanying memorandum as Exhibit A.

The foregoing resolution was offered by Commissioner **Natalie Milian Orbis**, 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of June, 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