

# Memorandum



**Date:** May 5, 2026

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

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

**Subject:** Resolution Ratifying Change Order No. 2 to Contract No. S-981 for HVAC Improvements - Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F at the South District Wastewater Treatment Plant with Poole & Kent Company of Florida

Agenda Item No. 8(O)(3)

## **Executive Summary**

The item seeks ratification by the Board of County Commissioners (the Board) of the action of the County Mayor or County Mayor's designee approving Change Order No. 2 to Contract No. S-981 (the Contract) between Miami-Dade County (the County) and Poole & Kent Company of Florida (the Contractor) for *Heating, Ventilation and Air Conditioning (HVAC) Improvements - Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F* at the South District Wastewater Treatment Plant (SDWWTP) (the Project). Change Order No. 2 has no additional fiscal impact to the County and grants a 163-calendar day non-compensable time extension for delays related to the cooling towers, which affected the Project's critical path. The Project has since been successfully completed.

This Project involves replacement of existing electrical equipment in the transformer rooms and existing HVAC equipment at the SDWWTP, which was experiencing failures and corrosion deterioration. The Project also involves the furnishing and installation of cooling tower equipment for the North and South Filter Buildings at the SDWWTP. Change Order No. 1, approved by the Board via Resolution No. R-547-24, granted an 81-calendar day non-compensable time extension due to a change in the manufacturer of the proposed cooling tower from Evapco, Inc. (Evapco) to The Marley Company (Marley), the sole manufacturer capable of fabricating the specified equipment. Through Change Order No. 2, the Project addresses Marley's lead-time requirements for delivery of the cooling towers and provides additional time for the procurement and installation of pumps, valves, and piping necessary to ensure the newly installed cooling towers operate as intended.

This Project advances the Miami-Dade Water and Sewer Department's (WASD) broader efforts under its \$8.6 billion Capital Improvement Program to modernize aging infrastructure, improve operational reliability, and enhance system redundancy. The Project addresses critical assets that had been experiencing failures and corrosion, thereby reducing the risk of unplanned outages and strengthening overall system resilience.

## **Recommendation**

It is recommended that the Board ratify Change Order No. 2 to the Contract. Change Order No. 2 grants a 163-calendar day non-compensable time extension. A copy of Change Order No. 2 to the Contract is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

## **Scope**

The Project is being performed at WASD's SDWWTP, located in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

## **Delegation of Authority**

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

**Fiscal Impact/Funding Source**

There is no fiscal impact to the County. Change Order No. 2 provides for a non-compensable time extension of 163-calendar days.

**Track Record/Monitoring**

WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of Change Order No. 2 to the Contract.

**Background**

The Contract was awarded to the Contractor on September 30, 2022 for HVAC improvements at the SDWWTP and was later ratified by the Board via Resolution No. R-134-23. The total Contract award was for an amount not to exceed of \$6,118,000.00, with a Contingency Allowance of \$532,000.00 and a Contract duration of 365-calendar days for Final Completion, with a Contingency Time Allowance of 37 days.

The Notice to Proceed was issued on February 6, 2023, which established February 6, 2024 as the Contract's Final Completion Date. Change Order No. 1, ratified by the Board via Resolution No. R-547-24, granted an 81-calendar day non-compensable time extension to the Contract, thereby moving the Final Completion Date from February 6, 2024 to April 27, 2024. Change Order No. 1 addressed the additional time required to complete the Project due to a change in the manufacturer of the cross-flow cooling towers from Evapco to Marley, the sole manufacturer capable of meeting the specifications of cross flow cooling towers set forth in the Contract. Additionally, an extension of 37 days was granted from the Contractor's Contingency Allowance, further detailed below, which moved the Final Completion Date from April 27, 2024 to June 3, 2024.

Change Order No. 2 to the Contract grants a 163-calendar day non-compensable time extension, which extends the Project's Final Completion Date from June 3, 2024 to November 13, 2024. The Project has since been successfully completed. During construction, the Project experienced two incidents which impacted the Project's critical path and resulted in Change Order No. 2:

**Manufacturer Delays — 65-calendar day non-compensable time extension**

Following Change Order No. 1, the Contractor submitted an updated delivery timeline for the North and South Filter Building cooling towers, which cited the extended lead time from the sole approved manufacturer due to supply chain delays. These supply chain constraints delayed delivery of the cooling towers and associated equipment and impacted the Project's critical path. Upon review and in accordance with the Contract terms, WASD determined that a 102-calendar day non-compensable time extension was justified. An extension of 37 days was granted through the Contractor's Contingency Allowance, which moved the Final Completion Date from April 27, 2024 to June 3, 2024. The remaining 65 days for this manufacturing-related delay will be approved through Change Order No. 2.

**Effluent Pump Station Cooling Tower Issues— 98-calendar day non-compensable time extension**

After reconnecting the newly installed cooling towers, the system failed during startup due to a malfunction of the condenser water pumps, through no fault of the Contractor. An inspection revealed that the pumps, valves, and piping needed to be replaced for the system to function as intended. The Contractor submitted a \$56,838.25 cost proposal for the corrective work, which was reviewed, approved, and paid through the Contract's Contingency Allowance. A 98-calendar day non-compensable time extension for the procurement and installation of the replacement components will be approved through Change Order No. 2.

**Small Business Enterprise Measures**

On July 7, 2025, the Strategic Procurement Department (SPD) reviewed the Contract for compliance with Resolution No. R-1001-15. Change Order No. 2 is for a time extension only, as such, Resolution No. R-1001-15 does not apply. The Contractor and its subcontractors are in compliance with the Responsible Wages and Benefits requirements.

Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners  
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See the SBD memorandum attached hereto as Exhibit C.

Attachments

A handwritten signature in black ink that reads "Roy Coley". The signature is written in a cursive style with a horizontal line extending from the end of the name.

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Roy Coley  
Chief Utilities & Regulatory Services Officer

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



CHANGE ORDER NO. 2 CONTRACT NO: S-981 DATE: 7/3/2025  
 PROJECT TITLE: HVAC Improvements – Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24 and South Filter Building Substation 27 and 28F  
 TO CONTRACTOR: Poole & Kent Company of Florida 1781 NW North River Drive Miami, Florida 33125

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

**Description of work authorized:** Change Order No 2 grants a 163-day non-compensable time extension for delays related to the cooling towers, which affected the project's critical path.  
**Monetary Justification:** No additional monies are being awarded through this Change Order.  
**Time Justification:** Contract S-981 was awarded to Poole & Kent Company of Florida (the Contractor) on September 30, 2022, for the construction of heating ventilation and air conditioning (HVAC) improvements at the South District Wastewater Treatment Plant (SDWWTP) (the Contract). The award was ratified by the Board of County Commissioners (the Board) on February 21 2023 via Resolution No. R-134-23. (Continued below)

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

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

SUMMARY OF CONTRACT AMOUNT / TIME	
ORIGINAL CONTRACT AMOUNT	\$6,118,000.00
COST OF CHANGES PREVIOUSLY ORDERED	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	\$6,118,000.00
COST OF CHANGES WITH THIS DOCUMENT	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	\$6,118,000.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	365 / 0 / 163
CONTINGENCY TIME ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	37 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	565

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

Bond No. 107693044 / K41619600

<u>Organization</u>	<u>Name</u>	<u>Accepted By:</u>	<u>Title</u>	<u>Date</u>
Poole & Kent Company of Florida	Kevin Smith Vice President	<i>[Signature]</i>	Contractor	10/14/25
<u>Surety</u>	Nelly Renchwich Attorney-in-Fact	<i>[Signature]</i>	<u>Surety</u>	October 13 2025
Travelers Casualty and Surety Company of America & Federal Insurance Company				

<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By <u>County Attorney</u> (for legal sufficiency)	<i>[Signature]</i>	12/24/25
Approved By <u>County Mayor</u>	<i>[Signature]</i>	11/26/25
Attested By <u>Clerk of the Board</u> Juan Fernandez-Barquin, Clerk of the Court and Comptroller	Olga Valverde – e18183 Deputy Clerk	12/02/2025



**Time Justification: (Continued)**

The total Contract award was \$6,118,000.00, with a Contingency Allowance of \$532,000.00, and a Contract duration of 365-calendar days for Final Completion, with a Contingency Time Allowance of 37 days.

The Notice to Proceed was issued on February 6, 2023, which established February 6, 2024, as the Contract's Final Completion Date.

Change Order No. 1 to the Contract granted an 81-day non-compensable time extension to the Contract, thereby moving the Final Completion date from February 6, 2024, to April 27, 2024. The time extension awarded under Change Order No. 1 was for the change in the manufacturer of the cross-flow cooling towers from Evapco to Marley, the sole manufacturer capable of meeting the specifications of the Contract for the cross-flow cooling towers.

During construction, the project experienced two incidents that affected the critical path and necessitated the need for this Change Order.

**1. Time extension due to a cooling tower manufacturer delay**

After the initial order, the Contractor reported an updated delivery timeline, which cited additional lead-time requirements. After review and pursuant to the Contract's terms, the Construction Management (CM) Team determined that a 102-day non-compensable time extension was reasonable for the additional delay. The 37 days available through the Contingency Time Allowance were applied, which already extended the Final Completion Date from April 27, 2024, to June 3, 2024. The remaining 65 days will be approved through this Change Order.

**2. Effluent Pump Station Cooling Tower Issues**

After reconnecting the newly installed cooling towers, the system failed during startup due to a malfunction of the condenser water pumps. An inspection of the system revealed that the pumps, valves, and piping had to be replaced for the system to function as intended. The Contractor submitted a cost proposal in the amount of \$56,838.25 for this additional work. Upon the review and approval of this proposal, this cost was paid to the Contractor through the Contract's Contingency Allowance. The Contractor also required a time extension of 98-non-compensable days for the procurement and installation of the equipment, which will be approved through this Change Order.

**Conclusion:**

Change Order No. 2 to the Contract grants a 163-day non-compensable time extension, which extends the project's Final Completion Date from June 3, 2024 to November 13, 2024.

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

**Time Justification Declaration:**

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



**Travelers 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 Nelly Renschlwich 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-there-to-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 13th day of October, 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 17<sup>th</sup> day of September, 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 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, bring 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. 90173208  
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, 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 **October 13, 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

# Exhibit B

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

No.	Type of Solicit.	Contract No.	Project Name	Firm Awarded	Comm. District	Change Order Amount	Original Contract Amount	Funding Source(s)	Est. Start Date	Contract Measures	Brief Project Description
	Contract Type	Project No.				Change Order Time	Adjusted Contract Amount		Est. End Date		Change Order Description
MDC008	County Bid Process; Construction Contract	Contract No. S-981	HVAC Improvements - Package "C" Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F	Poole & Kent Company of Florida	District 8 (Danielle Cohen Higgins)	\$0; 163-day, non-compensable time extension	Original Contract Amount \$6,118,000.00; Adjusted Contract Amount \$6,118,000.00	Wastewater Renewal Fund and Wastewater Special Construction Fund	Notice to Proceed Start Date: 02/06/2023 Completion Date: 11/13/2024	SBE G/S - 2.56% SBE A/E - N/A SBE Const. - 15.29% CWP Prog. - N/A	This project consists of the replacement of existing electrical equipment in the transformer rooms and existing HVAC systems at North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F at the South District Wastewater Treatment Plant, located at 23300 SW 88 Avenue, Miami, Florida. *** This Change Order No. 2 grants a 163-day non-compensable time extension for delays related to the cooling towers which affected the Project's critical path.

## EXHIBIT C

**From:** [Hidalgo-Gato, Alice \(SPD\)](#)  
**To:** [Brown, Edith D. \(WASD\)](#)  
**Cc:** [Bravo, Yanira \(SPD\)](#); [Gonzalez, Jose A. \(WASD\)](#); [Colas, Doming \(SPD\)](#); [Hines, Patrick \(SPD\)](#); [Johnson, Laurie \(SPD\)](#)  
**Subject:** RE: S-981 Change Order No. 2 SBE Compliance Review  
**Date:** Monday, July 7, 2025 2:21:15 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Good afternoon Edith,

Change Order No. 2 is for a time extension only, as such, Resolution No. R-1001-15 does not apply. The awarded 15.29% SBE – Construction and a 2.56% SBE – Goods goals will remain the same. The prime, Poole & Kent Company of Florida, has met the goals as they apply to the current award amount of \$6,118,000. The prime and its subcontractors are in compliance with the Responsible Wages and Benefits requirements. Please contact us if additional information is needed.

Regards, Alice

Alice Hidalgo-Gato, CFE, Section Chief  
Strategic Procurement Department  
Contract Monitoring and Compliance Section  
111 NW 1st Street, 19<sup>th</sup> Floor  
Miami, FL 33128  
Office: (305) 375-3153  
Fax: (305) 375-3160

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[miamidade.gov](#)

*All Lobbyists must register prior to meeting with County Personnel. [Register online](#) or in person at Clerk of the Board (COB), 111 NW First Street, 17th Floor. The COB may be contacted at (305) 375-5137.*

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**From:** Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>  
**Sent:** Thursday, July 3, 2025 3:44 PM  
**To:** Hines, Patrick (SPD) <Patrick.Hines@miamidade.gov>  
**Cc:** Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>; Bravo, Yanira (SPD) <Yanira.Bravo@miamidade.gov>; Gonzalez, Jose A. (WASD) <Jose.Gonzalez3@miamidade.gov>; Colas, Doming (SPD) <Doming.Colas@miamidade.gov>  
**Subject:** S-981 Change Order No. 2 SBE Compliance Review

Good afternoon Patrick,

We are preparing Change Order 2 for contract S-981 and are requesting a SBE Change Order Compliance review. A draft copy of the change order is attached for your use.

There are no pending requisitions. The amount paid to date is for work through February 15, 2025.

Category	Paid to Date
Base Amount	\$5,320,000.00
Contingency Allowance	206,435.78
Dedicated Allowance	125,149.42
<b>Total</b>	<b>\$5,651,585.20</b>

Thank you and have a happy 4<sup>th</sup> of July weekend!

**Edith D. Brown, CPA**, Interim Assistant Director  
Contract Compliance and Monitoring  
**Miami-Dade County Water and Sewer Department**  
3575 S LeJeune Road, 3<sup>rd</sup> Floor, Miami, FL 33146  
P.O. Box 330316 Miami, FL 33233  
786.268.5188 Phone  
786.747.8573 Cell  
[www.miamidade.gov/water](http://www.miamidade.gov/water)  
**Connect With Us** on [X](#) | [Facebook](#) | [Instagram](#)

*Please consider the environment before printing this email.*

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject*

*to disclosure.*



**MEMORANDUM**  
(Revised)

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

**DATE:** May 5, 2026

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

**SUBJECT:** Agenda Item No. 8(O)(3)

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**
- Requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 votes (majority of membership) \_\_\_\_, CDMP 2/3 members present but not less than 7 votes (majority of membership) \_\_\_\_, CDMP 9 votes (2/3 membership) \_\_\_\_\_) 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)(3)  
5-5-26

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

RESOLUTION RATIFYING ACTION BY THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT’S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY APPROVAL OF CHANGE ORDER NO. 2 TO CONTRACT NO. S-981 BETWEEN MIAMI-DADE COUNTY AND POOLE & KENT COMPANY OF FLORIDA FOR HVAC IMPROVEMENTS – PACKAGE “C” EFFLUENT PUMP STATION BACK UP CHILLER ADDITION, NORTH FILTER BUILDING SUBSTATION 23 AND 24, AND SOUTH FILTER BUILDING SUBSTATION 27 AND 28F, WHICH RESULTS IN A 163-CALENDAR DAY NON-COMPENSABLE TIME EXTENSION

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board ratifies the action of the County Mayor or County Mayor’s designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically, approval of Change Order No. 2 to Contract No. S-981 for HVAC Improvements – Package “C” Effluent Pump Station Back Up Chiller Addition, North Filter Building Substation 23 and 24, and South Filter Building Substation 27 and 28F, between Miami-Dade County and Poole & Kent Company of Florida. Change Order No. 2 grants a 163-calendar day non-compensable time extension. A copy of Change Order No. 2 is attached to the accompanying memorandum as Exhibit A.

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 the resolution duly passed and adopted this 5<sup>th</sup> day of May, 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