

# MEMORANDUM

Agenda Item No. 8(O)(1)

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

**DATE:** January 21, 2026

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving and authorizing the County Mayor to execute and exercise the provisions of eight Settlement Agreements that resolve material price escalation claims, consistent with the intent of Resolution No. R-188-25, for the following Miami-Dade Water and Sewer Department construction contracts: Contract No. DB20-WASD-01 with Lanzo Construction Co., Florida in the amount of \$5,089,185.35; Contract No. S-909 with Poole & Kent Company of Florida in the amount of \$26,154.74; Contract No. S-930A with PCL Construction, Inc. in the amount of \$2,256,886.60; Contract No. S-930B with Daniel O'Connell's Sons, Inc. in the amount of \$382,231.85; Contract No. S-931 with Poole & Kent Company of Florida in the amount of \$727,088.00; Contract No. S-935 with Poole & Kent Company of Florida in the amount of \$966,674.00; Contract No. S-944 with Ric-Man International, Inc. in the amount of \$99,274.19; and Contract No. S-951 with Ric-Man Construction, Inc. in the amount of \$331,630.73

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

  
\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/ks

MDC001

# Memorandum



**Date:** January 21, 2026

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

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Approving the Settlement of Material Price Escalation Claims for Various WASD Contracts

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## Executive Summary

This item seeks approval from the Board of County Commissioners (the Board) of eight (8) Settlement Agreements, attached hereto as Exhibits A-H, that will resolve material price escalation claims brought by several contractors working on construction projects for the Miami-Dade Water and Sewer Department (WASD) that were severely impacted by unforeseeable and extraordinary increases in construction material costs starting as far back as 2020. The contracts at issue were all awarded before July 2022 and, therefore, do not include the new provision WASD added to its standard General Contract Conditions to address price escalation claims. The Settlement Agreements proposed herein are consistent with an earlier directive of this Board regarding price escalation claims for these particular contracts.

On February 19, 2025, the Board adopted Resolution No. R-188-25 (the Resolution), sponsored by Commissioner Raquel A. Regalado, which directed the County Mayor or County Mayor's designee to evaluate material price escalation claims for certain contracts and, where legally permissible, negotiate and approve change orders to address the severe material cost escalations experienced by the contractors on twelve (12) specific projects. Although the Resolution originally contemplated the use of change orders, due to limitations in the Florida Statutes, change orders were not a legally viable avenue to address the price escalation, and accordingly, the Administration believes that executing Settlement Agreements is consistent with the spirit and intent of the Resolution.

In adopting the Resolution, the Board recognized the unprecedented inflationary pressures that began in 2020 and the significant impact those conditions had on completing critical County infrastructure. The Settlement Agreements represent the most equitable and legally appropriate mechanism to compensate contractors for actual, vetted material cost increases incurred solely due to extreme, unprecedented market conditions that arose after contract award. Contractors procured critical materials at significantly escalated prices to keep essential water and wastewater infrastructure projects moving, despite these conditions being wholly unforeseeable at the time of bid. The Resolution was intended to ensure the contractors were not forced to shoulder the substantially higher actual costs. It is important to note that had these contracts been cancelled and subsequently re-bid, the fiscal impact to the County would have been significantly higher, with additional schedule delays to critical water and wastewater infrastructure projects.

After a comprehensive and detailed review, WASD determined that eight (8) of the twelve (12) price escalation claims specified under the Resolution warranted resolution through Settlement Agreements. For all but two projects, WASD was able to reallocate funds already budgeted within the respective contracts to cover the material price escalation amounts. The exceptions are Contracts DB20-WASD-01 and S-930A, which require an increase to the original contract price; however, the additional amounts remain fully accommodated within WASD's approved budget for this fiscal year. The Settlement

Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

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Agreements represent the full and final resolution of all material price escalation claims associated with the listed projects.

**Recommendation**

It is recommended that the Board authorize the execution of the eight (8) Settlement Agreements, attached hereto, which resolve the material price escalation claims consistent with the Board’s directive under the Resolution.

**Scope**

The Settlement Agreements encompass WASD capital projects located in multiple commission districts.

<b>Contract</b>	<b>Contractor</b>	<b>Project Location</b>	<b>Commission District</b>
DB20-WASD-01	Lanzo Construction Co., Florida	1100 West 2 Ave, Hialeah, FL 33010	District 6
S-909	Poole & Kent Company of Florida	Central District Wastewater Treatment Plant 3989 Rickenbacker Causeway, Miami, FL 33149	District 7
S-930A	PCL Construction, Inc.	South District Wastewater Treatment Plant 8590 SW 232 St, Cutler Bay, FL 33190	District 8
S-930B	Daniel O’Connell’s Sons, Inc.	South District Wastewater Treatment Plant 8590 SW 232 St, Cutler Bay, FL 33190	District 8
S-931	Poole & Kent Company of Florida	South District Wastewater Treatment Plant 8590 SW 232 St, Cutler Bay, FL 33190	District 8
S-935	Poole & Kent Company of Florida	South District Wastewater Treatment Plant 8590 SW 232 St, Cutler Bay, FL 33190	District 8
S-944	Ric-Man International, Inc.	NE 151 Street and Biscayne Blvd, and NW 163 Street and NW 8 Ave	District 4
S-951	Ric-Man Construction, Inc.	NW 27 Avenue from NW North River Drive to NW 27 Street	District 2

**Delegation of Authority**

Upon approval of this item, the County Mayor or County Mayor’s designee shall have the authority to execute the Settlement Agreements and to exercise all provisions contained therein.

**Fiscal Impact/Funding Source**

Under the terms of the Settlement Agreements, the County has agreed to pay the Contractors the amounts described below as full and final settlement of material price escalation claims under the Contracts.

<b>Contract</b>	<b>Contractor</b>	<b>Original Claim Amount</b>	<b>Final Negotiated Settlement Amount</b>	<b>Funding Source</b>
DB20-WASD-01	Lanzo Construction Co., Florida	\$6,088,702.00	\$5,089,185.35	Water Connections Charges, WASD Revenue Bonds Sold and Future WASD Revenue Bonds
S-909	Poole & Kent Company of Florida	\$31,581.85	\$26,154.74	Future WASD Revenue Bonds, WASD Revenue Bonds Sold, Wastewater Renewal Fund (Project # 964120 Wastewater Plants Consent Decree Projects)
S-930A	PCL Construction, Inc.	\$4,546,785.69	\$ 2,256,886.60	Future WASD Revenue Bonds, State Revolving Loan Wastewater Program, WASD Revenue Bonds Sold, Wastewater Connection Charges, Water Infrastructure Finance Innovation Act (WIFIA) Program, Project 2000000580 PEAK FLOW MANAGEMENT-SOUTH DISTRICT EXPANSION
S-930B	Daniel O'Connell's Sons, Inc.	\$740,998.92	\$382,231.85	Future WASD Revenue Bonds, State Revolving, Loan Wastewater Program, WASD Revenue Bonds Sold, and Wastewater Connection Charges, Project 2000000580 PEAK FLOW MANAGEMENT-SOUTH DISTRICT EXPANSION
S-931	Poole & Kent Company of Florida	\$799,797.00	\$727,088.00	Future WASD Revenue Bonds; State Revolving Loan Wastewater Program; WASD Revenue Bonds Sold; Wastewater Connection Charges; WIFIA Loan (Project #:2000000580 PEAK FLOW MANAGEMENT - SOUTH DISTRICT EXPANSION

<b>Contract</b>	<b>Contractor</b>	<b>Original Claim Amount</b>	<b>Final Negotiated Settlement Amount</b>	<b>Funding Source</b>
S-935	Poole & Kent Company of Florida	\$1,285,262.04	\$966,674.00	Future WASHD Revenue Bonds; State Revolving Loan Wastewater Program; WASHD Revenue Bonds Sold; Wastewater Connection Charges; WIFIA Loan (Project #2000000580 PEAK FLOW MANAGEMENT - SOUTH DISTRICT EXPANSION)
S-944	Ric-Man International, Inc.	\$171,081.73	\$99,274.19	Future WASHD Revenue Bonds, WASHD Revenue Bonds Sold, Wastewater Connection Charges
S-951	Ric-Man Construction, Inc.	\$350,000.00	\$331,630.73	BBC GOB Financing, Future WASHD Revenue Bonds, WASHD Revenue Bonds Sold, Water Connection Charges, Water Renewal and Replacement Fund

**Track Record/Monitor**

WASHD’s Deputy Director of Planning, Regulatory Compliance, and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of the Settlement Agreements included in this item.

**Background**

On February 19, 2025, the Board adopted the Resolution, which directed the County Mayor or County Mayor’s designee to evaluate, negotiate, and address material price escalation claims for certain WASHD construction contracts awarded prior to July 2022, when WASHD’s standard construction contract templates did not include material price escalation provisions. These older contracts became uniquely vulnerable when, beginning in 2020, unprecedented inflation, supply-chain disruptions, manufacturing shortages, and global market instability caused extraordinary increases in the cost of essential construction materials. Contractors performing these projects were required to procure items such as pipe, cement, structural components, and other materials at prices far exceeding those reasonably foreseeable at the time of bid. The Resolution acknowledged these exceptional market conditions and provided a mechanism for evaluating and resolving contractor claims in a manner that is equitable, transparent, and aligned with the County’s infrastructure needs.

The contractors submitted claims documenting actual material cost increases, which were supported by invoices, supplier communications, purchase records, and industry pricing data. In response, WASHD undertook a comprehensive and multifaceted evaluation of each claim to determine whether an adjustment was warranted. This review included verifying quantities and materials purchased, comparing costs to

historical pricing and recognized industry indices, assessing the legitimacy and necessity of the increased expenditures, and ensuring the claims were confined exclusively to material escalation. Following this detailed analysis, WASD determined that only eight of the twelve contracts identified in the Resolution warranted material price escalation adjustments based on documented and legally permissible actual costs incurred.

Although the Resolution contemplated the possible use of change orders as the mechanism for implementing any adjustments, WASD determined that Settlement Agreements are the more appropriate and expeditious legal vehicle for resolving these claims. Settlement Agreements allow the County to resolve these unique claims in a manner consistent with the Board’s intent while ensuring that adjustments are implemented fairly, transparently, and without altering the underlying contract documents. The County further believes that using Settlement Agreements is fully consistent with the spirit and purpose of the Resolution, which sought to ensure that contractors were treated equitably in light of the extraordinary circumstances affecting material costs.

It is also important to note that, had these claims proceeded to litigation, the County would likely have prevailed.<sup>1</sup> The absence of price escalation clauses in the pre-July 2022 contracts means that contractors did not have a contractual entitlement to compensation for increased material costs. However, enforcing the strict contractual position would have placed an undue and inequitable financial burden on contractors who continued to work in good faith under extraordinary market conditions, and it would have run counter to the Board’s directive to evaluate and resolve such claims fairly. Proceeding through Settlement Agreements instead reflects the County’s commitment to responsible industry partnership and prevents the contractors from shouldering substantially higher actual costs for completion of County projects.

These Settlement Agreements resolve only claims related to material price escalation and do not bar contractors from pursuing other claims unrelated to escalation that may arise under the contract. This limitation is necessary because several of the projects remain under construction and typical construction-related issues may still occur.

No additional settlement agreements remain under review pursuant to Resolution No. R-188-25.

**Material Categories Included in Escalation Claims**

<b>Contract</b>	<b>Contractor</b>	<b>Final Negotiated Settlement Amount</b>	<b>Materials Identified in Claim</b>
DB20-WASD-01	Lanzo Construction Co., Florida	\$5,089,185.35	Pipe and fittings
S-909	Poole & Kent Company of Florida	\$26,154.74	Electrical power and controls conductors; NEMA 4X enclosures; conduits and raceways; electrical boxes and fittings; support systems; miscellaneous hardware

<sup>1</sup> Indeed, for Contracts S-930A, S-930B, and S-931, the County already prevailed in the dispute resolution process on these claims

<b>Contract</b>	<b>Contractor</b>	<b>Final Negotiated Settlement Amount</b>	<b>Materials Identified in Claim</b>
S-930A	PCL Construction, Inc.	\$2,256,886.60	Concrete masonry unit; soundwall; drainage structures; grout; concrete; reinforcing steel
S-930B	Daniel O'Connell's Sons, Inc.	\$382,231.85	Switchgears; manholes; rebar; miscellaneous metals; roofing materials; hollow metal and overhead doors; stucco; plumbing materials
S-931	Poole & Kent Company of Florida	\$727,088.00	Concrete; rebar; electrical materials
S-935	Poole & Kent Company of Florida	\$966,674.00	Electrical wiring; conduit and fittings; concrete; rebar; specialty coating
S-944	Ric-Man International, Inc.	\$99,274.19	Pre-stressed concrete cylindrical pipe; ductile iron piping; fittings; valves; asphalt; concrete; limerock
S-951	Ric-Man Construction, Inc.	\$331,630.73	Pipe; fittings; additional appurtenances

The Settlement Agreements presented for approval are consistent with the direction and intent of Resolution No. R-188-25 and represent a fair, transparent, and legally appropriate resolution to the extraordinary material price escalation experienced on the identified WASD construction contracts. These agreements ensure that contractors are compensated only for documented and vetted increases in material costs; prevent the contractors from shouldering unforeseen, substantially higher actual costs for County projects; and provide full and final settlement of all price escalation-related claims for these projects. Approval of this item will allow critical water and sewer infrastructure work to continue as planned, uphold the County's commitment to sound stewardship and equitable industry partnerships, and conclude all outstanding material price escalation matters under Resolution No. R-188-25.



Roy Coley  
Chief Utilities and Regulatory Services Officer



miamidade.gov

Exhibit A

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

James M. Tilli
Lanzo Construction Co., Florida
2600 SW 3rd Ave, Suite 301
Miami, FL 33129

December 3, 2025

RE: Contract DB20-WASD-01, Design-Build Services for the Installation of a 54-inch Diameter Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53 Street (the "Project")

Dear Mr. Tilli:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$24,309,622.34 (Base Amount: \$22,190,390, Dedicated Allowance: \$899,709.99, Contingency Allowance: \$1,219,522.35)
Contract Award Date: April 5, 2022
Notice to Proceed Date: May 11, 2022
Contract Duration: 1,190 calendar days
Original Completion Date: May 10, 2025
Value of Work Performed: \$21,010,851.35 (Invoices 1 – 31)
Percent of Work Completed: 85%
Substantial Completion Date: April 20, 2026
Final Completion Date: July 24, 2026

On May 15, 2025, Lanzo submitted a claim to WASD seeking \$6,088,702.00 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, Lanzo made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the pipe and fittings needed for the Project. Lanzo submitted documentation that supported these increased costs.

WASD evaluated Lanzo's claim, and, consistent with the spirit of the Board of County Commissioners' directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with Lanzo in the amount of \$5,089,185.35. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto

Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between Lanzo Construction Co., Florida and Miami-Dade County  
for Contract DB20-WASD-01**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of December, 2025 between Lanzo Construction Co., Florida (hereinafter, "Lanzo") and Miami-Dade County (hereinafter, the "County," and collectively with Lanzo, the "Parties").

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on April 5, 2022, the County awarded Contract DB20-WASD-01 to Lanzo for the Design-Build Services for the Installation of a 54-inch Diameter Water Transmission Main near Red Road from John E. Preston Treatment Plant to West 53 Street (the "Project"), a critical capital improvement required to improve Miami-Dade County's large diameter water main infrastructure; and

**WHEREAS**, at the time Contract DB20-WASD-01 was solicited and awarded, the County's standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the "Resolution"), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board's intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, Lanzo submitted its escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for pipe and fittings; and

**WHEREAS**, applying the price-escalation methodology contained in the County's post-2022 standard construction contract provisions, Lanzo calculated that it would have been entitled to an adjustment in the amount of \$6,088,702.00; however, after negotiations with the County, Lanzo agreed to accept a reduced amount of \$5,089,185.35 as a good-faith compromise and equitable settlement of all escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve Lanzo's escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$5,089,185.35 as a settlement for Material Cost increases for the Project performed by Lanzo as described above.
2. Lanzo hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department

ATTEST:

LANZO CONSTRUCTION CO., FLORIDA  
(Corporate Seal)

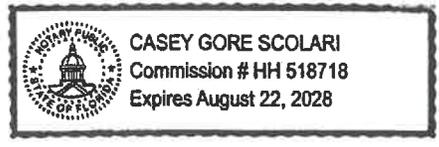
By: \_\_\_\_\_  
Signature  
Giuseppe D'Alessandro Secretary  
Print Name

By: \_\_\_\_\_  
Signature  
Salvatore D'Alessandro vice President  
Print Name

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of December 2025, by Salvatore D'Alessandro, as vice President, and Giuseppe D'Alessandro, as Secretary, of Lanzo Construction Co., FL, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Casey Gore Scolari  
Print Name

Serial Number  


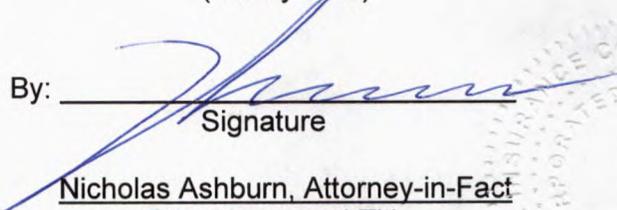
Approved as to Form and Legal Sufficiency:  
\_\_\_\_\_  
Assistant County Attorney

The undersigned, as SURETY for LANZO CONSTRUCTION CO., FLORIDA under Performance and Payment Bond No. 013131753, issued in connection with Contract No. DB20-WASD-01, hereby acknowledges receipt of this Settlement Agreement and consents to its terms.

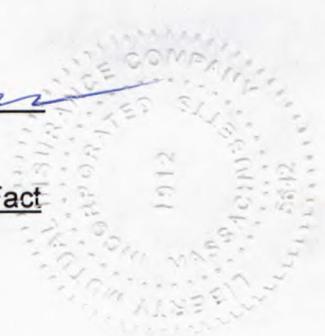
ATTEST:

  
\_\_\_\_\_  
Paige Chapman, Administrative Accounting Assistant

Liberty Mutual Insurance Company  
(Surety Seal)

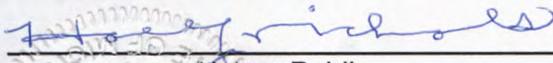
By:   
\_\_\_\_\_  
Signature

Nicholas Ashburn, Attorney-in-Fact  
Print Name and Title



STATE OF Michigan  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 4th day of December 2025, by Nicholas Ashburn, as Attorney-in-Fact of Liberty Mutual Insurance Company a Massachusetts Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

  
\_\_\_\_\_  
Notary Public

N/A  
Serial Number

Holly Nichols  
\_\_\_\_\_  
Print Name

HOLLY NICHOLS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LAPEER  
My Commission Expires December 26, 2029  
Acting in the County of OAKLAND

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney



# POWER OF ATTORNEY

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

Certificate No: 8213450-013068

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2025.



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

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 25th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



miamidade.gov

Exhibit B

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

Brian MacClugage
Poole & Kent Company of Florida
1781 NW North River Drive
Miami, FL 33125

December 4, 2025

RE: Contract S-909, CD 2.15(2) Central District Wastewater Treatment Plant, Plant 2 Cluster 2
Digester Upgrades (the "Project")

Dear Mr. MacClugage:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$29,227,440.00 (Base Amount: \$25,688,000.00, Dedicated Allowance: \$970,640.00, Contingency Allowance: \$2,568,800.00)
Contract Award Date: May 18, 2018
Notice to Proceed Date: July 10, 2018
Contract Duration: 561 calendar days (Actual: 1,432 calendar days)
Original Completion Date: December 2, 2019
Value of Work Performed: \$28,451,455.17 (Invoices 1 – 43)
Percent of Work Completed: 97%
Substantial Completion Date: February 20,2022
Final Completion Date: April 21, 2022

On August 18, 2025, Poole & Kent submitted a claim to WASD seeking \$31,581.85 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, Poole & Kent made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the electrical power and controls conductors, the NEMA 4X enclosures, conduits and raceways, electrical boxes and fittings, support systems, and miscellaneous hardware needed for the Project. Poole & Kent submitted documentation that supported these increased costs.

WASD evaluated Poole & Kent's claim, and, consistent with the spirit of the Board of County Commissioners' directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with Poole & Kent in the amount of \$26,154.74. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto
Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between Poole & Kent Company of Florida and  
Miami-Dade County for Contract S-909**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of December, 2025 between Poole & Kent Company of Florida (hereinafter, "Poole & Kent") and Miami-Dade County (hereinafter, the "County," and collectively with Poole & Kent, the "Parties").

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on September 5, 2018, the County awarded Contract S-909 to Poole & Kent for the CD 2.15(2) Central District Wastewater Treatment Plant, Plant 2 Cluster 2 Digester Upgrades (the "Project"), a critical capital improvement required to restore essential treatment capacity, expand renewable energy generation, reduce landfill disposal, and support a sustainable and resilient wastewater treatment system capable of accommodating continued population growth and environmental protection needs; and

**WHEREAS**, at the time Contract S-909 was solicited and awarded, the County's standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the "Resolution"), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board's intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, Poole & Kent submitted its escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for electrical power and controls conductors, the NEMA 4X enclosures, conduits and raceways, electrical boxes and fittings, support systems, and miscellaneous hardware; and

**WHEREAS**, applying the price-escalation methodology contained in the County's post-2022 standard construction contract provisions, Poole & Kent calculated that it would have been entitled to an adjustment in the amount of \$31,581.85; however, after negotiations with the

County, Poole & Kent agreed to accept a reduced amount of \$26,154.74 as a good-faith compromise and equitable settlement of all escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve Poole & Kent's escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$26,154.74 as a settlement for Material Cost increases for the Project performed by Poole & Kent as described above.
2. Poole & Kent hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department

ATTEST:

POOLE & KENT COMPANY OF FLORIDA  
(Corporate Seal)

By:   
Signature

David A. Strickland, Assistant Secretary  
Print Name

By:   
Signature

Patrick H. Carr, President  
Print Name



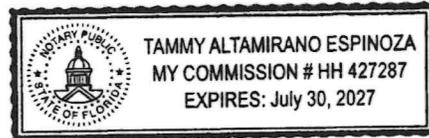
STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of December 2025, by Patrick H. Carr, as President, and David A. Strickland, as Secretary,\* of Poole & Kent Company of Florida, a \*\*, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

  
Notary Public

Tammy Altamirano-Espinoza  
Print Name

HH427287  
Serial Number



\* Assistant Secretary  
\*\* Delaware corporation

(Signatures continue on the next page)

The undersigned, as SURETY for POOLE & KENT COMPANY OF FLORIDA under Performance and Payment Bond No. <sup>106882531</sup>~~82464805~~, issued in connection with Contract No. S-909, hereby acknowledges receipt of this Settlement Agreement and consents to its terms.

WITNESS:  
~~ATTEST:~~

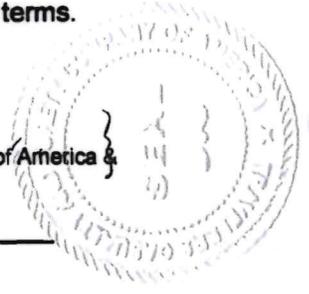
*Michelle Kopen*

[NAME OF SURETY COMPANY]

(Surety Seal)

Travelers Casualty and Surety Company of America & Federal Insurance Company

By: *Camille Maitland*  
Signature



Camille Maitland, Attorney-in-Fact  
Print Name and Title

STATE OF New York  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 8th day of December 2025, by Camille Maitland, as Attorney-in-Fact of [NAME OF SURETY COMPANY],\* a CT & IN Corp., on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath. \*Travelers Casualty and Surety Company of America & Federal Insurance Company

*DonnaMarie A. Kissane*  
Notary Public

01KI6297783  
Serial Number

DonnaMarie A. Kissane  
Print Name

DONNAMARIE A. KISSANE  
Notary Public-State of New York  
No. 01KI6297783  
Qualified in Nassau County  
Commission Expires March 3, 2026

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney



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

**POWER OF ATTORNEY**

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 the Companies do hereby make, constitute and appoint **Camille Maitland** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-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 16th day of February, 2024.



State of Connecticut

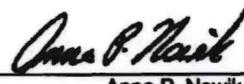
City of Hartford ss.

By:   
 Bryce Grissom, Senior Vice President

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026

  
  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

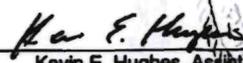
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 8th day of December, 2025



  
 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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

# CHUBB

## Power of Attorney

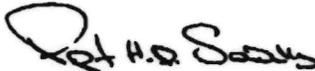
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, 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 Maltland, Amy Ortega, Robert T. Pearson, Karolynne Ramirez, Nelly Renchiwich, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17<sup>th</sup> day of September, 2025.

  
Rupert HD Swindells, Assistant Secretary

  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 17<sup>th</sup> day of September, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. LeRibe  
NOTARY PUBLIC OF NEW JERSEY  
No. 20172388  
COMMISSION EXPIRES OCT 19, 2026

  
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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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 Chairmen, 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 Chairmen, 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 Chairmen, 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.

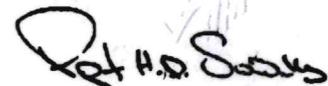
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE 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 8th day of December, 2025



  
Rupert HD Swindells, 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



miamidade.gov

Exhibit C

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

Todd Palmatier
PCL Construction, Inc.
1111 Park Centre Blvd. Suite 203
Miami, Florida 33169

December 4, 2025

RE: Contract S-930A, South District Waste Water Treatment Plant, Construction of Electrical Distribution Building #3 (the "Project")

Dear Mr. Palmatier:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$142,232,300.00 (Base Amount: \$123,710,000, Dedicated Allowance: \$6,151,300.00, Contingency Allowance: \$12,371,000.00)
Change Order #1: \$10,000,000.00
New Contract Amount: \$152,232,300.00
Contract Award Date: June 1, 2022
Notice to Proceed Date: August 8, 2022
Contract Duration: Original: 1365 calendar days – Actual: 1387 calendar days
Original Completion Date: Original: May 4, 2026
Value of Work Performed: \$114,394,602.02 (Invoices 1 – 38)
Percent of Work Completed: 75%
Substantial Completion Date: May 1, 2026
Final Completion Date: June 26, 2026

On April 9, 2025, PCL submitted a claim to WASD seeking \$4,546,785.69 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, PCL made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the concrete masonry unit, soundwall, drainage structures, grout, concrete and reinforcing steel needed for the Project. PCL submitted documentation that supported these increased costs.

WASD evaluated PCL's claim, and, consistent with the spirit of the Board of County Commissioners' directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with PCL in the amount of \$2,256,886.60. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto

Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between PCL Construction, Inc. and  
Miami-Dade County for Contract S-930A**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of December, 2025 between PCL Construction, Inc. (hereinafter, "PCL") and Miami-Dade County (hereinafter, the "County," and collectively with PCL, the "Parties").

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on June 1, 2022, the County awarded Contract S-930A to PCL for the South District Waste Water Treatment Plant, Construction of Electrical Distribution Building #3 (the "Project"), a critical capital improvement required to increase the Plant's permitted average annual daily flow, expand peak flow capacity, and provide essential electrical distribution infrastructure needed to support long-term treatment and conveyance operations; and

**WHEREAS**, at the time Contract S-930A was solicited and awarded, the County's standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the "Resolution"), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board's intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, PCL submitted its escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for pipe and fittings; and

**WHEREAS**, applying the price-escalation methodology contained in the County's post-2022 standard construction contract provisions, PCL calculated that it would have been entitled to an adjustment in the amount of \$4,546,785.69; however, after negotiations with the County, PCL agreed to accept a reduced amount of \$2,256,886.60 as a good-faith compromise and equitable settlement of all escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve PCL's escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$2,256,886.60 as a settlement for Material Cost increases for the Project performed by PCL as described above.
2. PCL hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department

ATTEST:

PCL CONSTRUCTION, INC.  
(Corporate Seal)

By: \_\_\_\_\_  
Signature  
**Ken Iverson**  
**Secretary/Treasurer**, Secretary  
Print Name

By: \_\_\_\_\_  
Signature  
**Richard Hewitt**, President  
Print Name  
**President**

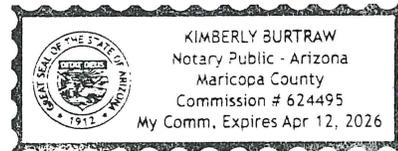
STATE OF Arizona  
COUNTY OF maricopa

The foregoing instrument was acknowledged before me this 4 day of December 2025, by Richard Hewitt, as President, and Ken Iverson, as Secretary, of PCL Construction, Inc., a \_\_\_\_\_, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Kimberly Burtraw  
Notary Public

624495  
Serial Number

Kimberly Burtraw  
Print Name



(Signatures continue on the next page)





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Richard Casas, Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, George F. Douaire V, Derek J. Elston, Kristin L Hannigan, Jennifer L. Jakaitis, Victoria Johnson, Nicholas Kertesz, Judith A. Lucky-Eftimov, Tara A. Maquinto, Robert Nachreiner, Roger Paraison, Bartlomiej Siepierski, Jean Torres, Aerie Walton, Susan A. Welsh, Sandra M. Winsted and Dartonya Wright of Chicago, Illinois -----

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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11<sup>th</sup> day of June, 2025.

*Rupert H.D. Swindells*

Rupert HD Swindells, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon SS.

On this 11<sup>th</sup> day of June, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin  
NOTARY PUBLIC OF NEW JERSEY  
No. 50175208  
COMMISSION EXPIRES OCT 15, 2026

*Stacy J. Loftin*  
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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE 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

December 4, 2025



*Rupert H.D. Swindells*  
Rupert HD Swindells, 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



**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 **Samantha Chierici** of **CHICAGO, Illinois**, their true and lawful Attorney(s)-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 **21st** day of **April, 2021**.



State of Connecticut

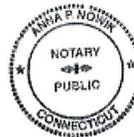
City of Hartford ss.

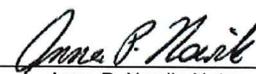
By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

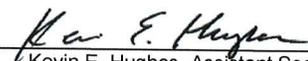
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 **4th** day of **December**, **2025**



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**Power Of Attorney**

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY  
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Sandra M. Winsted, Susan A. Welsh, Derek J. Elston, Jessica B. Dempsey, Judith A. Lucky-Eftimov, Aerie Walton, Samantha Chierici, Corinne Chapman, Roger Paraison, Kristin L. Hannigan, Jean Torres, Nicholas Kertesz, Dartonya Wright, Tara A. Maquinto, 200 East Randolph St, Aon Center of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By: \_\_\_\_\_  
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

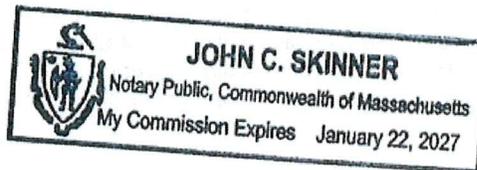
By: \_\_\_\_\_  
David Fields, Vice President



**NOTARY**

State of Massachusetts, County of Suffolk, ss:  
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



\_\_\_\_\_  
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE 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 is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this December 4, 2025.



\_\_\_\_\_  
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claims.notice@bhspecialty.com](mailto:claims.notice@bhspecialty.com), via fax to (617) 507-8259, or via mail.



# POWER OF ATTORNEY

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

Certificate No: 8214194-285057

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron D. Griffin; Aerie Walton; Bartlomiej Siepierski; Corinne Chapman; Dartonya Wright; Derek J. Elston; George F. Douaire, V; Jean Torres; Jennifer L. Jakaitis; Jessica B. Dempsey; Judith A. Lucky-Eftimov; Kristin L. Hannigan; Melissa L. Fortier; Nicholas Kertesz; Richard Casas; Robert Nachreiner; Roger Paraison; Samantha Chierici; Sandra M. Winsted; Susan A. Welsh; Tara A. Maquinto; Victoria Johnson

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

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2025.



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

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 10th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

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

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

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

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

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

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2025.



By: Renee C. Lewellyn

Renee C. Lewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



miamidade.gov

Exhibit D

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

Matthew Sturm
Daniel O'Connell's Sons, Inc.
8100 Oak Lane, Suite 304
Miami Lakes, FL 33016

December 4, 2025

RE: Contract S-930B, Ocean Outfall Legislation Program, Construction Package ST-2D-B, South District Wastewater Treatment Plant Substations 5/6 & 15/16 (the "Project")

Dear Mr. Sturm:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$21,805,340.00 (Base Amount: \$19,018,000.00, Dedicated Allowances:\$570,540.00, Contingency Allowance: \$1,901,800.00)
Contract Award Date: March 24, 2022
Notice to Proceed Date: May 2, 2022
Contract Duration: 446 days
Original Completion Date: July 22, 2023
Value of Work Performed: \$19,695,095.99 (Invoices 1- 36)
Percent of Work Completed: 90%
Substantial Completion Date: February 12, 2025
Final Completion Date: December 31, 2025

On April 9, 2025, Daniel O'Connell's Sons (DOC) submitted a claim to WASD seeking \$740,998.92 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, DOC made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the switchgears, manholes, rebar, misc metals, roofing materials, hollow metal and overhead doors, stucco and plumbing materials needed for the Project. DOC submitted documentation that supported these increased costs.

WASD evaluated DOC's claim, and, consistent with the spirit of the Board of County Commissioners' directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with DOC in the amount of \$382,231.85. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto
Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between Daniel O’Connell’s Sons, Inc. and  
Miami-Dade County for Contract S-930B**

This Settlement Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of December, 2025 between Daniel O’Connell’s Sons, Inc. (hereinafter, “DOC”) and Miami-Dade County (hereinafter, the “County,” and collectively with DOC, the “Parties”).

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on March 24, 2022, the County awarded Contract S-930B to DOC for the Ocean Outfall Legislation Program, Construction Package ST-2D-B, South District Wastewater Treatment Plant Substations 5/6 & 15/16 (the “Project”), a critical capital improvement required to improve operations at the Plant by modernizing key systems to reduce downtime and improve overall performance; and

**WHEREAS**, at the time Contract S-930B was solicited and awarded, the County’s standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the “Resolution”), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board’s intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, DOC submitted its escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for switchgears, manholes, rebar, misc metals, roofing materials, hollow metal and overhead doors, stucco and plumbing materials; and;

**WHEREAS**, applying the price-escalation methodology contained in the County’s post-2022 standard construction contract provisions, DOC calculated that it would have been entitled to an adjustment in the amount of \$740,998.92; however, after negotiations with the County, DOC agreed to accept a reduced amount of \$382,231.85 as a good-faith compromise and equitable settlement of all escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve DOC's escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$382,231.85 as a settlement for Material Cost increases for the Project performed by DOC as described above.
2. DOC hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department

ATTEST:

DANIEL O'CONNELL'S SONS, INC.  
(Corporate Seal)

By:   
Signature

By:   
Signature

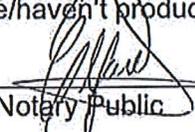


\_\_\_\_\_  
Peter Cherichetti, Secretary  
Print Name

\_\_\_\_\_  
Matthew M. Sturm  
Florida Operations Manager

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of December 2025, by Matthew M. Sturm, as Florida Operations Manager, and Peter Cherichetti, as Secretary, of Daniel O'Connell's Sons, Inc., a Massachusetts corporation authorized to do business in Florida, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

\_\_\_\_\_  
  
Notary Public

\_\_\_\_\_  
HH 260567  
Serial Number

\_\_\_\_\_  
Caridad D. Alfaro  
Print Name

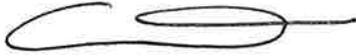


Caridad D. Alfaro  
Comm.: HH 260567  
Expires: May 2, 2026  
Notary Public - State of Florida

(Signatures continue on the next page)

The undersigned, as SURETY for DANIEL O'CONNELL'S SONS, INC. under Performance and Payment Bond No. 107515212, issued in connection with Contract No. S-930B, hereby acknowledges receipt of this Settlement Agreement and consents to its terms.

ATTEST:



Travelers Casualty and Surety Company of America  
(Surety Seal)

By: Michael E. Watts  
Signature

Michael E. Watts, Attorney-in-Fact  
Print Name and Title

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 5th day of December 2025, by Michael E. Watts, as Attorney-in-Fact of Travelers Casualty and Surety Company of America, a Connecticut Corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Linda A. Damon  
Notary Public

SNPC.0129128  
Serial Number

Linda A. Damon  
Print Name



Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney



**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 **Michael E Watts** of **WEST HARTFORD Connecticut** their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

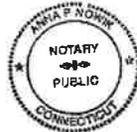
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

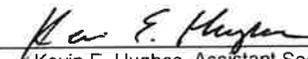
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 **2nd** day of **December**, 2025



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



miamidade.gov

Exhibit E

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

Brian MacClugage
Poole & Kent Company of Florida
1781 NW North River Drive
Miami, FL 33125

December 4, 2025

RE: Contract S-931, Ocean Outfall Legislation Program Construction Package ST-2A Headworks 3, Oxygenation Trains 9 & 10, and Substation 57/58 (the "Project")

Dear Mr. MacClugage:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$107,605,400 (Base Amount: \$94,080,000, Dedicated Allowance: \$4,117,400, Contingency Allowance: \$9,408,000)
Contract Award Date: July 9, 2021
Notice to Proceed Date: August 30, 2021
Contract Duration: 792 calendar days (Actual: 1570 calendar days)
Original Completion Date: October 31, 2023
Value of Work Performed: \$103,649,304.08 (Invoices 1 – 52)
Percent of Work Completed: 98%
Substantial Completion Date: September 27, 2025
Final Completion Date: December 17, 2025

On September 17, 2025, and November 6, 2025, Poole & Kent submitted claims to WASD seeking a total of \$799,797.00 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, Poole & Kent made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the concrete, rebar, and electrical materials needed for the Project. Poole & Kent submitted documentation that supported these increased costs.

WASD evaluated Poole & Kent's claim, and, consistent with the spirit of the Board of County Commissioners' directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with Poole & Kent in the amount of \$727,088.00. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto
Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between Poole & Kent Company of Florida and  
Miami-Dade County for Contract S-931**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of December, 2025 between Poole & Kent Company of Florida (hereinafter, "Poole & Kent") and Miami-Dade County (hereinafter, the "County," and collectively with Poole & Kent, the "Parties").

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on July 9, 2021, the County awarded Contract S-931 to Poole & Kent for the Ocean Outfall Legislation Program Construction Package ST-2A Headworks 3, Oxygenation Trains 9 & 10, and Substation 57/58 (the "Project"), a critical capital improvement required to increase the wastewater treatment capacity by an additional 68 MGD at the South District Wastewater Treatment Plant; and

**WHEREAS**, at the time Contract S-931 was solicited and awarded, the County's standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the "Resolution"), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board's intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, Poole & Kent submitted its escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for concrete, rebar, and electrical materials; and;

**WHEREAS**, applying the price-escalation methodology contained in the County's post-2022 standard construction contract provisions, Poole & Kent calculated that it would have been entitled to an adjustment in the amount of \$799,797; however, after negotiations with the County, Poole & Kent agreed to accept a reduced amount of \$727,088 as a good-faith compromise and equitable settlement of all escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve Poole & Kent's escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$727,088 as a settlement for Material Cost increases for the Project performed by Poole & Kent as described above.
2. Poole & Kent hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department



ATTEST:

POOLE & KENT COMPANY OF FLORIDA  
(Corporate Seal)

By: David A. Strickland  
Signature

By: Patrick H. Carr  
Signature

David A. Strickland, Assistant Secretary  
Print Name

Patrick H. Carr, President  
Print Name

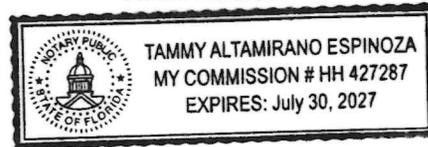
STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of December 2025, by Patrick H. Carr, as President, and David A. Strickland, as Secretary, of Poole & Kent Company of Florida, a \*\* \_\_\_\_\_, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Tammy Altamirano  
Notary Public

HH427287  
Serial Number

Tammy Altamirano-Espinoza  
Print Name



\* Assistant  
\*\* Delaware corporation

(Signatures continue on the next page)

The undersigned, as SURETY for POOLE & KENT COMPANY OF FLORIDA under Performance and Payment Bond No. <sup>107350308</sup>~~K40323600~~, issued in connection with Contract No. S-931, hereby acknowledges receipt of this Settlement Agreement and consents to its terms.

WITNESS:

~~WITNESS~~

[NAME OF SURETY COMPANY]

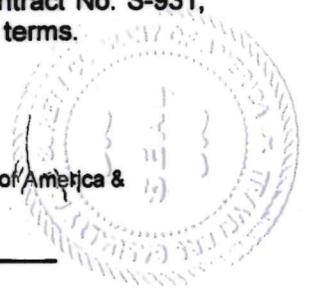
(Surety Seal)

Travelers Casualty and Surety Company of America & Federal Insurance Company

By: Camille Maitland  
Signature

Camille Maitland, Attorney-In-Fact

Print Name and Title



STATE OF New York  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 8th day of December 2025, by Camille Maitland, as Attorney-In-Fact of [NAME OF SURETY COMPANY]\*; a CT & IN Corp., on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath. \*Travelers Casualty and Surety Company of America & Federal Insurance Company

DonnaMarie A. Kissane  
Notary Public

01K16297783  
Serial Number

DonnaMarie A. Kissane  
Print Name

**DONNAMARIE A. KISSANE**  
Notary Public-State of New York  
No. 01K16297783  
Qualified in Nassau County  
Commission Expires March 3, 2026

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney



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

**POWER OF ATTORNEY**

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 the Companies do hereby make, constitute and appoint **Camille Mattiand** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-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 16th day of February, 2024.



State of Connecticut

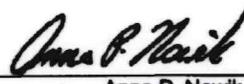
City of Hartford ss.

By:   
 Bryce Grissom, Senior Vice President

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026

  
  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

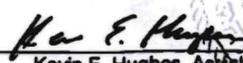
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any 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.

**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 each of the Companies, 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 8th day of December, 2025



  
 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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

# CHUBB

## Power of Attorney

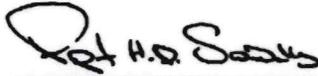
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, 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, Amy Ortega, Robert T. Pearson, Karolynne Ramirez, Nelly Renchwich, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17<sup>th</sup> day of September, 2025.



Rupert HD Swindells, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 17<sup>th</sup> day of September, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. LaRin  
NOTARY PUBLIC OF NEW JERSEY  
No. 2075200  
COMMISSION EXPIRES OCT 15, 2026



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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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.

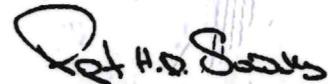
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE 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 8th day of December, 2025





Rupert HD Swindells, 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) 903-2493 Fax (908) 903-2656 e-mail: surety@chubb.com



miamidade.gov

Exhibit F

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

Brian MacClugage
Poole & Kent Company of Florida
1781 NW North River Drive
Miami, FL 33125

December 8, 2025

RE: Contract S-935, Ocean Outfall Legislation Program Construction Package ST-1B
Oxygenation Trains 1-7 Rehabilitation and Electrical Buildings (the "Project")

Dear Mr. MacClugage:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$80,560,000.00 (Base Amount: \$69,500,000.00, Dedicated Allowances:\$4,092,842.00, Contingency Allowance: \$6,950,000.00)
Contract Award Date: October 21, 2021
Notice to Proceed Date: January 3, 2022
Contract Duration: 1,319 days (Actual 2,138 calendar days)
Original Completion Date: August 14, 2025
Value of Work Performed: \$59,334,204.82 (Invoices 1- 39)
Percent of Work Completed: 74%
Substantial Completion Date: August 31, 2027
Actual Final Completion Date: September 30, 2027

On October 10, 2025, Poole & Kent submitted a claim to WASD seeking \$1,285,262.04 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, Poole & Kent made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the electrical wiring, conduit & fittings, concrete, rebar, and specialty coating needed for the Project. Poole & Kent submitted documentation that supported these increased costs.

WASD evaluated Poole & Kent's claim, and, consistent with the spirit of the Board of County Commissioners' directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with Poole & Kent in the amount of \$966,674.00. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto
Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between Poole & Kent Company of Florida and  
Miami-Dade County for Contract S-935**

This Settlement Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of December, 2025 between Poole & Kent Company of Florida (hereinafter, “Poole & Kent”) and Miami-Dade County (hereinafter, the “County,” and collectively with Poole & Kent, the “Parties”).

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on October 21, 2021, the County awarded Contract S-935 to Poole & Kent for the Ocean Outfall Legislation Program Construction Package ST-1B Oxygenation Trains 1-7 Rehabilitation and Electrical Buildings (the “Project”), a critical capital improvement required to improve reliability and performance of critical wastewater treatment infrastructure, ensuring safe, efficient, and compliant wastewater operations by modernizing key infrastructure to reduce maintenance and downtime; and

**WHEREAS**, at the time Contract S-935 was solicited and awarded, the County’s standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the “Resolution”), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board’s intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, Poole & Kent submitted its material escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for electrical wiring, conduit & fittings, concrete, rebar, and specialty coating; and;

**WHEREAS**, applying the price-escalation methodology contained in the County’s post-2022 standard construction contract provisions, Poole & Kent calculated that it would have been entitled to an adjustment in the amount of \$1,285,262.04; however, after negotiations with the County, Poole & Kent agreed to accept a reduced amount of \$966,674.00 as a good-faith

compromise and equitable settlement of all material escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve Poole & Kent's material escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$966,674.00 as a settlement for Material Cost increases for the Project performed by Poole & Kent as described above.
2. Poole & Kent hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

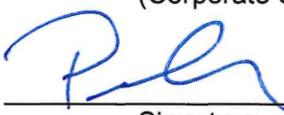
By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department



ATTEST:

POOLE & KENT COMPANY OF FLORIDA  
(Corporate Seal)

By:   
Signature  
Assistant  
David A. Strickland \_\_\_\_\_, Secretary  
Print Name

By:   
Signature  
Patrick H. Carr \_\_\_\_\_, President  
Print Name

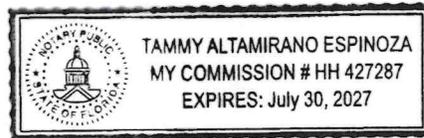
STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December 2025, by Patrick H. Carr, as President, and David A. Strickland, as Secretary\*, of Poole & Kent Company of Florida, a \*\*, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

  
Notary Public

HH 427287  
Serial Number

Tammy Altamirano-Espinoza  
Print Name



\* Assistant Secretary

\*\* Delaware corporation

(Signatures continue on the next page)

The undersigned, as SURETY for POOLE & KENT COMPANY OF FLORIDA under Performance and Payment Bond No. <sup>107465881</sup> ~~K40352156~~, issued in connection with Contract No. S-931, hereby acknowledges receipt of this Settlement Agreement and consents to its terms.

WITNESS:  
~~ATTEST:~~

*Nichole Kuper*

[NAME OF SURETY COMPANY]  
(Surety Seal)  
Travelers Casualty and Surety Company of America &  
Federal Insurance Company

By: *Camille Maitland*  
Signature

Camille Maitland, Attorney-In-Fact  
Print Name and Title

STATE OF NEW YORK  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December 2025, by Camille Maitland, as Attorney-In-Fact of [NAME OF SURETY COMPANY],\* a CT & IN Corp., on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

\* Travelers Casualty and Surety Company of America & Federal Insurance Company

*Nelly Renchivich M*  
Notary Public

01RE6218158  
Serial Number

NELLY RENCHIWICH M  
Print Name

NELLY RENCHIWICH M  
Notary Public-State of New York  
No. 01RE6218158  
Qualified in Nassau County  
Commission Expires March 1, 2026

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney



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

**POWER OF ATTORNEY**

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 the Companies do hereby make, constitute and appoint **Camille Maitland** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-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 16th day of February, 2024.



State of Connecticut

City of Hartford ss.

By:   
Bryce Grissom, Senior Vice President

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

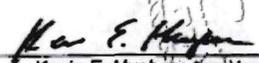
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 9th day of December, 2025



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, 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, Amy Ortega, Robert T. Pearson, Karolynne Ramirez, Nelly Renchiwich, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of September, 2025.

[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

[Signature of Stephen M. Haney]
Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 17th day of September, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J Lettin
NOTARY PUBLIC OF NEW JERSEY
No. 30173206
COMMISSION EXPIRES OCT 15, 2026

[Signature of Stacy J. Lettin]
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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE 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 December 9, 2025



[Signature of Rupert HD Swindells]
Rupert HD Swindells, 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



miamidade.gov

Exhibit G

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

Michael Jankowski
Ric-Man International, Inc.
1545 NW 27 Ave
Pompano Beach, FL 33069

December 4, 2025

RE: Contract S-944, 60-Inch Force Main (NL-1A) Between the Intersections of NE 151 Street & Biscayne Boulevard and NE 163 Street & NE 8 Avenue (the "Project")

Dear Mr. Jankowski:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$28,527,995.95 (Base Amount: \$24,361,057.95, Dedicated Allowances: \$1,730,831.74, Contingency Allowance: \$2,436,106.00)
Contract Award Date: December 21, 2020
Notice to Proceed Date: May 24, 2021
Contract Duration: 510 days (Actual 1,096 calendar days)
Original Completion Date: October 16, 2022
Value of Work Performed: \$24,996,930.15 (Invoices 1- 32)
Percent of Work Completed: 100%
Substantial Completion Date: November 16, 2023
Actual Final Completion Date: May 23, 2025

On October 20, 2025, Ric-Man International, Inc. (RMI) submitted a claim to WASD seeking \$171,081.73 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, RMI made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the pre-stressed concrete cylindrical pipe, ductile iron piping, fittings, valves, asphalt, concrete and limerock needed for the Project. RMI submitted documentation that supported these increased costs.

WASD evaluated RMI's claim, and, consistent with the spirit of the Board of County Commissioners' directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with RMI in the amount of \$99,274.19. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto
Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between Ric-Man International, Inc. and  
Miami-Dade County for Contract S-944**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of December, 2025 between Ric-Man International, Inc. (hereinafter, "RMI") and Miami-Dade County (hereinafter, the "County," and collectively with RMI, the "Parties").

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on November 20, 2020, the County awarded Contract S-944 to RMI for the 60-Inch Force Main (NL-1A) Between the Intersections of NE 151 Street & Biscayne Boulevard and NE 163 Street & NE 8 Avenue (the "Project"), a critical capital improvement required to provide redundancy and relieve peak flow pressure and conveyance restrictions in the North Service Area due to the relining of the existing 72-inch force main servicing the area; and

**WHEREAS**, at the time Contract S-944 was solicited and awarded, the County's standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the "Resolution"), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board's intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, RMI submitted its escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for pre-stressed concrete cylindrical pipe, ductile iron piping, fittings, valves, asphalt, concrete and limerock; and

**WHEREAS**, applying the price-escalation methodology contained in the County's post-2022 standard construction contract provisions, RMI calculated that it would have been entitled to an adjustment in the amount of \$171,081.73; however, after negotiations with the County, RMI agreed to accept a reduced amount of \$99,274.19 as a good-faith compromise and equitable settlement of all escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve RMI's escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$99,274.19 as a settlement for Material Cost increases for the Project performed by RMI as described above.
2. RMI hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department

ATTEST:

Ric-Man International, Inc.  
(Corporate Seal)

By: \_\_\_\_\_  
Signature  
Andres Diaz, Secretary  
Print Name

By: \_\_\_\_\_  
Signature  
Paul Jankowski, Vice-President  
Print Name

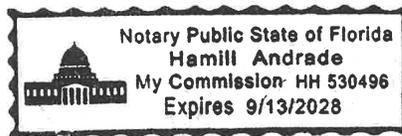
STATE OF FL  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December 2025, by Paul Jankowski, as <sup>vice</sup>President, and Andres Diaz, as Secretary, of Ric-Man International, Inc., a FL corp., on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Hamill Andrade  
Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print Name

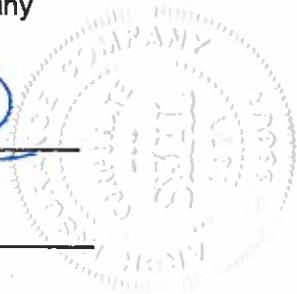


(Signatures continue on the next page)

The undersigned, as SURETY for RIC-MAN INTERNATIONAL, INC. under Performance and Payment Bond No. SU1146458, issued in connection with Contract No. S-944, hereby acknowledges receipt of this Settlement Agreement and consents to its terms.

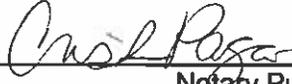
Witness:  
~~XXXXXX~~ 

Arch Insurance Company  
(Surety Seal)  
By:   
Signature  
Dana Granice, Attorney-In-Fact  
Print Name and Title



STATE OF New York  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 9th day of December 2025, by Dana Granice, as Attorney-In-Fact of Arch Insurance Company, a Agent, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

  
Notary Public  
Cristina Pagan  
Print Name

Serial Number

CRISTINA PAGAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PA6389428  
Qualified in Suffolk County  
Commission Expires March 25, 2027

Approved as to Form and Legal Sufficiency:  
  
Assistant County Attorney

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Colette R. Chisholm, Dana Granice, Desiree Cardlin, George O. Brewster, Gerard S. Macholz, Karolynne Ramirez, Katherine Acosta, Louis J. Spina, Michelle Wannamaker, Nelly Renchlich, Robert T. Pearson, Scott Brackenbury, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of September, 2025.

Attested and Certified

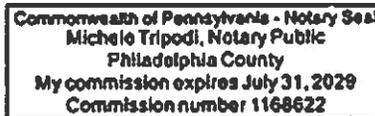
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 2, 2025 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 9th day of December, 2025.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



miamidade.gov

Exhibit H

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

Steven Mancini
Ric-Man Construction, Inc.
38600 Van Dyke Avenue, Suite 100
Sterling Height, MI 48312

December 4, 2025

RE: Contract S-951, Water and Wastewater Services to Commercial Properties Green Tech Corridor-S-8 – Gravity Basin 30-0073 (the “Project”)

Dear Mr. Mancini:

As of today, the status of the Project is as follows:

- Contract Award Amount: \$3,957,916.38 (Base Amount: \$3,304,238.25, Dedicated Allowance: \$323,254.30, Contingency Allowance: \$330,423.83)
Change Order # 2: \$331,630.35
New Contract Amount: \$4,289,546.73
Contract Award Date: February 1st, 2022
Notice to Proceed Date: May 9, 2022
Contract Duration: Original: 365 calendar days – Actual: 967 calendar days
Original Completion Date: Original: May 9, 2023
Value of Work Performed: \$3,612,678.84 (Invoices 1 – 13)
Percent of Work Completed: 100%
Substantial Completion Date: December 10, 2024
Final Completion Date: December 30, 2024

On March 22, 2022, Ric-Man Construction, Inc. (RMC) submitted a claim to WASD seeking \$350,000.00 for increased costs to the Project that arose from price escalation caused by the global pandemic, the war in Ukraine and labor shortages, including PPI, shipping and fees. Specifically, RMC made its claim to recoup the additional monies it was required to spend as a result of price increases that affected the pipe, fittings and other appurtenances needed for the Project. RMC submitted documentation that supported these increased costs.

WASD evaluated RMI’s claim, and, consistent with the spirit of the Board of County Commissioners’ directive set forth in Resolution No. R-188-25, negotiated a resolution of the claim with RMC in the amount of \$331,630.73. The terms of the settlement are set forth in the Settlement Agreement, attached hereto as Exhibit 1.

Sincerely,

Marisela Aranguiz-Cueto

Marisela Aranguiz-Cueto, P.E., Deputy Director
Miami-Dade Water & Sewer Department

**Settlement Agreement between Ric-Man Construction, Inc. and  
Miami-Dade County for Contract S-951**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of December, 2025 between Ric-Man Construction, Inc. (hereinafter, "RMC") and Miami-Dade County (hereinafter, the "County," and collectively with RMC, the "Parties").

**WITNESSETH**

**WHEREAS**, after a competitive solicitation, on February 1, 2022, the County awarded Contract S-951 to RMC for Water and Wastewater Services to Commercial Properties Green Tech Corridor-S-8 – Gravity Basin 30-0073 (the "Project"), a critical capital improvement required to improve the water and wastewater system infrastructure in the community; and

**WHEREAS**, at the time Contract S-951 was solicited and awarded, the County's standard construction contracts did not contain a material price-escalation provision, and both Parties relied on then-existing market conditions in establishing contract pricing; and

**WHEREAS**, beginning in 2021, the construction industry experienced unprecedented and unforeseeable inflationary pressures, including extraordinary increases in the cost of materials due to pandemic-related supply chain disruptions and global instability; and

**WHEREAS**, recognizing the exceptional circumstances affecting several WASD contracts awarded prior to July 2022, the Board of County Commissioners adopted Resolution No. R-188-25 (the "Resolution"), which expressly acknowledges the unprecedented inflation affecting pre-2022 contracts, and directs the County Mayor to evaluate and, where legally permissible, negotiate equitable price-escalation relief to ensure fairness to contractors performing critical public infrastructure work; and

**WHEREAS**, the Resolution also reflects the Board's intent that contractors performing essential infrastructure projects be made whole for actual, documented, and eligible cost impacts that resulted from these extraordinary conditions; and

**WHEREAS**, consistent with this intent, RMC submitted its escalation request pursuant to the methodology referenced in the Resolution, including submission of price-index data and documentation/certifications showing the actual costs incurred for materials, fittings and other appurtenances; and

**WHEREAS**, applying the price-escalation methodology contained in the County's post-2022 standard construction contract provisions, RMC calculated that it would have been entitled to an adjustment in the amount of \$350,000.00; however, after negotiations with the County, RMC agreed to accept a reduced amount of \$331,630.35 as a good-faith compromise and equitable settlement of all escalation impacts associated with the Project; and

**WHEREAS**, other public agencies, including the Florida Department of Transportation (FDOT), have similarly determined that extraordinary, unforeseeable market volatility warrants the issuance of supplemental compensation to contractors as an equitable adjustment, based on principles of fairness, documented cost impacts, and the maintenance of continuity for critical public infrastructure projects; and

**WHEREAS**, based on the unique circumstances surrounding this Contract, the regulatory significance of timely completion, the documented and extraordinary nature of cost escalation, and the Board's intent set forth in the Resolution, the Parties desire to resolve RMC's escalation request through this equitable settlement, in full and final satisfaction of the matter,

**NOW, THEREFORE**, in consideration of the acceptance of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County will pay the amount of \$331,630.35 as a settlement for Material Cost increases for the Project performed by RMC as described above.
2. RMC hereby agrees: (a) it will not submit any additional claims for price escalation for this Project; and (b) it will execute all documents and releases required by the County in order to close out the Project.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Jay J. Fink, Director  
Miami-Dade Water and Sewer Department

ATTEST:

Ric-Man Construction, Inc.  
(Corporate Seal)

By: Cynthia Morefield  
Signature  
Cynthia Morefield, Secretary  
Print Name

By: [Signature]  
Signature  
STEVEN MANCINI, President  
Print Name

STATE OF Michigan  
COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 5th day of December 2025, by Steven Mancini, as President, and Cynthia Morefield, as Secretary, of Ric-Man Construction, Inc. They are personally known to me and have produced identification and did take an oath.

[Signature]  
Notary Public  
Vivian Sellers  
Print Name

N/A  
Serial Number



(Signatures continue on the next page)

The undersigned, as SURETY for RIC-MAN CONSTRUCTION, INC. under Performance and Payment Bond No. 107387544, issued in connection with Contract No. S-951, hereby acknowledges receipt of this Settlement Agreement and consents to its terms.

ATTEST: Kayie

Travelers Casualty and Surety Company of America  
(Surety Seal)

By: Alh  
Signature

Angelo G. Zeros, Attorney-in-Fact  
Print Name and Title



STATE OF Michigan  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 5th day of December 2025, by Angelo G. Zeros, as Agent of Travelers Casualty and Surety Company of America, a Agent, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Courtney Saunders  
Notary Public

N/A  
Serial Number

Courtney Saunders  
Print Name

COURTNEY SAUNDERS  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 03-02-2032  
Acting in the County of Oakland

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney



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

**POWER OF ATTORNEY**

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 the Companies do hereby make, constitute and appoint **ANGELO G ZERVOS** of **COCONUT CREEK**, Florida, their true and lawful Attorney(s)-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 16th day of February, 2024.



State of Connecticut

By:   
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 5th day of December, 2025 .



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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**MEMORANDUM**  
(Revised)

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

**DATE:** January 21, 2026

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) \_\_\_\_, CDMP 9 vote requirement per 2-116.1(4)(c) (2) \_\_\_\_) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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

Agenda Item No. 8(O)(1)  
1-21-26

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

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE THE PROVISIONS OF EIGHT SETTLEMENT AGREEMENTS THAT RESOLVE MATERIAL PRICE ESCALATION CLAIMS, CONSISTENT WITH THE INTENT OF RESOLUTION NO. R-188-25, FOR THE FOLLOWING MIAMI-DADE WATER AND SEWER DEPARTMENT CONSTRUCTION CONTRACTS: CONTRACT NO. DB20-WASD-01 WITH LANZO CONSTRUCTION CO., FLORIDA IN THE AMOUNT OF \$5,089,185.35; CONTRACT NO. S-909 WITH POOLE & KENT COMPANY OF FLORIDA IN THE AMOUNT OF \$26,154.74; CONTRACT NO. S-930A WITH PCL CONSTRUCTION, INC. IN THE AMOUNT OF \$2,256,886.60; CONTRACT NO. S-930B WITH DANIEL O'CONNELL'S SONS, INC. IN THE AMOUNT OF \$382,231.85; CONTRACT NO. S-931 WITH POOLE & KENT COMPANY OF FLORIDA IN THE AMOUNT OF \$727,088.00; CONTRACT NO. S-935 WITH POOLE & KENT COMPANY OF FLORIDA IN THE AMOUNT OF \$966,674.00; CONTRACT NO. S-944 WITH RIC-MAN INTERNATIONAL, INC. IN THE AMOUNT OF \$99,274.19; AND CONTRACT NO. S-951 WITH RIC-MAN CONSTRUCTION, INC. IN THE AMOUNT OF \$331,630.73

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** that this Board approves and authorizes the County Mayor or County Mayor's designee to execute and exercise the provisions of eight Settlement Agreements, attached to the accompanying County Mayor's memorandum as Exhibits A-H, that resolve material price escalation claims for the following contracts and in the following amounts: Contract No. DB20-WASD-01 with Lanzo Construction Co., Florida in the amount of \$5,089,185.35; Contract No. S-909 with Poole & Kent Company of Florida in the

amount of \$26,154.74; Contract No. S-930A with PCL Construction, Inc. in the amount of \$2,256,886.60; Contract No. S-930B with Daniel O’Connell’s Sons, Inc. in the amount of \$382,231.85; Contract No. S-931 with Poole & Kent Company of Florida in the amount of \$727,088.00; Contract No. S-935 with Poole & Kent Company of Florida in the amount of \$966,674.00; Contract No. S-944 with Ric-Man International, Inc. in the amount of \$99,274.19; and Contract No. S-951 with Ric-Man Construction, Inc. in the amount of \$331,630.73.

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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of January, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis