

# Memorandum



**Date:** January 20, 2021

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor **\*\*Consent Decree Project\*\***

Agenda Item No. 8(O)(1)

**Subject:** Resolution Ratifying the Action Related to Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance pursuant to Section 2-8.2.12 of the Miami-Dade County Code

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) ratify the action of the County Mayor or County Mayor’s designee as authorized under Section 2-8.2.12 of the Miami-Dade County Code related to Miami-Dade Water and Sewer Department’s Consent Decree and Capital Improvement Programs Acceleration Ordinance (WASD’s Acceleration Ordinance) for the funded projects identified below and on Exhibit A, as attached.

## **Consent Decree Projects**

Item 1 – Change Order No. 2 to Contract No. S-889 is for \$1,505,843.21 and an 831-calendar day time extension between Miami-Dade County Water and Sewer Department (WASD) and Poole and Kent Company of Florida (P&K) for CD 2.15(1) Central District Wastewater Treatment Plant - Plant 2 Cluster 1 Digester Upgrades.

Item 2 – Change Order No. 1 to Contract No. S-909 is for an 871-calendar day time extension between WASD and P&K for CD 2.15(2) Central District Wastewater Treatment Plant - Plant 2 Cluster 2 Digester Upgrades.

Item 3 – Change Order No. 1 to Contract No. S-897 is for a 420-calendar day time extension between WASD and P&K for CD 1.07 South District Wastewater Treatment Plant – Digesters, Control Building Upgrades, Acid Phase and Substation 7 & 8.

## **Scope**

The commission districts of the projects’ locations are included on Exhibit A, which provides basic information about the change orders for which ratification is being requested.

## **Fiscal Impact/Funding Source**

Item 1 – Funding for this Change Order No. 2 will come from Wastewater Treatment Plant - Consent Decree Projects, OMB Project # 964120, FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan, Page 71. Specifically, the funding sources are: WASD Revenue Bonds Sold, Wastewater Connection Charges, Wastewater Renewal Fund and Future WASD Revenue Bonds.

Item 2 – Change Order No. 1 provides the contractor, P&K, with an 871-day non-compensable time extension on the project and does not add any monies to Contract S-909. There is no fiscal impact to the County.

Item 3 –Change Order No. 1 provides the contractor, P&K, with a 420-day non-compensable time extension on the project and does not add any monies to Contract S-897. There is no fiscal impact to the County.

**Track Record/Monitoring**

WASD Senior Program Manager for Capital Projects and Compliance, Daniel J. Edwards, will oversee the implementation of these change orders.

**Background**

On September 3, 2014, the Board approved Ordinance No. 14-77 authorizing the County Mayor or County Mayor’s designee to award and amend contracts, and negotiate and issue change orders for funded capital projects and to accelerate the approval of WASD’s: 1) Consent Decree projects, and 2) projects identified in WASD Multi-Year Capital Plan’s Capital Improvements Program, subject to ratification by the Board.

**Item 1- Change Order No. 2 for CD 2.15(1) CDWWTP - Plant 2 Cluster 1 Digester Upgrades, Contract No. S-889**

In October 2016, after a competitive solicitation, Contract S-889 was awarded to P&K to construct upgrades to the existing Plant 2 Digester Cluster 1 facility and electrical Substation 15 and 16 at the Central District Wastewater Treatment Plant (CDWWTP), located in Virginia Key. The total amount of the award was \$24,905,200 with a contract duration of 600-calendar days for Final Completion and a Contingency Time Allowance of 60 days. The Notice to Proceed was October 31, 2016, establishing April 24, 2018 as the Contract’s Substantial Completion Date and June 23, 2018, as the Contract’s Final Completion Date. During construction, WASD extended the contract by 19 days through the Contract’s Contingency Time Allowance. The Board also approved Change Order No. 1 for 241 days. A total of 260 calendar days have been granted extending the Substantial Completion Date to January 9, 2019 and Final Completion Date to March 10, 2019.

The Contract documents included structural work to the existing Control Building, Digester Cluster 1 (Tanks 1, 2, and 4), and the replacement of the three Digester Tank Covers. The Contract Specifications provided design requirements for the new covers, including the requirement that the floating cover shall be radial beam type and designed to maintain a maximum nominal 6-inch clearance between the digester wall and the floating cover rim plate. The Contract Specifications also provided loads and stresses to be incorporated into the design of the new floating covers.

On August 5, 2019, as work was being conducted on the Digester Tank 2 Cover, it was noticed that a portion of a corbel had cracked. Corbels are structural concrete ledges projecting from the tanks’ walls that are used to support the covers. The crack occurred in the outside edge, just beyond the reinforcing steel. P&K submitted a Request for Information (RFI) inquiring if the repair of the corbel could be done using the typical concrete beam repair detail and suggesting the use of additional reinforcing steel.

Based on the calculations provided by P&K and Ovivo (the “Cover Manufacturer”) in response to the RFI, Stantec Consulting Services Inc., the Engineer of Record (the “EOR”), advised AECOM, the Consent Decree Program Manager/Construction Manager (“CD PMCM”), that the digester tanks’ corbels appeared to be structurally deficient and required modifications to support the new covers. The EOR also indicated that an analysis and evaluation on how to raise/support the new covers during the corbel modifications was required because the new covers were already installed.

Following several conversations regarding the corbels, a meeting was held on September 11, 2019 between WASD, CD PMCM, P&K, the EOR, and the Cover Manufacturer. During this meeting, the

EOR presented the Contract Document Requirements as well as potential solutions to the corbel and cover as-built conditions that included the EOR's review of existing corbel reinforcement. The EOR pointed out that the 6-inch clearance between the cover and tank wall needed to be met in order to comply with America Concrete Institute (ACI) Code.

In a summary memorandum dated November 11, 2019, the EOR documented the Digester cover/corbel issues and the assumptions used to design the modifications. The EOR also identified several inconsistencies in the P&K and Cover Manufacturer's submittal that were not identified in the EOR's original submittal review. To address these issues, a price of \$1,505,843.21 was negotiated and accepted by the Contractor. The proposal includes labor, equipment, and material to perform the corbel modification identified at the three (3) Digester Tanks in Cluster 1. The Time Impact of the corbel modifications is 831 calendar days. The Substantial Completion Date will be extended from January 9, 2019 to April 19, 2021, and the Final Completion Date will be extended from March 10, 2019 to June 18, 2021 through the approval of this Change Order.

Item 2- Change Order No. 1 for CD 2.15(2) CDWTP - Plant 2 Cluster 2 Digester Upgrades, Contract No. S-909

In May 2018, after a competitive solicitation, Contract S-909 was awarded to P&K for the furnishing of all materials, labor, and equipment necessary for upgrades to the existing Plant 2 Digester Cluster 2 facility at the CDWWTP, located in Virginia Key. The total amount of the award was \$29,227,440 with a contract duration of 510-calendar days for Final Completion and a Contingency Time Allowance of 51 days. The Notice to Proceed was July 10, 2018, establishing December 2, 2019, as the contract's original Final Completion Date.

This change order is for two incidents that have affected the Contract's critical path.

- Concrete Slab

The Contract documents provided for the repair of concrete located in Digester Cluster 2. During a coordination meeting held on February 6, 2019, P&K and AECOM, the Consent Decree Program Manager/Construction Manager, expressed concern over the structural condition of the ground floor slab at the Digester Cluster 2 Control Building. The Structural Engineer of Record's May 9, 2019 Site Visit Report provided a recommendation that the entire slab be demolished and replaced instead of repaired.

A decision was made by WASD Management to replace the entire slab because of the extensive amount of repair required. P&K will remove the existing concrete slab; demolish interior stairs and railings; construct a new elevated 7-inch slab with reinforcing steel; furnish new aluminum railings and nosings, storage containers for equipment, dust extractors, and temporary lighting; perform all surface preparation and coating; and attain all required permits for a cost of \$400,527.38. These costs will be paid through the Contract's Contingency Allowance Account. The work will extend the contract time by 621 days.

- Corbel Modifications

The Contract documents included structural work to the existing Control Building and Plant 2 Digester Cluster 2 (Tanks 5 through 8) and the replacement of the four Digester Tank Covers at the CDWWTP. Structural work includes restoring and repairing concrete; constructing penetrations and modifications for new exhaust/supply fans and piping; furnishing and installing infill; and repairing existing openings and penetrations, concrete equipment pads and supports, finishes and coatings.

A similar project (Contract No. S-889, referenced in this Memorandum as Item 1) involving the same Contractor, P&K, and EOR, was underway at the same Plant (CDWWTP) at the same time. Corbel/cover issues were previously encountered on S-889.

In November 2019, the EOR requested confirmation from P&K that the Cover Manufacturer had evaluated the ability of the existing corbels to support the new covers, as stipulated in Contract drawings for Cluster 2. It was determined that corbel modifications would be required. The following work needs to be performed for the corbel modifications: partial demolition of sections of the corbels; cleaning of all exposed concrete surfaces; coating the concrete surfaces with a bonding agent; patching concrete areas with repair mortar; installing new reinforcing steel at each location where the cover loads are supported on the corbel; installing bolts through the corbel and tank wall; filling the void under the installed covers with grout to support the new covers; and providing scaffolding for the entire perimeter of each tank. P&K identified a time impact of 871 calendar days associated with the corbel modifications. This delay has concurrency with the 621 days associated with the Concrete Slab additional work. Due to the concurrent delays, the corbel modifications will affect the project’s schedule by 250 calendar days. P&K will be paid the amount of \$1,725,468.36 through the project’s Contingency Allowance Account and will be granted 250 calendar days through this Change Order.

Change Order No. 1 to Contract No. S-909 extends the contract by a total of 871 days but does not add any additional monies to the contract. The Substantial Completion Date will be extended from October 3, 2019 to February 20, 2022. The Final Completion Date will be extended from December 2, 2019 to April 21, 2022.

Item 3- Change Order No. 1 for CD 1.07 SDWWTP – Digesters, Control Building and Acid Phase and Substation 7 & 8, Contract No. S-897

In May 2018, after a competitive solicitation, Contract No. S-897 was awarded to P&K for the furnishing of all materials, labor, and equipment necessary for upgrades to the Digesters and Control Buildings, Acid Phase and Substations 7 & 8 at the South District Wastewater Treatment Plant (SDWWTP), located at 23300 S.W. 88 Avenue, Homestead, Florida 33032. The total amount of the award was \$93,361,000 with a contract duration of 1,380-calendar days for Final Completion and a Contingency Time Allowance of 138 days. The Notice to Proceed was August 8, 2018, establishing May 19, 2022 as the Contract’s Final Completion Date.

The Contract documents include structural work to the existing Control Building and Digester Clusters 1 and 2, Tanks 1 through 8, including the demolition and replacement of all Digester Tank Covers at the SDWWTP. Structural work includes: restoring and repairing concrete; constructing penetrations and modifications for new exhaust/supply fans and piping; furnishing and installing infill; and repairing existing openings and penetrations, concrete equipment pads and supports, finishes and coatings.

A similar project (Contract No. S-889, referenced in this Memorandum as Item 1) involving the same Contractor, P&K, and EOR, was underway at CDWWTP at the same time. Corbel/cover issues were previously encountered on S-889.

On November 20, 2019, the EOR requested confirmation from P&K that the Cover Manufacturer had evaluated the ability of the existing corbels to support the new covers, as stipulated in Contract drawings, Sheet M-40 for the tanks at SDWWTP. It was determined that corbel modifications were required. The



Alternate Design Proposal submitted by P&K included a total of 59 corbel modification locations per tank for a total of 472 locations for all eight tanks cumulatively. The modification consists of: partial demolition of the corbels; cleaning of all exposed concrete surfaces; coating all concrete surfaces with a bonding agent; patching concrete areas with repair mortar; installing new reinforcing steel at each location where the cover loads are supported on the corbel; installing bolts through the corbel and tank wall; and filling the void under the installed covers with grout to support the new covers. Additionally, in order to perform the repairs, the entire perimeter of each tank must be scaffolded. P&K will be paid the amount of \$2,847,589.53 through the project’s Contingency Allowance Account and will be granted 420 calendar days through this Change Order.

Change Order No. 1 to Contract S-897 extends the contract by a total of 420 days but does not add any additional monies to the contract. The Substantial Completion date for Milestone No. 2 will be extended from November 20, 2021 to July 13, 2023. The Final Completion Milestone will be extended from May 19, 2022 to January 9, 2024. The Substantial Completion date for Milestone No. 3 will not be affected.

The approval of these change orders does not constitute a waiver or release by the County of its right to pursue recovery of all costs associated with them, including but not limited to, liquidated damages from the responsible parties, including P&K and the EOR. The County will avail itself of any and all legal remedies against the responsible parties.

**Small Business Enterprise Measures**

Item 1 – In August 2020, prior to the issuance of Change Order No. 2, the Internal Services Department’s Small Business Development (SBD) Division reviewed Contract No. S-889 for compliance with the 10.10% SBE-Construction (SBE-Con) goal, 1.80% Small Business Enterprise – Goods and Services (SBE-G/S) goal, Responsible Wages and Benefits, and Resident First Training and Employment (Residents First) Program requirements. SBD determined that P&K is in compliance with the goals. There are two subcontractors with open wage violations. P&K is in compliance with the Residents First Training and Employment Program. See the SBD memorandum, attached hereto as Exhibit B-1.

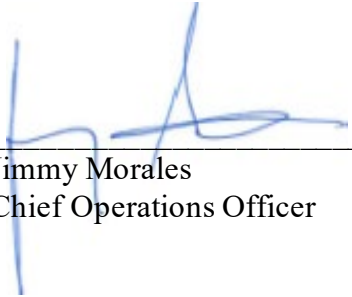
Item 2 – In July 2020, prior to the issuance of Change Order No. 1, the Internal Services Department’s SBD Division reviewed Contract No. S-909 for compliance with the 10.43% SBE-Construction (SBE-Con) goal, 2.71% Small Business Enterprise – Goods and Services (SBE-G/S) goal, Responsible Wages and Benefits, and Resident First Training and Employment (Residents First) Program requirements, and Employ Miami-Dade Program requirements. SBD determined that P&K is in compliance with the goals. P&K is in compliance with the Responsible Wages and Benefits, Residents First Training and Employment Program, and Employ Miami-Dade Program requirements. See the SBD memorandum, attached hereto as Exhibit B-2.

Item 3 – In August 2020, prior to the issuance of Change Order No. 1, the Internal Services Department’s SBD Division reviewed Contract No. S-897 for compliance with the 10.24% SBE-Construction (SBE-Con) goal, .86% Small Business Enterprise – Goods and Services (SBE-G/S) goal, Responsible Wages and Benefits, Residents First Training and Employment (Residents First) Program, Community Workforce Program, and Employ Miami-Dade requirements. SBD determined that P&K is in compliance with the goals. P&K is in compliance with the Responsible Wages and Benefits, Community Workforce Program, Residents First Training and Employment Program, and Employ Miami-Dade Program. See the SBD memorandum, attached hereto as Exhibit B-3.

Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners  
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Attached hereto as Exhibits C-1, C-2 and C-3 are the change orders identified in this memorandum, which have been executed by the County Mayor or County Mayor’s designee in accordance with WASD’s Acceleration Ordinance. Copies of the original construction contracts are available upon request from the Department’s Construction Contracts Division.

Attachments



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Jimmy Morales  
Chief Operations Officer

# Exhibit A

## 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	Change Order Description			
1	County Bid Process; Construction Contract	Contract No. S-889	CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades	Poole & Kent Company of Florida	District 7 Raquel A. Regalado	\$1,505,843.21 831-calendar day time extension	Original Contract Amount \$24,905,200.00; Adjusted Contract Amount \$26,411,043.21	WASD Revenue Bonds Sold; Waste-water Connection Charges; Waste-water Renewal Fund; and Future WASD Revenue Bonds	Notice to Proceed Start Date: 10/31/2016 Completion Date: 06/18/2021	SBE G/S - 1.80% SBE A/E - N/A SBE Const. - 10.10% CWP Prog. - N/A	This project consists of furnishing all materials, labor, and equipment necessary to construct upgrades to the existing Plant 2 Digester Cluster 1 facility at CDWWTP to restore the loss of digestion capacity at the plant.  This Change Order increases the contract amount by \$1,505,843.21 and provides an 831-calendar day time extension.			


# Exhibit A

## 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.							Est. End Date		
2	County Bid Process; Construction Contract	Contract No. S-909	CD 2.15(2) Central District Wastewater Treatment Plant 2 Cluster 2 Digester Upgrades	Poole & Kent Company of Florida	District 7 Raquel A. Regalado	\$0.00 871-calendar day time extension	Original Contract Amount \$29,227,440; Adjusted Contract Amount \$29,227,440	Future W/ASD Revenue Bonds; W/ASD Revenue Bonds Sold; Wastewater Renewal Fund	Notice to Proceed Start Date: 07/10/2018 Completion Date: 04/21/2022	SBE G/S - 2.71% SBE A/E - N/A SBE Const. - 10.43% CWP Prog. - N/A	This project is for the construction of upgrades to the existing Plant 2 Digester Cluster 2 facility at the CDWWTP. This Change Order provides an 871-calendar day time extension.
3	County Bid Process; Construction Contract	Contract No. S-897	CD 1.07 SDWWTP Digesters and Control Building Upgrades, Acid Phase and Substation 7 & 8	Poole & Kent Company of Florida	District 7 Raquel A. Regalado	\$0.00 420-calendar day time extension	Original Contract Amount \$93,361,000.00; Adjusted Contract Amount \$93,361,000.00	Future W/ASD Revenue Bonds; W/ASD Revenue Bonds Sold; Wastewater Renewal Fund	Notice to Proceed Start Date: 08/08/2018 Completion Date: 01/09/2024	SBE G/S - 0.86% SBE A/E - N/A SBE Const. - 10.24% CWP Prog. - N/A	This project is for construction of Digester Cluster 1 and 2 Upgrades, new Acid Phase Digester Cluster, and new Electrical Substations 7 and 8 Building, at the SDWWTP. This Change Order provides a 420-calendar day time extension.

**Date:** August 4, 2020

**To:** Kevin T. Lynskey, Director  
Miami-Dade Water and Sewer Department

**From:** Gary T. Hartfield, Director  
Small Business Development Division  
Internal Services Department 

**Subject:** Project No. RPQ No. S-889, CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades -  
Change Order No. 2

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Project No. RPQ No. S-889, CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades was reviewed for compliance with the 10.10% Small Business Enterprise – Construction (SBE-Construction) goal, 1.80% Small Business Enterprise – Goods and Services (SBE-G/S) goal, Responsible Wages and Benefits, and Resident First Training and Employment (Residents First) Program requirements. Change Order No. 2 increases the contract value and extends the time. The SBE-Construction measure applies to this change order and the SBE-G/S measure does not. Resolution R-1001-15 requires that 85% of the SBE goal applicable to the portion of the contract work performed to date be met before the Board of County Commissioners considers a change order/amendment.

The 10.10% SBE-Construction goal based on the contract amount for base plus contingency is valued at \$2,448,644. The SBE-Construction firms meeting the goal have performed \$2,766,321 and been paid \$2,637,879. The 1.80% SBE-Goods goal is valued at \$436,392. The SBE-Goods firm meeting the goal has performed and been paid \$746,018. As such, the prime, Poole & Kent Company of Florida (Poole & Kent) is in compliance with the goals and R-1001-15.

There are two subcontractors with open wage violations. Transamerica Construction Company was notified of an underpayment to employees, replied with additional information, and will be issued a Notice of Violation that will allow they comply or appeal within 30 days. MAR's Contractors, Inc. appealed a Notice of Violation issued on October 6, 2019 for an underpayment of \$4,813 to five employee. An administrative hearing will be scheduled once procedures to conduct the hearing pursuant to social distancing protocols are developed by the County Attorney's Office.


Poole & Kent and its subcontractors are in compliance with the Residents First Training and Employment Program. Poole & Kent's workforce plan, accepted on January 31, 2017, reported a total workforce of sixty-four (64) employees including thirty-nine (39) employees with residency in Miami-Dade County. Please contact Alice Hidalgo-Gato, SBD Section Chief, at 786-322-8547 for additional information.

c: Doug Yoder, Deputy Director, WASD  
Hardeep Anand, Deputy Director, WASD  
Margaret Moss, Chief, Small Business Initiatives, WASD  
Edith Brown, Chief, Contract Compliance Division, WASD  
Daniel Edwards, Project Manager, WASD  
Alice Hidalgo-Gato, SBD Section Chief, ISD  
Laurie Johnson, SBD Section Chief, ISD



**Date:** July 17, 2020

**To:** Kevin T. Lynskey, Director  
Miami-Dade Water and Sewer Department

**From:** Gary T. Hartfield, Director  
Small Business Development Division  
Internal Services Department 

**Subject:** Project No. RPQ No. S-909, CD 2.15(2) Central District Wastewater Treatment Plant - Plant 2 Cluster 2 Digester Upgrades - Change Order No. 1

Project No. RPQ No. S-909, CD 2.15(2) Central District Wastewater Treatment Plant - Plant 2 Cluster 2 Digester Upgrades was reviewed for compliance with the Small Business Enterprise – Construction (SBE-Con) measure, Small Business Enterprise – Goods and Services (SBE-G/S) measure, Responsible Wages and Benefits, Resident First Training and Employment (Residents First) Program requirements, and Employ Miami-Dade Program requirements. Change Order No. 1 is for Ground Floor Slab Replacement (621-Day Non-Compensable Time Extension) and Corbel Modifications (250 Calendar Days). The money associated with the changes will be paid through the contract's Contingency Allowance Account. The SBE-Con measure will apply to this change order not the SBE-G/S measure. Resolution No. R-1001-15 requires County contracts with small business measures meet at least 85 percent of the small business goals applicable to the portion(s) of the contract work performed to date before a change order or contract amendment is considered for Board approval. Resolution R-525-17 exempted change orders or amendments for non-compensatory time extensions from this requirement. Change Order No. 1 is for a time extension only, as such R-1001-15 does not apply.


The prime contractor, Poole & Kent Company of Florida (Poole & Kent) has performed \$21,347,352 and been paid \$20,226,616 to date. The 2.71% SBE-Goods & Services goal is equal to \$765,759. The SBE-Goods and Services vendor has performed and been paid \$820,513 in compliance with the goal. The 10.43% SBE-Construction goal is equal to \$2,947,184. The SBE-Construction subcontractors have performed \$3,248,094 and been paid \$3,079,375 in compliance with the goal.

Poole & Kent and its subcontractors are in compliance with Responsible Wages and Benefits, Residents First Training and Employment Program, and Employ Miami-Dade Program requirements. Poole & Kent's workforce plan, accepted on June 29, 2018, reported a total workforce of forty-three (43) employees including twenty-five (25) Miami-Dade County residents. To date, five (5) employees have been found on site without OSHA-10 safety training, all of which subsequently completed the training. Nineteen (19) employees have been recruited from the Employ Miami-Dade Program, one (1) of which has worked sufficient days for compliance with the program. Poole & Kent's compliance with the Residents First Training and Employment Program and Employ Miami-Dade Program goals will be determined at project completion. Please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153 for additional information.

c: Doug Yoder, Deputy Director, WASD  
Hardeep Anand, Deputy Director, WASD  
Margaret Moss, Chief, Small Business Initiatives, WASD  
Edith Brown, Chief, Contract Compliance Division, WASD  
Daniel Edwards, Project Manager, WASD  
Alice Hidalgo-Gato, SBD Section Chief, ISD  
Laurie Johnson, SBD Section Chief, ISD

**Date:** August 3, 2020

**To:** Kevin Lynskey, Director  
Miami-Dade Water and Sewer Department

**From:** Gary T. Hartfield, Director  
Small Business Development Division  
Internal Services Department 

**Subject:** Project No. S-897, SDWWTP Digester & Control BLD - Change Order No. 1

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Change Order No. 1 to Project No. S-897, SDWWTP Digester & Control BLD was reviewed for application of Small Business Enterprise (SBE) measures, and the project was reviewed for compliance with the Small Business Enterprise goals, Responsible Wage and Benefits, Community Workforce Program and Employ Miami-Dade requirements. Change Order No. 1 extends the time only. The contract was awarded with a 10.24% SBE-Construction (SBE-Construction) and 0.86% SBE-Goods (SBE-G) goal which remain the same for Change Order No. 1. Resolution No. R-1001-15 requires County contracts with small business measures meet at least 85 percent of the small business goals applicable to the portion(s) of the contract work performed to date before a change order or contract amendment is considered for Board approval. Resolution R-525-17 exempted change orders or amendments for non-compensatory time extensions from this requirement. Change Order No. 1 is for a time extension only, as such R-1001-15 does not apply.

The prime contractor, Poole & Kent Company of Florida (Poole & Kent) has performed \$54,611,607 and been paid \$34,632,800 to date. The SBE participation required, calculated on the performed to date is equal to \$469,659 for SBE-Goods and \$5,592,228 for SBE-Construction. The SBE-Goods vendor has performed and been paid \$842,366. The 10.24% SBE-Construction subcontractor has performed \$7,357,646 and have been paid \$6,441,783. The prime contractor is currently in compliance with the goals.

Poole & Kent and its subcontractors are in compliance with the Responsible Wages and Benefits. Poole & Kent is in compliance with the Community Workforce Program (CWP), Residents First Training and Employment Program, and Employ Miami-Dade Program (Employ-MD). Poole & Kent's workforce plan, accepted on June 29, 2018, reported a total workforce of 101 employees requiring 10 CWP positions for compliance with the 10% goal and twenty (20) positions for compliance with Employ M-D. No employees were approved to meet the CWP goal. Fifty-five (55) employees were reported to have residency in Miami-Dade County. Poole & Kent has reported six (6) new hires for the project for compliance with Employ M-D. To date, nine (9) employees have been found on site without OSHA-10 safety training, eight (8) of which have completed training. Final compliance with the workforce requirements will be determined at project completion. Please contact Alice Hidalgo-Gato, SBD Section Chief, at 786-322-8547 for additional information.

c: Doug Yoder, Deputy Director, WASD  
Hardeep Anand, Deputy Director, WASD  
Patricia Hernandez, Legislative and Municipal Affairs Special Assistant, WASD  
Margaret Moss, Chief, Small Business Initiatives, WASD  
Edith Brown, Chief, Contract Compliance Division, WASD  
Donna Palmer, SPA 1, WASD  
Aric Barto, Project Manager, WASD  
Alice Hidalgo-Gato, SBD Section Chief, ISD



**MIAMI-DADE COUNTY, FLORIDA**  
**WATER AND SEWER**  
**CHANGE ORDER TO ORIGINAL CONTRACT**



CHANGE ORDER NO: **2** CONTRACT NO: **S-889** DATE: **10/15/2020**  
 PROJECT TITLE: **CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades**  
 TO CONTRACTOR: **Poole & Kent Company of Florida 1781 NW North River Drive Miami, FL 33125**

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:** To increase the contract amount by \$1,505,843.21 and increase the contract duration by 831 calendar days

**Monetary Justification:** This contract was awarded to Poole and Kent Company of Florida to construct upgrades to the existing Plant 2 Digester Cluster 1 facility and electrical Substation 15 and 16 at the Central District Wastewater Treatment Plant (CDWWTP), located in Virginia Key. The total amount of award was \$24,905,200.00 with a contract duration of 600-calendar days for Final Completion and a Contingency Time Allowance of 60 days. (Continued below)

**Time Justification:** The Notice to Proceed was October 31, 2016, establishing April 24, 2018 as the Contract's Substantial Completion and June 23, 2018, as the Contract's Final Completion Date. During construction, WASD approved 19 days in time extensions. The County also approved Change Order No. 1 for 241 days. A total of 260 calendar days have been granted extending the Substantial Completion Date (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-----	\$24,905,200.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$24,905,200.00
COST OF CHANGES WITH THIS DOCUMENT-----	\$1,505,843.21
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$26,411,043.21
PERCENT INCREASE WITH THIS CHANGE-----	6%
TOTAL PERCENT INCREASE TO DATE-----	6%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	600 / 241 / 831
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	60 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1732

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.*

*Bond # 106591117 (FR), 82448535 (FR)*

<b>Accepted By:</b>		<b>Title</b>	<b>Date</b>
<u>Organization</u>	<u>Name</u>		
Poole & Kent Company of Florida	<i>[Signature]</i> EVP	Contractor	<u>10-15-20</u>
<u>Surety</u>	Travelers Casualty and Surety Company of America + Federal Insurance Company	<u>Surety</u>	<u>10-10-20</u>
		Camille Maitland, Attorney-In-fact	

	<b>Name</b>	<b>Date</b>
Approved By: <u>County Attorney</u> (for legal sufficiency)	<i>[Signature]</i> (for HEB)	<u>11/10/20</u>
Approved By: <u>County Mayor</u>	<i>[Signature]</i>	<u>12/2/20</u>
Attested By: <u>Clerk of the Board</u>	<i>[Signature]</i>	<u>12/3/20</u>





Time Justification: (Continued)

to January 9, 2019 and Final Completion Date to March 10, 2019.

The Contractor submitted a Time Impact Analysis, and a final time impact of 831 calendar days was justified and accepted by the CD PMCM (See Monetary Justification).

The Substantial Completion Milestone date will be extended from January 9, 2019 to April 19, 2021. The Final Completion Milestone date will be extended from March 10, 2019 to June 18, 2021.

Monetary Justification: (Continued)

The Contract documents included structural work to existing Control Building and Digester Cluster 1 Tanks 1, 2 & 4 and the replacement of the three Digester Tank Covers at the Central District Wastewater Treatment Plant (CDWWTP). Structural work includes restoring and repairing concrete, constructing penetrations and modifications for new exhaust/supply fans and piping, furnishing and installing infill, and repairing existing openings and penetrations, concrete equipment pads and supports, finishes and coatings.

**CONTRACT REQUIREMENTS AND SUBMITTAL PROCESS**

The Contract Specifications Section 46 73 15 - Floating Digester Cover provides design requirements for the new covers, including the requirement that the floating cover shall be radial beam type and designed to maintain a maximum nominal 6-inch clearance between the digester wall and the floating cover rim plate. The Contract Specifications also provide loads and stresses to be incorporated into the design of the new floating covers as follow:

• Submittals should include "Stress analysis for the cover design base upon cover resting on corbels with tank empty".

• Paragraph 2.2 A: Design loads.

1. Uniform live load of 50 lbs./ft.2

2. Uniform design dead and roof load of 35 lbs./ft.2 or to meet indicated gas pressure, whichever is greater.

Per Contract Specification, Poole & Kent Company of Florida (the "Contractor") went through four (4) submittal iterations for the Covers between January 18 and May 10, 2017. The first three iterations required the Contractor to amend and resubmit the submittal and address the comments from Stanlec Consulting Services Inc., the Engineer of Record (the "EOR") before receiving a submittal review code of "MAKE CORRECTIONS NOTED" on the fourth submittal. The various submittal reviews provided comments on loads, stresses and calculations per Specification Section 46 73 15; however, the EOR did not raise any issues on any of the four (4) submittals about the requirement pertaining to the maximum nominal 6-inch clearance between the digester wall and the floating cover rim plate.

**CORBEL**

On August 5, 2019, as structural stiffening modifications were being completed on the Digester Tank 2 Cover and while preparations for hydrotesting the new cover were being made, it was noticed that a portion of a corbel had cracked. The corbels are structural concrete ledges projecting from the tanks' walls that are used to support the covers. The crack occurred in the outside edge, just beyond the reinforcing steel.

On August 23, 2019, the Contractor submitted Request for Information (RFI) No. 138 inquiring about how to repair the corbel using the typical concrete beam repair detail 7/GS-7 and suggested use of additional reinforcing steel. In the RFI response, the EOR stated that additional information was needed to evaluate the corbel repair. The EOR requested the load of the cover based on the as constructed conditions and asked for updated structural calculations incorporating the structural stiffening modifications outlined in a June 3, 2019 Technical Memorandum regarding Central District WWTP Cluster #1 Digesters prepared by Ovivo (the "Cover Manufacturer"). The EOR requested that the updated calculations clearly indicate the maximum design reactions to the corbels, the location and bearing area that the cover was designed to bear on the corbels, and the tolerances that could be maintained.

Following several conversations regarding the corbels, a meeting was held on September 11, 2019 between WASD, AECOM, the Consent Decree Program Manager/Construction Manager ("CD PMCM"), the Contractor, the EOR, and the Cover Manufacturer. During this meeting, the EOR presented the Contract Document Requirements as well as potential solutions to the corbel and cover as-built conditions that included the EOR's review of existing corbel reinforcement. The EOR pointed out that the 6-inch clearance between the cover and tank wall needed to be met and that failure to meet this requirement would violate America Concrete Institute (ACI) Code Section 318 code. Per actual field measurements prepared by the Cover Manufacturer and depicted on a September 18, 2019 drawing, the Central District WWTP Cluster 1 has 27 out of 132 locations that exceed the maximum nominal 6-inch clearance.

Between September 19, 2019 and October 17, 2019, the Contractor and the Cover Manufacturer provided three (3) revisions to the calculations for the covers based on the EOR's comments. Based on the calculations provided by the Contractor and the Cover Manufacturer, the EOR advised the CD PMCM that the digester tanks' corbels appeared to be structurally deficient and required modifications to support the new covers. Also, because the new covers were already installed on Tanks 1, 2 and 4, it required an analysis and evaluation on how to raise/support the new covers while the corbel modifications were completed.

In a summary memorandum dated November 11, 2019, the EOR documented the Digester cover/corbel issues and the assumptions used to design the modifications. In the November 11, 2019 memo, the EOR identified several inconsistencies in the Cover Manufacturer's submittal that were not identified by the EOR during the original submittal review (January 18 and May 10, 2017).

Therefore, at WASD's request and because the information provided by the Contractor was not adequate, the EOR developed Request for Proposal (RFP) No. 27 for the corbel modifications based on 33 loading points or locations where the digester cover would be in contact with the concrete corbel. RFP 27 was issued to the Contractor on December 20, 2019.

On January 29, 2020, an updated cover submittal was provided by the Contractor with new calculations that increased the number of support locations for the cover to rest upon from 33 to 55, including radial beams and cover guide rails.

**CORBEL MODIFICATIONS-COST PROPOSAL AND TIME IMPACT**

On February 14, 2020, the Contractor submitted two (2) Cost Proposals for the corbel modifications per RFP-027: Cost Proposal 60B and Cost Proposal 61B. Cost Proposal 60B requested \$1,911,467.33 and a 904 Calendar Day time extension based on the EOR's design. Cost Proposal 61B requested \$901,420.78 and 770 Calendar Days for an Alternate Design Proposal developed by the Contractor.

On February 19, 2020, the EOR completed a cursory review of the Alternate Design Proposal and provided comments to the Contractor. On March 16, 2020, the EOR verbally accepted the Alternate Design proposal, and written approval of the Alternate Design option was provided by letter dated April 15, 2020. As one of the conditions, the April 15, 2020 letter states: "The Contractor and the Contractor's Engineer are solely responsible for the adequacy and accuracy of their calculations and design details to ensure the corbel modifications completely support the new covers. This approval shall not relieve them from this responsibility."



After several revisions and negotiations, the Contractor submitted their final cost proposal on April 17, 2020: Cost Proposal 61BR2, which requested \$1,505,843.21 and 831 Calendar Days for the Alternate Design. The Contractor updated the Alternate Design Proposal to include a total of 58 corbel modification locations; 33 at support locations, 22 at eleven slide rail locations, and 3 at locations with no existing corbel. The Alternate Design Proposal consisted of partially demolishing the corbels; cleaning all exposed concrete surfaces; coating all concrete surfaces with a bonding agent; patching all areas on the concrete surfaces with repair mortar; installing new reinforcing steel at each location where the cover loads are to be supported on the corbel; installing bolts through the corbel and tank wall; and grouting the void between the covers and new corbel.

The CD PMCM performed an independent cost estimate and evaluated the Contractor's Alternate Design Proposal. A negotiated price of \$1,505,843.21 was accepted by the CD PMCM and the Contractor. The negotiated cost for the Alternate Design Proposal includes labor, equipment, and material to perform the corbel modification identified above at the three (3) Digester Tanks in Cluster 1.

CD PMCM performed their due diligence by reviewing the cost submitted by the Contractor for the Alternate Design Proposal and found it to be fair and reasonable. This change order, therefore, awards the Contractor \$1,505,843.21 for work associated with the Alternate Design Proposal and a time extension of 831 calendar days.

The Substantial Completion Milestone date will be extended from January 9, 2019 to April 19, 2021. The Final Completion Milestone date will be extended from March 10, 2019 to June 18, 2021.

#### CONTRACTOR'S POTENTIAL CLAIMS

As of this date, the Contractor has one potential claim for this project related to the ductbank modifications (separate power and analog cables and RTU Configuration) through which it seeks \$659,695.00. The CD PMCM already rejected this claim on the ground that the ductbank modification resulted in a credit of \$141,529.00 to the County.

The Contractor will not seek any additional claim related to this change order.

#### COUNTY'S RESERVATION OF RIGHTS

Approval of this Change Order at this time does not constitute a waiver or release by the County of its right to pursue recovery of all costs associated with this Change Order, including but not limited to liquidated damages, from the responsible parties including the Contractor and the EOR. The County will avail itself of any and all legal remedies against the responsible parties. The County otherwise reserves all rights under the Contract.

This change order is revocable if not ratified by the Board of County Commissioners. In the event the Board of County Commissioners does not ratify this Change Order, the Contractor is not entitled to lost profits or other consequential or indirect damages; however, the Contractor is eligible for payment for any work done prior to failure of ratification.

#### 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.



**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Camille Maitland of Uniondale, New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of October, 2020



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

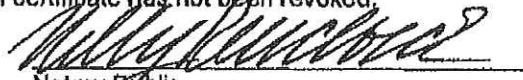
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF   New York   )

COUNTY OF   Nassau   )

On this   October 16, 2020  , before me personally came   Camille Maitland    
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  
  Kings County  , State of   New York   that he/she is the Attorney-In-Fact  
of the   Travelers Casualty and Surety Company of America    
the corporation described in which executed the above instrument; that he/she knows the seal  
of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so  
affixed by the Board of Directors of said corporation; and that he/she signed his/her name  
thereto by like order; and the affiant did further depose and say that the Superintendent of  
Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the  
State of New York, issued to   Travelers Casualty and Surety Company of America    
(Surety) his/her certificate of qualification evidencing the qualification of said Company and its  
sufficiency under any law of the State of New York as surety and guarantor, and the propriety of  
accepting and approving it as such; and that such certificate has not been revoked.

  
Notary Public

NY acknowledgement

**NELLY M RENCHWICH**  
Notary Public State of New York  
No. 01RE6216168  
Qualified in Nassau County  
Commission Expires March 3, 2022



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,216	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,500,004,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	48,970,467
OTHER INVESTED ASSETS	3,988,514	TAXES, LICENSES AND FEES	14,728,500
PREMIUM BALANCES	263,364,283	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,740
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,665,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,988	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,263,017,456</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,123,684,564</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,386,702,020</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,386,702,020</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 26TH DAY OF MARCH, 2020

NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2022



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Katherine Acosta, Thomas Bean, George O. Brewster, Desiree Cardlin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Rita Losquadro, Vincent A. Walsh and Michelle Wannamaker of Uniondale, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of March, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 25th day of March, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 16, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

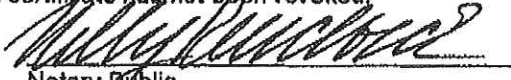


ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York )

COUNTY OF Nassau )

On this October 16, 2020, before me personally came Camille Maitland to me known, who, being by me duly sworn, did depose and say; that he/she resides in Kings County, State of New York that he/she is the Attorney-In-Fact of the Federal Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Federal Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

  
Notary Public

NY acknowledgement

**NELLY M RENCHWICH**  
Notary Public-State of New York  
No. 01RE0218168  
Qualified in Nassau County  
Commission Expires March 1, 2022

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis  
 December 31, 2019  
 (in thousands)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ (429,780)	Outstanding Losses and Loss Expenses	\$ 6,023,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	<u>1,029,733</u>	Other Liabilities	<u>849,544</u>
<b>TOTAL INVESTMENTS</b>	<b><u>10,506,613</u></b>	<b>TOTAL LIABILITIES</b>	<b><u>11,474,327</u></b>
Investments in Affiliates:		Capital Stock	20,880
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	<u>1,306,081</u>
Chubb Indemnity Ins. Co.	178,808	<b>SURPLUS TO POLICYHOLDERS</b>	<b><u>4,039,335</u></b>
Chubb National Ins. Co.	181,053		
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	<u>2,302,210</u>		
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$ 15,513,662</u></b>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$ 15,513,662</u></b>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2019, investments with a carrying value of \$508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA  
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2019.

Documented by me this April 14, 2020  
 John Taylor  
 Senior Vice President

Diane Wright  
 Notary Public

August 8, 2023  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Diane Wright, Notary Public  
 Philadelphia County  
 My commission expires August 8, 2023  
 Commission number 1235745  
 Member, Pennsylvania Association of Notaries





Poole & Kent Company of Florida  
1781 N.W. North River Drive  
Miami, FL 33125  
P.O. Box 420556  
Miami, FL 33242

Phone: 305.325.1930  
Fax: 305.324.0522

October 15, 2020

Emailed to: [Stephen.Cross@miamidade.gov](mailto:Stephen.Cross@miamidade.gov)

Consent Decree PM/CM Team  
3071 SW 38<sup>th</sup> Ave, Suite 553  
Miami, Florida 33146

Attn: Stephen Cross

Re: **Central District WWTP CD2.15(1) Digester Cluster No.01**  
**Miami-Dade Contract S-889, Poole & Kent Job No. 16612**  
**Corbel Modifications – Change Order No 02**

Dear Mr. Cross:

Poole & Kent (P&K) has received and signed Change Order No 02 dated October 15<sup>th</sup>, 2020 for the referenced Project. Please note P&K takes exception to the following text included in the description of the Monetary Justification for Change Order No 02:

- 1) Per actual field measurements prepared by the Cover Manufacturer and depicted on a September 18, 2019 drawing, the Central District WWTP Cluster 1 has 27 out of 132 locations that exceed the maximum nominal 6-inch clearance.
- 2) Based on the calculations provided by the Contractor and the Cover Manufacturer, the EOR advised the CD PMCM that the digester tanks' corbels appeared to be structurally deficient and required modifications to support the new covers.
- 3) Therefore, at WASD's request and because the information provided by the Contractor was not adequate, the EOR developed Request for Proposal (RFP) No. 27
- 4) As one of the conditions, the April 15, 2020 letter states "The Contractor and the Contractors Engineer are solely responsible for the adequacy and accuracy of their calculations and design details to ensure the corbel modifications completely support the new covers. This approval shall not relieve them from this responsibility."
- 5) Approval of this Change Order at this time does not constitute a waiver or release by the County of its right to pursue recovery of all costs associated with this Change Order, including but not limited to liquidated damages, from the responsible parties including the Contractor

P&K's position remains that the work is required to structurally enhance the digester tanks' corbels and is Extra Work which is above and beyond the scope of the Contract.

Sincerely,

**Poole & Kent Company of Florida**



**Andrew Gershon**  
**Project Manager**

Encl: Contract S-889 – Change Order 02 Highlights

CC: Brian MacClugage, Poole & Kent  
Oscar Galindo, Poole & Kent  
Ricardo Rodriguez, PMCM





Time Justification: (Continued)

contract duration of 510-calendar days for Final Completion and a Contingency Time Allowance of 51 days. The Notice to Proceed was July 10, 2018, establishing December 2, 2019, as the contract's original completion date.

This change order is for two incidents that have affected the contract's critical path.

**CONCRETE SLAB**

The Contract documents provided for the repair of concrete located in Digester Cluster 2. During a coordination meeting held on February 6, 2019 the Contractor and AECOM, the Consent Decree Program Manager/Construction Manager ("CD PMCM"), expressed concern over the structural condition of the ground floor slab at the Digester Cluster 2 Control Building. The Structural Engineer of Record's May 9, 2019 Site Visit Report provided a recommendation that the entire slab be demolished and replaced instead of repaired.

A decision was made by WASD Management to replace the entire slab because of the extensive amount of repair required. The Contractor will remove the existing concrete slab; demolish interior stairs and railings; construct a new elevated 7-in slab with reinforcing steel; furnish new aluminum railings and nosings, storage containers for equipment, dust extractors, temporary lighting, surface preparation and coating; and attain all required permits for a cost of \$400,527.38. These costs will be paid through the Contract's Contingency Allowance Account. The work will extend the contract time by 621 days.

**CORBEL MODIFICATIONS**

The Contract documents included: structural work to the existing Control Building and Plant 2 Digester Cluster 2, Tanks 5 through 8; and the replacement of the four Digester Tank Covers at the Central District Wastewater Treatment Plant (CDWWTP). Structural work includes restoring and repairing concrete; constructing penetrations and modifications for new exhaust/supply fans and piping; furnishing and installing infill; and repairing existing openings and penetrations, concrete equipment pads and supports, finishes and coatings.

**Contract Requirements and Submittal Process**

The Contract Specifications Section 46 73 15 - Floating Digester Cover provides design requirements for the new covers, including the requirement that the floating cover shall be radial beam type and designed to maintain a maximum nominal 6-inch clearance between the digester wall and the floating cover rim plate. The Contract Specifications also provide loads and stresses to be incorporated into the design of the new floating covers as follow:

- Submittals should include "Stress analysis for the cover design base upon cover resting on corbels with tank empty".
- Paragraph 2.2 A. Design loads:
  1. Uniform live load of 50 lbs./ft.2
  2. Uniform design dead and roof load of 35 lbs./ft.2 or to meet indicated gas pressure, whichever is greater.

In addition, Contract Drawing M-13, General Notes, states the following: "Ledge to be modified per cover manufacturer's recommendations to match new cover roller guides and support requirements. All modifications to the existing corbels shall be designed by an engineer registered in the State of Florida. Signed and sealed drawings and calculations shall be submitted to the engineer for review and approval."

Per the Contract Specifications, the Contractor went through two (2) submittal iterations for the Covers in July 2018 and August 2018. The first iteration had no structural comments; however, it required the Contractor to address the comments from Stantec Consulting Services Inc., the Engineer of Record (the "EOR"), before receiving a submittal review code of "MAKE CORRECTIONS NOTED" on the second submittal. The second submittal included a comment related to the corbel: "Ovivo (the "Cover Manufacturer") should note that existing corbel is a continuous ring and Contractor remains responsible for any required modifications as required by the cover vendor." However, the EOR did not raise any issues pertaining to the maximum nominal 6-inch clearance requirement between the digester wall and the floating cover rim plate.

A similar project involving the same Contractor and EOR was underway at the CDWWTP at the same time S-889 (2.15(1) Digesters Cluster 1).

**Background-CDWWTP Digester Cluster 1**

On August 5, 2019, as structural stiffening modifications were being completed on the Digester Cluster 1, Tank 2 Cover and while preparations for hydrotesting the new cover were being made, it was noticed that a portion of a corbel had cracked. The corbels are structural concrete ledges projecting from the tanks' walls that are used to support the covers. The crack occurred in the outside edge, just beyond the reinforcing steel.

Following the observation and inspection of a corbel crack identified in Cluster 1, Digester Tank 2 at the CDWWTP and following several conversations regarding the corbels, a meeting was held on September 11, 2019 between WASD, CD PMCM, the Contractor, the EOR, and the Cover Manufacturer. During this meeting, the EOR presented the Contract Document Requirements as well as potential solutions to the corbel and cover as constructed conditions that included the EOR's review of existing corbel reinforcement. The EOR pointed out that the 6-inch clearance between the cover and tank wall needed to be met and that failure to meet this requirement would violate America Concrete Institute (ACI) Code Section 318 code. Per actual field measurements prepared by the Cover Manufacturer and depicted on a September 18, 2019 drawing, the CDWWTP Cluster 1 has 27 out of 132 locations that exceed the maximum nominal 6-inch clearance.

Between September 19, 2019 and October 17, 2019, the Contractor and the Cover Manufacturer provided three (3) revisions to the calculations for the covers based on the EOR's comments. Based on the calculations provided by the Contractor and the Cover Manufacturer, the EOR advised the CD PMCM that the digester tanks' corbels appeared to be structurally deficient and required modifications to support the new covers.

In a summary memorandum dated November 11, 2019, the EOR documented the Digester cover/corbel issues and the assumptions used to design the modifications. In the November 11, 2019 memo, the EOR identified several inconsistencies in the Cover Manufacturer's submittal that were not identified by the EOR during the original submittal review (January 18 and May 10, 2017).

**Corbel Modifications-CDWWTP Digesters Cluster 2**

In November of 2019, the EOR requested confirmation from the Contractor that the Cover Manufacturer had evaluated the ability of the existing corbels to support the new covers, as stipulated in Contract drawings for Cluster 2, Sheet M-13. As part of this request, the EOR also asked for written confirmation from the Contractor that the existing corbels were suitable to support the new cover. If the Contractor could not provide this confirmation, the EOR asked for a design (signed and sealed drawings and calculations) for the required modifications to the existing corbels needed to support the new covers.

In response to this November 2019 request by the EOR, the Contractor provided a letter dated November 25, 2019, which claimed that the Cover Manufacturer is not responsible for verifying the structural integrity and load capacity of the existing corbel and is only responsible for verifying the spatial relationship of the corbel to the cover support requirements. The EOR did not agree with the Contractor's position and documented this disagreement in a letter to the CD PMCM dated December 9, 2019.

The EOR prepared Request for Proposal (RFP) No. 011 for the Cluster 2 Digester upgrades in order to implement the corbel modifications. On January 27,

2020, the EOR provided RFP No. 011 based on 33 loading points or locations where the digester cover would be in contact with the concrete corbel. On February 20, 2020, the Contractor submitted a Digester Covers As-Manufactured submittal, which included updated structural calculations and corbel modification details matching the Alternate Design Proposal for Cluster 1.

On February 26, 2020, the Contractor submitted Cost Proposal 10B for \$3,287,566.29 and a 764 Calendar Day time extension based on the EOR's design (RFP No. 11). During review of the update calculations submitted on February 20, 2020, however, the Cover Manufacturer indicated that the digester cover was to be supported at approximately 55 locations on the existing corbels instead of 33 locations as designed by the EOR (33 radial beams plus both sides of each cover guide rails).

#### Corbels Modification-Cost Proposal and Time Impact

On March 16, 2020, the EOR reviewed and verbally accepted the Alternate Design Proposal for Cluster 1 and approved the Alternate Design Proposal for Cluster 2 through a letter dated April 16, 2020. As one of the conditions, the letter states: "The Contractor and the Contractor's Engineer are solely responsible for the adequacy and accuracy of their calculations and design details to ensure the corbel modifications completely support the new covers. This approval shall not relieve them from this responsibility."

After revisions and negotiation, on April 17, 2020, the Contractor submitted a cost proposal for the Alternate Design Proposal: Cost Proposal 12BR1. Cost Proposal 12BR1 requested \$1,725,468.36 and an 871 Calendar Day time extension. The Alternate Design Proposal included a total of 58 corbel modification locations per Tank: 33 at support locations, 22 at eleven slide rail locations, and 3 at locations with no existing corbel. Therefore, for all four tanks comprising Cluster 2, the total number of corbel modification locations will be 232.

The Alternate Design Proposal consisted of partially demolishing the sections of the corbels; cleaning all exposed concrete surfaces; coating the concrete surfaces with a bonding agent; patching concrete areas with repair mortar; installing new reinforcing steel at each location where the cover loads are supported on the corbel; installing bolts through the corbel and tank wall; and filling the void under the installed covers with grout to support the new covers. Additionally, in order to perform the repairs, the entire perimeter of each tank must be scaffolded.

The CD PMCM performed an independent cost estimate and evaluated the Contractor's cost proposal. The CD PMCM and Contractor agreed upon the amount of \$1,725,468.36. The Alternate Design Proposal includes labor, equipment, and materials to perform the corbel modification identified above at the four (4) Digester Tanks in Cluster 2. The Contractor also submitted a Time Impact Analysis (TIA) identifying a time impact of 871 calendar days associated with the Corbel Modifications. This delay has concurrency with the 621 days associated to the Ground Floor Slab Replacement additional work. Due to the concurrent delays, the Corbel modifications will affect the project's schedule for 250 calendar days.

CD PMCM performed their due diligence by reviewing the cost submitted by the Contractor for the Alternate Design Proposal and found it to be fair and reasonable. This change order, therefore, awards the Contractor \$1,725,468.36 for work associated with the Alternate Design Proposal and a time extension of 250 calendar days. The Contractor will be paid the amount of \$1,725,468.36 through the project's Contingency Allowance account and will be granted 250 calendar days through this Change Order.

The Substantial Completion Milestone date will be extended from October 3, 2019 to February 20, 2022.

The Final Completion Milestone date will be extended from December 2, 2019 to April 21, 2022.

#### Contractor's Potential Claims

As of this date, the Contractor has no outstanding or pending claims for this Project.

The Contractor reserves its right to claim liquidated indirect costs associated with the time extension included in this change order.

#### County's Reservation of Rights

Approval of this Change Order at this time does not constitute a waiver or release by the County of its right to pursue recovery of all costs associated with this Change Order, including but not limited to liquidated damages, from the responsible parties including the Contractor and the EOR. The County will avail itself of any and all legal remedies against the responsible parties. The County otherwise reserves all rights under the Contract.

This change order is revocable if not ratified by the Board of County Commissioners. In the event the Board of County Commissioners does not ratify this Change Order, the Contractor is not entitled to lost profits of other consequential or indirect damages; however, the Contractor is eligible for payment for any work done prior to failure of ratification.

#### 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.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille Maitland of Uniondale, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of October, 2020



Kevin E. Hughes, Assistant Secretary

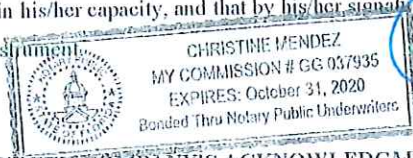
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-In-Fact and the details of the bond to which the power is attached.



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of Florida, County of Miami-Dade  
On this 20th day of October in the year 2020, before me, the undersigned, personally appeared Brian MacClugage  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.



*Christine Mendez*  
Notary Public

SURETY COMPANY'S ACKNOWLEDGMENT

State of NEW YORK, County of NASSAU Iss.  
On this 22nd day of October in the year 2020, before me, the undersigned, personally appeared Camille Maitland,  
personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in  
Kings County, New York; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said  
Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the  
Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial  
Services has, pursuant to Section 1111 of the New York Insurance Law, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF  
AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances,  
guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

*Nelly Renchiwich*  
Notary Public

**NELLY RENCHIWICH**  
Notary Public, State of New York  
No. 01RE6218158  
Qualified in Nassau County  
Commission Expires March 1, 2022

HARTFORD, CONNECTICUT 06183  
FINANCIAL STATEMENT AS OF DECEMBER 31, 2019  
AS FILED IN THE STATE OF NEW YORK  
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,276
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,969	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Katherine Acosta, Thomas Bean, George O. Brewster, Desiree Cardlin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Rita Losquadro, Vincent A. Walsh and Michelle Wannamaker of Uniondale, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of March, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 25th day of March, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 22, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

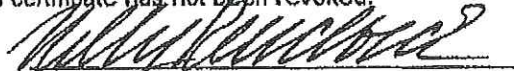


ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF Nassau }

On this October 22, 2020, before me personally came Camille Maitland  
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  
Kings County, State of New York that he/she is the Attorney-in-Fact  
of the Federal Insurance Company  
the corporation described in which executed the above instrument; that he/she knows the seal  
of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so  
affixed by the Board of Directors of said corporation; and that he/she signed his/her name  
thereto by like order; and the affiant did further depose and say that the Superintendent of  
Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the  
State of New York, issued to Federal Insurance Company  
(Surety) his/her certificate of qualification evidencing the qualification of said Company and its  
sufficiency under any law of the State of New York as surety and guarantor, and the propriety of  
accepting and approving it as such; and that such certificate has not been revoked.

  
Notary Public

NY acknowledgement

**NELLY M RENCHWICH**  
Notary Public State of New York  
No. 01RE0218158  
Qualified in Nassau County  
Commission Expires March 1, 2022

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis  
 December 31, 2019  
 (in thousands)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ (429,780)	Outstanding Losses and Loss Expenses	\$ 6,823,691
United States Government, State and Municipal Bonds	4,559,705	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	<u>1,029,733</u>	Other Liabilities	<u>849,544</u>
<b>TOTAL INVESTMENTS</b>	<b><u>10,506,613</u></b>	<b>TOTAL LIABILITIES</b>	<b><u>11,474,327</u></b>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	<u>1,306,861</u>
Chubb Indemnity Ins. Co.	178,808	<b>SURPLUS TO POLICYHOLDERS</b>	<b><u>4,039,335</u></b>
Chubb National Ins. Co.	181,053		
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	<u>2,302,210</u>		
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$ 15,513,662</u></b>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$ 15,513,662</u></b>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2019, investments with a carrying value of \$508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA  
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Documented before me this April 14, 2020

John Taylor

Senior Vice President

Diane Wright  
 Notary Public

August 8, 2023  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Diane Wright, Notary Public  
 Philadelphia County  
 My commission expires August 8, 2023  
 Commission number 1235745  
 Member, Pennsylvania Association of Notaries



Poole & Kent Company of Florida  
1781 N.W. North River Drive  
Miami, FL 33125  
P.O. Box 420556  
Miami, FL 33242

Phone: 305.325.1930  
Fax: 305.324.0522

October 26, 2020

Emailed to: [Stephen.Cross@miamidade.gov](mailto:Stephen.Cross@miamidade.gov)

Consent Decree PM/CM Team  
3071 SW 38<sup>th</sup> Ave, Suite 553  
Miami, Florida 33146

Attn: Stephen Cross

Re: **Central District WWTP CD2.15(2) Digester Cluster No.02**  
**Miami-Dade Contract S-909, Poole & Kent Job No. 18603**  
**Corbel Modifications – Change Order No 01**

Dear Mr. Cross:

Poole & Kent (P&K) has received and signed Change Order No 01 dated October 14<sup>th</sup>, 2020 for the referenced Project. Please note P&K takes exception to the following text included in the description of the Time Justification for Change Order No 01:

- 1) Per actual field measurements prepared by the Cover Manufacturer and depicted on a September 18, 2019 drawing, the Central District WWTP Cluster 1 has 27 out of 132 locations that exceed the maximum nominal 6-inch clearance.
- 2) Based on the calculations provided by the Contractor and the Cover Manufacturer, the EOR advised the CD PMCM that the digester tanks' corbels appeared to be structurally deficient and required modifications to support the new covers.
- 3) As one of the conditions, the letter states "The Contractor and the Contractors Engineer are solely responsible for the adequacy and accuracy of their calculations and design details to ensure the corbel modifications completely support the new covers. This approval shall not relieve them from this responsibility."
- 4) Approval of this Change Order at this time does not constitute a waiver or release by the County of its right to pursue recovery of all costs associated with this Change Order, including but not limited to liquidated damages, from the responsible parties including the Contractor

P&K's position remains that the work is required to structurally enhance the digester tanks' corbels and is Extra Work which is above and beyond the scope of the Contract.

Sincerely,

**Poole & Kent Company of Florida**



Andrew Gershon  
Project Manager

Encl: Contract S-909 – Change Order 01 Highlights

CC: Brian MacClugage, Poole & Kent  
Oscar Galindo, Poole & Kent  
Ricardo Rodriguez, PMCM  
Paul Adams, WASD







Time Justification: (Continued)

The Notice to Proceed was August 8, 2018, establishing May 19, 2022, as the contract's original completion date.

This change order is for an incident which has affected the contract's critical path.

**CORBEL MODIFICATIONS**

The Contract documents include structural work to the existing Control Building and Digester Clusters 1 and 2, Tanks 1 through 8, including the demolition and replacement of all Digester Tank Covers at the SDWWTP. Structural work includes restoring and repairing concrete; constructing penetrations and modifications for new exhaust/supply fans and piping; furnishing and installing infill; and repairing existing openings and penetrations, concrete equipment pads and supports, finishes and coatings.

**Contract Requirements and Submittal Process**

The Contract Specifications Section 46 73 15 - Floating Digester Cover provides design requirements for the new covers, which include a requirement that the floating cover shall be radial beam type and designed to maintain a maximum nominal 6-inch clearance between the digester wall and the floating cover rim plate. The Contract Specifications also provide loads and stresses to be incorporated into the design of the new floating covers as follow:

• Submittals should include "Stress analysis for the cover design base upon cover resting on corbels with tank empty".

• Paragraph 2.2.A. Design loads:

1. Uniform live load of 50 lbs./ft.2
2. Uniform design dead and roof load of 35 lbs./ft.2 or to meet indicated gas pressure, whichever is greater.

In addition, Contract Drawing M-40, General Notes, states the following: "Ledge to be modified per cover manufacturer's recommendations to match new cover roller guides and support requirements. All modifications to the existing corbels shall be designed by an engineer registered in the State of Florida. Signed and sealed drawings and calculations shall be submitted to the engineer for review and approval."

The Contractor went through two (2) submittal iterations for the covers. The first iteration in August 2018 required the Contractor to amend and resubmit the submittal and address the comments from Stantec Consulting Services Inc., the Engineer of Record ("EOR"), before receiving a submittal review code of "MAKE CORRECTIONS NOTED" on the second submittal. The first submittal review requested additional information to verify the structural calculations and clarification of all weights used for the calculations; however, the EOR did not identify any issues with the maximum nominal 6-inch clearance requirement between the digester wall and the floating cover rim plate during either submittal review.

Similar projects involving the same Contractor and EOR were underway at the Central District WWTP at the same time (2.15(1) Digesters Cluster 1 and 2.15(2) Digesters Cluster 2).

**Background-CDWWTP Digesters Cluster 1**

On August 5, 2019, as structural stiffening modifications were being completed on the Central District WWTP Digester Cluster 1, Tank 2 Cover, and while preparations for hydrotesting the new cover were being made, it was noticed that a portion of a corbel had cracked. The corbels are structural concrete ledges projecting from the tanks' walls that are used to support the covers. The crack occurred in the outside edge, just beyond the reinforcing steel.

After observing the crack on the corbel at the Central District WWTP, and following several conversations regarding the corbels, a meeting was held on September 11, 2019 between WASD, AECOM, the Consent Decree Program Manager/Construction Manager ("CD PMCM"), the Contractor, the EOR, and Ovivo (the "Cover Manufacturer"). During this meeting, the EOR presented the Contract Document Requirements as well as potential solutions to the corbel and cover as constructed conditions that included the EOR's review of existing corbel reinforcement. The EOR pointed out that the 6-inch clearance between the cover and tank wall needed to be met and that failure to meet this requirement would violate America Concrete Institute (ACI) Code Section 318. Per actual field measurements prepared by the Cover Manufacturer and depicted on a September 18, 2019 drawing, the Central District WWTP Cluster 1 has 27 out of 132 locations that exceed the maximum nominal 6-inch clearance.

Between September 19, 2019 and October 17, 2019, the Contractor and the Cover Manufacturer provided three (3) revisions to the calculations for the covers based on the EOR's comments. Based on the calculations provided by the Contractor and the Cover Manufacturer, the EOR advised the CD PMCM that the digester tanks' corbels appeared to be structurally deficient and required modifications to support the new covers.

In a summary memorandum dated November 11, 2019, the EOR documented the Digester cover/corbel issues and the assumptions used to design the modifications. In the November 11, 2019 memo, the EOR identified several inconsistencies in the Cover Manufacturer's submittal that were not identified by the EOR during the original submittal review (January 18 and May 10, 2017).

**Corbel Modifications-SDWWTP:**

On November 20, 2019, the EOR requested confirmation from the Contractor that the Cover Manufacturer had evaluated the ability of the existing corbels to support the new covers, as stipulated in Contract drawings, Sheet M-40. As part of this request, the EOR also asked for written confirmation from the Contractor that the existing corbels were suitable to support the new cover. If the Contractor could not provide this confirmation, the EOR asked for a design (signed and sealed drawings and calculations) for the required modifications to the existing corbels needed to support the new covers. In response to this November 2019 request by the EOR, the Contractor provided a letter dated November 25, 2019, which claimed that the Cover Manufacturer is not responsible for verifying the structural integrity and load capacity of the existing corbel and is only responsible for verifying the spatial relationship of the corbel to the cover support requirements. The EOR did not agree with the Contractor's position and documented this disagreement in a letter to the CD PMCM dated December 9, 2019.

On December 16, 2019, the Contractor provided a submittal for the corbel modifications based on 33 corbel modification locations per tank, and at WASD's request, on January 13, 2020, the EOR provided Request for Proposal (RFP) No. 16 based on the Contractor's submittal, in order to help expedite the corbel modification work. In response to RFP No. 016, on February 20, 2020, the Contractor submitted Cost Proposal 20 for \$2,454,654.78. On March 13, 2020, the Contractor submitted a second revised Cost Proposal 20R2 for \$2,768,641.00 that responded to comments made by the EOR on Cost Proposal 20. P&K was informed by the PMCM on March 20, 2020 that this cost proposal will be considered void, and that a revised RFP will be issued reflecting 55 support locations as per the Contractor's revised submittal. On April 7, 2020 the Contractor submitted a revised 20R3 cost proposal for 55 support locations for \$4,904,527.41. When this cost was compared to the CDWWTP, the Contractor submitted on May 1, 2020 a revised cost proposal 20R4 in the amount of \$2,886,367.16 and requested a time extension of 454 calendar days. This 20R4 is based on the Contractor's Alternate design being used at the CDWWTP. On March 19, 2020, the Contractor submitted a Time Impact Analysis (TIA) requesting a 397 Calendar Day time extension based on the EOR's design (RFP No. 16) and 33 loading points.

During review of the Floating Digester Cover submittal for As-Manufactured drawings, however, the Cover Manufacturer indicated that the digester cover was to be supported at approximately 55 locations on the existing covers instead of 33 locations (33 radial beams plus both sides of each cover guide rails).

**Corbels Modification-Cost Proposal and Time Impact:**

On May 1, 2020, the Contractor provided Alternate Design Cost Proposal 20R4 for \$2,886,367.16 and seeking a 454 Calendar Day time extension. After negotiations, on May 7, 2020, the Contractor submitted a revised Cost Proposal 20R5 requesting \$2,847,589.53 and seeking a 454 Calendar Day time extension. The Contractor also submitted a revised TIA identifying a time impact of 420 calendar days associated with the corbel modifications.

On May 22, 2020, the Contractor issued the proposed Alternate Design Proposal for the EOR's review. The Alternate Design Proposal included a total of 59 corbel modification locations per tank for a total of 472 locations for all eight tanks cumulatively. The modification consisted of: partially demolishing the corbels; cleaning all exposed concrete surfaces; coating all concrete surfaces with a bonding agent; patching concrete areas with repair mortar; installing new reinforcing steel at each location where the cover loads are supported on the corbel; installing bolts through the corbel and tank wall; and filling the void under the installed covers with grout to support the new covers. Additionally, in order to perform the repairs, the entire perimeter of each tank must be scaffolded.

On June 3, 2020 the EOR responded to the Contractor's May 22, 2020 Alternate Design Proposal. The EOR stated that a response from the Contractor was needed prior to accepting this May 22, 2020 submission.

On June 16, 2020 the Contractor responded to the EOR's June 3, 2020 comments; that same day, the EOR accepted the Contractor's Alternate Design Proposal. The approval included the following statement: "The responses to the review comments are approved based on a cursory review of the details for supporting the new cover and compliance with regulatory code requirements. The Contractor and the Contractor's Engineer are solely responsible for the adequacy and accuracy of their calculations and design details and this review and approval shall not relieve them from this responsibility". The Alternate Design Proposal was considered by the CD PMCM and EOR as the Contractor's submittal, in accordance with Contract Drawing M-40, General Notes.

The CD PMCM performed an independent cost estimate and evaluated the Contractor's cost proposal. A negotiated price of \$2,847,589.53 was accepted by the CD PMCM and Contractor. The proposal includes the labor, equipment, and materials needed to perform the corbel modification identified above at all eight (8) Digester Tanks.

The CD PMCM performed its due diligence, found the Contractor's Cost Proposal 20R5 to be fair and reasonable. This change order, therefore, awards the Contractor \$2,847,589.53 for work associated with the Alternate Design Proposal and a time extension of 420 calendar days. The Contractor will be paid the amount of \$2,847,589.53 through the project's Contingency Allowance account and will be granted 420 calendar days through this Change Order.

As a result of this change order, the Substantial Completion Date for Milestone No. 2 will be extended from November 20, 2021 to January 14, 2023. The Final Completion Milestone will be extended from May 19, 2022 to July 13, 2023. The Substantial Completion date for Milestone No. 3 will not be affected.

**Contractor's Potential Claims:**

As of this date, the Contractor has no outstanding or pending claims for this Project.

The Contractor reserves its right to claim liquidated indirect costs associated with the time extension included in this change order.

**County's Reservation of Rights:**

Approval of this Change Order at this time does not constitute a waiver or release by the County of its right to pursue recovery of all costs associated with this Change Order, including but not limited to liquidated damages, from the responsible parties including the Contractor and the EOR. The County will avail itself of any and all legal remedies against the responsible parties. The County otherwise reserves all rights under the Contract.

This change order is revocable if not ratified by the Board of County Commissioners. In the event the Board of County Commissioners does not ratify this Change Order, the Contractor is not entitled to lost profits of other consequential or indirect damages; however, the Contractor is eligible for payment for any work done prior to failure of ratification.

**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.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille Maitland of Uniondale, New York, their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of October, 2020



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-In-Fact and the details of the bond to which the power is attached.*



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of Florida, County of Miami Dade  
 On this 2nd day of November in the year 2020, before me, the undersigned, personally appeared Brian MacClurgis  
 personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and  
 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon  
 behalf of which the individual acted, executed the instrument.



Christine Menendez  
 Notary Public

State of NEW YORK, County of NASSAU  
 On this 30th day of October in the year 2020, before me, the undersigned, personally appeared Camille Maitland  
 personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in  
Kings County, New York; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY  
 COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said  
 Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the  
 Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial  
 Services has, pursuant to Section 1111 of the New York Insurance Law, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF  
 AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances,  
 guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Nelly Renchiwich  
 Notary Public

**NELLY RENCHIWICH**  
 Notary Public, State of New York  
 No. 01RE6218158  
 Qualified in Nassau County  
 Commission Expires March 1, 2022

HARTFORD, CONNECTICUT 06183  
 FINANCIAL STATEMENT AS OF DECEMBER 31, 2019  
 AS FILED IN THE STATE OF NEW YORK  
 CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,402,045
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,937,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,263,017,456</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	439,803,760
		OTHER SURPLUS	1,683,400,804
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,123,684,564</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,386,702,020</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,386,702,020</b>



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Katherine Acosta, Thomas Bean, George O. Brewster, Desiree Cardlin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Rita Losquadro, Vincent A. Walsh and Michelle Wannamaker of Uniondale, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of March, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 25th day of March, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 30, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

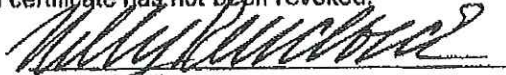


ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF Nassau }

On this October 30, 2020, before me personally came Camille Maitland to me known, who, being by me duly sworn, did depose and say; that he/she resides in Kings County, State of New York that he/she is the Attorney-In-Fact of the Federal Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Federal Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

  
Notary Public

NY acknowledgement

**NELLY W RENSCHWICH**  
Notary Public-State of New York  
No. 01RE6218168  
Qualified in Nassau County  
Commission Expires March 1, 2022

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis  
 December 31, 2019  
 (in thousands)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ (429,780)	Outstanding Losses and Loss Expenses	\$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	<u>1,029,733</u>	Other Liabilities	<u>849,544</u>
<b>TOTAL INVESTMENTS</b>	<u>10,506,613</u>	<b>TOTAL LIABILITIES</b>	<u>11,474,327</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	<u>1,306,881</u>
Chubb Indemnity Ins. Co.	178,808	<b>SURPLUS TO POLICYHOLDERS</b>	<u>4,039,335</u>
Chubb National Ins. Co.	181,053		
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	<u>2,302,210</u>		
<b>TOTAL ADMITTED ASSETS</b>	<u>\$ 15,513,662</u>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<u>\$ 15,513,662</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2019, investments with a carrying value of \$508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA  
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Subscribed before me this April 14, 2020  
 \_\_\_\_\_  
 John Taylor  
 Senior Vice President

Diane Wright  
 Notary Public

August 8, 2023  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Diane Wright, Notary Public  
 Philadelphia County  
 My commission expires August 8, 2023  
 Commission number 1235745  
 Member, Pennsylvania Association of Notaries






**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** January 20, 2021

**FROM:**   
Gen Bonzon-Keenan  
Successor 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 \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(O)(1)  
1-20-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING ACTIONS BY 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 APPROVING BETWEEN MIAMI-DADE COUNTY AND POOLE & KENT COMPANY OF FLORIDA: (1) CHANGE ORDER NO. 2 FOR AN INCREASE OF \$1,505,843.21 AND AN 831-CALENDAR DAY TIME EXTENSION TO CONSTRUCTION CONTRACT S-889 FOR CD 2.15(1) PLANT 2 CLUSTER 1 DIGESTER UPGRADES; (2) CHANGE ORDER NO. 1 FOR AN 871-CALENDAR DAY TIME EXTENSION TO CONSTRUCTION CONTRACT S-909 FOR CD 2.15(2) CENTRAL DISTRICT WASTEWATER TREATMENT PLANT – PLANT 2 CLUSTER 2 DIGESTER UPGRADES; AND (3) CHANGE ORDER NO. 1 FOR A 420-CALENDAR DAY TIME EXTENSION TO CONSTRUCTION CONTRACT S-897 FOR CD 1.07 SDWWTP DIGESTER AND CONTROL BUILDING UPGRADES, ACID PHASE AND SUBSTATION 7 & 8

**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 ratifies the actions of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, approving between Miami-Dade County and Poole & Kent Company of Florida: (1) Change Order No. 2 for an increase of \$1,505,843.21 and an 831-calendar day time extension to Construction Contract S-897 for CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades; (2) Change Order No. 2 for an 871-calendar day time extension to Construction



Contract S-909 for CD 2.15(2) Central District Wastewater Treatment Plant – Plant 2 Cluster 2 Digester Upgrades; and (3) Change Order 1 for a 420-calendar day time extension to Construction Contract S-897 for CD 1.07 SDWWTP Digesters and Control Building Upgrades, Acid Phase and Substation 7 & 8. The solicitation documents and contracts are kept on file with and are available upon request from the Department’s Construction Contracts Division.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- |                                       |                        |
|---------------------------------------|------------------------|
| Jose “Pepe” Diaz, Chairman            |                        |
| Oliver G. Gilbert, III, Vice-Chairman |                        |
| Sen. René García                      | Keon Hardemon          |
| Sally A. Heyman                       | Danielle Cohen Higgins |
| Eileen Higgins                        | Joe A. Martinez        |
| Kionne L. McGhee                      | Jean Monestime         |
| Raquel A. Regalado                    | Rebeca Sosa            |
| Sen. Javier D. Souto                  |                        |

The Chairperson thereupon declared the resolution duly passed and adopted this 20<sup>th</sup> day of January, 2021. 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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Sarah E. Davis