Memorandum

Date: July 21, 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. 1 to Contract No. S-945 for the Construction of a 60-inch Force Main (NL-1A) (West Segment) along NW 162 Street from NW 6 Avenue to NE 8 Avenue with Ric-Man International, Inc.

Agenda Item No. 8(O)(3)

Executive Summary

This 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. 1 to Contract No. S-945 (the Contract) between Miami-Dade County (the County) and Ric-Man International, Inc. (the Contractor) for the construction of a *60-inch Force Main (NL-1A) (West Segment) along NW 162 Street from NW 6 Avenue to NE 8 Avenue* (the Project). Change Order No. 1 authorizes an increase to the Contract amount of $1,662,315.17 and grants a 426-calendar day compensable time extension, thereby extending the Substantial Completion Date from June 6, 2023 to August 5, 2024 and the Final Completion Date from August 5, 2023 to October 4, 2024. The Project has since been successfully completed and this Change Order will serve as the final Contract closeout.

The Project is for the construction of approximately 10,000 linear feet of 60-inch Prestressed Concrete Cylinder Pipe (PCCP) Force Main along NW 162nd Street from NW 6th Avenue to NE 8th Avenue. Change Order No. 1 increases the Contract amount by a net total of $1,662,315.17. Change Order No. 1 addresses conditions encountered during construction, including utility conflicts, required roadway repairs, and tree mitigation necessary to complete the work safely and in compliance with permitting requirements. This Change Order also provides for a 426-calendar day compensable time extension associated with Project delays resulting from late design revisions, differing site conditions, and other factors affecting the Contractor's ability to perform the work as originally scheduled.

As part of its $8.6 billion Capital Improvement Program, the Miami-Dade Water and Sewer Department (WASD) is investing in large-scale infrastructure upgrades that increase system capacity, improve operational reliability, and ensure regulatory compliance. This Project is a key component in addressing aging infrastructure and reducing operating pressures. These upgrades reflect my Administration's commitment to investing in critical infrastructure that enhances service quality for our County residents.

Recommendation

It is recommended that the Board ratify Change Order No. 1 to the Contract. Change Order No. 1 increases the Contract amount by $1,662,315.17 and grants a 426-calendar day compensable time extension. A copy of Change Order No. 1 is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

Scope

The Contract is being performed along NW 162nd Street from NW 6th Avenue to NE 8th Avenue, located in Commission District 4, which is represented by Commissioner Micky Steinberg.

Delegation of Authority

The Contract was awarded pursuant to Section 2-8.2.12 of the Code of Miami-Dade County, Florida (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

The additional fiscal impact of Change Order No. 1 to the County is an increase of $1,662,315.17 to the Contract, thereby increasing the total Contract value from $19,314,785.95 to $20,977,101.12. Change Order No. 1 will be funded through WASD Revenue Bonds Sold and Future WASD Revenue Bonds. There is no impact to the General Fund. The Project is in WASD's Fiscal Year 2025-26 Adopted Budget and Multi-Year Capital Plan under North District Force Main Network- Infrastructure Improvements, Program #9652101, Volume #3, Page #107.

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. 1 to the Contract.

Background

The Contract was awarded to the Contractor on January 7, 2021. The Contract was ratified by the Board on April 20, 2021, via Resolution No. R-343-21. The total Contract award amount was a not to exceed total of $19,314,785.95, which included a Contingency Allowance of $1,682,724.42, and a Contract duration of 548 calendar days with a Contingency Time Allowance of 55 days. Change Order No. 1 will extend the Substantial Completion Date from June 6, 2023 to August 5, 2024 and the Final Completion Date from August 5, 2023 to October 4, 2024.

Change Order No. 1 includes a total amount of $2,439,364.31 in additional costs, which are partially offset by a $56,150.00 Value Engineering credit and the reallocation of $720,899.14 in previously unused Contract funds, thereby only increasing the Contract by $1,662,315.17. These cost-saving measures help reduce the overall financial impact of the Change Order and minimize the increase to the Project cost, as detailed below.

Value Engineering

During procurement of the 60-inch force main, the Contractor proposed revising the pipeline lay schedule shop drawings to facilitate construction while generating cost savings for WASD. The original design required the use of four closures and seven double-spigot adapters to construct the pipeline. The Contractor proposed using standard short pipe sections in lieu of closures, thereby eliminating the need for two closures and three double-spigot adapters.

In accordance with the Contract terms governing Value Engineering, when a Contractor proposes a cost-saving modification that is accepted by WASD, the resulting savings are shared equally between WASD and the Contractor. The total cost savings associated with the furnishing, delivery, and installation of the closures and double-spigot adapters amounted to $112,300.00, of which $56,150.00 is credited to WASD and $56,150.00 is paid to the Contractor. The savings found through this suggestion by the Contractor is being used to offset some of the additional costs that must be paid through this Change Order.

Unused Contract funds

To help offset the additional costs associated with this Change Order, $720,899.14 in unused Contract funds will be reallocated. These unused funds include: $223,221.60 in base Contract funds; $494,850.69 from Dedicated Allowances for permitting and off-duty police services; and $2,826.85 from the Contingency Allowance.

Change Order No. 1 addresses various conditions encountered during construction, including utility conflicts, required roadway repairs, and tree mitigation necessary to complete the work safely and in compliance with permitting requirements, as further explained below.

Compensable Time - $806,677.86, 426-calendar day compensable time extension

The Contractor experienced multiple delays attributable to permitting issues, late design responses, revised requirements, and differing site conditions that were beyond the Contractor's control. Based on the documented impacts and the compensable delay rate of $1,893.61 per day, the Change Order includes a compensable time extension of 426 calendar days.

Pipe Interconnection - $687,529.39
The Contract documents required the new 60-inch force main to connect to an existing 72-inch ductile iron pipe at the intersection of NW 6th Avenue and NW 159th Street. During construction, field conditions were found to differ from those reflected in the design drawings. To address the unforeseen field conditions, the design drawings were revised. The cost associated with the relocation of a 16-inch water main belonging to the City of North Miami Beach as well as the exploratory excavation was $171,443.06. The Contractor incurred $516,086.33 in costs associated with planning and attempting the connection. Because the existing 72-inch pipeline could not be taken out of service without disrupting wastewater conveyance for the service area, the interconnection between the 60-inch force main and the 72-inch pipeline has not been completed to date. To avoid incurring additional costs under this Contract, the interconnection will be performed under a separate competitively solicited contract, but, through this Change Order, the Contractor will be paid $687,529.39 for its efforts.

Tree Mitigation Coordination and Permitting - $394,260.99
The Project required permits from the Department of Regulatory and Economic Resources (RER) due to tree canopies and root systems located along the pipeline installation corridor. Permit requirements included an arborist study, tree risk assessments, preparation of a landscape plan, and the removal and replacement of more than 115 trees. Compliance with these requirements required additional coordination and construction adjustments by the Contractor to work around trees that conflicted with the pipeline installation, and through this Change Order, the Contractor will be paid for the work associated with the RER permits.

Failures of Asbestos Cement Pipe Water Mains - $345,757.80
The Contractor encountered failures of existing asbestos cement pipe (ACP) during installation of the 60-inch force main along NE and NW 162nd Street and the surrounding areas. The design plans identified the size and location of existing water mains (WMs) but did not specify the material. While working around the existing ACP WMs, six separate failures occurred, which resulted in production delays, installation interruptions, flooded trenches that required emergency site cleanup, coordination with NMB crews for repairs, safety hazards due to trench instability and underground voids, and repeated remobilizations and traffic control adjustments.

Utility Conflicts - $198,596.92
During installation of the pipeline, the Contractor encountered two conflicts with Florida Power & Light (FPL) utilities.

(1) Sheet Pile Installation conflict – During the installation of the sheet pile on NW 161st Street, the Contractor encountered utilities and site conditions not shown on the design plans. To resolve the conflict and allow for the installation of the sheet pilling, the Contractor relocated the existing conduits. The cost associated with this work is $46,309.59, which will be paid through this Change Order.
(2) Unmarked Underground Utilities – During installation of the 60-inch force main along the Project corridor, the Contractor encountered underground utilities that had not been identified despite the submission of 811 Sunshine locate tickets and completion of field verification efforts. Attempts to obtain as-built drawings from FPL were unsuccessful. As a result, the Contractor could not reasonably determine in advance the number or locations of exploratory potholes required. These unforeseen conditions resulted in additional costs associated with coordination and communication with FPL and the United States Infrastructure Corporation (USIC), exploratory excavation to locate and identify unmarked utilities, protection of exposed utility crossings, and delays and workarounds caused by the newly discovered field conditions. The total cost associated with these efforts is $152,287.33 and will be paid through this Change Order.

Road Repairs - $6,541.35
Additional roadway restoration was required following installation of the 60-inch force main due to deteriorated roadway conditions in the areas of NW 6th Avenue, North Miami Avenue, and NE 162nd Street. Prior to installing the pipeline, the Contractor notified WASD and the Department of Transportation and Public Works (DTPW) of a latent drainage issue affecting the roadway. To prevent continued roadway erosion, avoid potential future damage, and ensure a safe driving surface, the Contractor removed the deteriorated asphalt and repaved the affected area. The Contractor will be compensated $6,541.35 through this Change Order for this roadway work.

Small Business Enterprise Measures

On March 18, 2026, the Strategic Procurement Department (SPD) reviewed the Contract for compliance with Resolution No. R-1001-15. Resolution No. R-1001-15 requires County contracts with small business measures to meet at least 85 percent of the small business measures applicable to the portion of the contract work performed to date before a change order or contract amendment is considered for Board approval. The Contract was awarded with a 4.73 percent Small Business Enterprise (SBE) – Construction (SBE-Con) goal, a 0.56 percent SBE – Goods (SBE-Goods) goal, and a 0.45 percent SBE – Services (SBE-Services) goal.

Upon the approval of Change Order No. 1, the SBE participation required by Contract completion will be satisfied because the SBE-Con firms will have been paid $1,212,276; the SBE-Goods firms will have been paid $441,097; and the SBE-Services firms will have paid $172,034.

See the SPD correspondence attached hereto as Exhibit C.

Attachments

Roy Coley

Roy Coley
Deputy Mayor

EXHIBIT A

MIAMI-DADE COUNTY, FLORIDA

WATER AND SEWER

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 1 **CONTRACT NO:** S-945 **DATE:** 3/13/2026

PROJECT TITLE: 60-Inch Force Main (NL-1A) (West Segment) along NW 162 Street from NW 6 Avenue to NE 8 Avenue

TO CONTRACTOR: Ric-Man International, Inc. 2222 Ponce de Leon Blvd. Coral Gables, FL 33134

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

Description of work authorized: Change Order No. 1 (Change Order) authorizes a net increase to the Contract amount of $1,662,315.17, which is inclusive of $2,439,364.31 of increased costs offset by a value engineering credit of $56,150.00 and the reallocation of $720,899.14 in unused funds, thereby reducing the overall fiscal impact. The additional costs address conditions encountered during construction, including utility conflicts, required roadway repairs, and tree mitigation necessary to complete the work safely and in compliance with permitting requirements. (Continued below)

Monetary Justification: Contract S-945 (the Contract) was awarded to Ric-Main International, Inc. (the Contractor) on January 7, 2021, for the construction of a 60-inch Force Main (NL-1A) (West Segment) along NW 162 Street from NW 6 Avenue to NE 8 Avenue (the Project). The Contract was ratified by the Board of County Commissioners (the Board) on April 20, 2021, through Resolution No. R-343-21. The total (Continued below)

Time Justification: The Notice to Proceed was issued on January 3, 2022, establishing May 6, 2023 as the Contract's Substantial Completion Date and July 5, 2023 as the Final Completion Date. During construction, WASD granted 31 calendar days through the Contract's Contingency Time Allowance, extending the Substantial Completion Date to June 6, 2023 and the Final Completion Date to August 5, 2023. (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	$19,314,785.95
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$19,314,785.95
COST OF CHANGES WITH THIS DOCUMENT	$1,662,315.17
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$20,977,101.12
PERCENT INCREASE WITH THIS CHANGE	9%
TOTAL PERCENT INCREASE TO DATE	9%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	548 / 0 / 426
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	55 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	1029

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.*

Accepted By:

Organization	Name	Title	Date
Ric-Man International, Inc.		Contractor	3/16/26
Surety: Arch Insurance Company Bond No. SU1146459	Karolynne Ramirez, Attorney-In-Fact	Surety	3/16/2026

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)		3/20/26
Approved By: County Mayor		4/9/26
Attested By: Clerk of the Board JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER	Olga Valverde – e18183 Deputy Clerk	04/09/2026

Description of work authorized: (Continued)

This Change Order also provides a 426-calendar-day compensable time extension associated with project delays resulting from late design revisions, differing site conditions, and other factors affecting the Contractor's ability to perform the work as originally scheduled.

Time Justification: (Continued)

As described in the Monetary Justification, this Change Order grants a 426-calendar-day compensable time extension. The Contractor experienced multiple delays attributable to permitting delays, late design responses, revised requirements, and differing site conditions, which were beyond the Contractor's control.

Monetary Justification: (Continued)

Contract award amount was $19,314,785.95, which included a Contingency Allowance of $1,682,724.42, with a Contract duration of 548 calendar days and a Contingency Time Allowance of 55 days.

This Change Order addresses various conditions encountered during construction, incorporates a Value Engineering credit, and reallocates unused Contract funds to help offset the additional costs outlined in this Change Order.

Pipe Interconnection
The Contract Documents required the new 60-inch force main (FM) to connect to an existing 72-inch ductile iron pipe at the intersection of NW 6th Avenue and NW 159th Street. During construction, field conditions were found to differ from those reflected in the design drawings, including the following:
• A 16-inch City of North Miami Beach (NMB) water main (WM) that was in direct conflict with the alignment of the proposed 60-inch FM; and
• The existing 72-inch pipeline, which was intended to serve as the connection point at the western terminus of the new pipe, lacked a valve at the existing stub-out, thereby requiring a complete shutdown of the 72-inch pipeline in order to perform the interconnection.
To address these unforeseen field conditions, the design drawings were revised as described below:.
• Relocation of Existing 16-inch NMB WM
After confirming the location of the WM through exploratory excavations performed by the Contractor, the City of North Miami Beach authorized the relocation of its 16-inch WM. The Contractor subsequently relocated the pipeline and completed the required testing of the line along NW 6th Avenue. The cost associated with this relocation, including exploratory excavation, is $171,443.06.
• Proposed Connection to the 72-inch Pipeline
The 72-inch pipeline to which the new 60-inch FM was intended to connect is a critical transmission line conveying wastewater from the northern and western areas of the County to the North District Wastewater Treatment Plant. Due to the operational importance of this line, any shutdown requires extensive coordination to ensure uninterrupted wastewater conveyance. Following coordination of the planned shutdown with internal and external stakeholders, operations staff encountered high system pressures within the northern and western service areas. As a result, the planned shutdown and connection attempt had to be canceled.

The Contractor incurred $516,086.33 in costs associated with planning and attempting the connection. Because the existing 72-inch pipeline could not be taken out of service without disrupting wastewater conveyance for the service area, the interconnection between the 60-inch FM and the 72-inch pipeline has not been completed to date. To avoid incurring additional costs under this contract, the interconnection will be performed under a separate contract.

The total direct costs for the two items are $687,529.39.

Utility Conflicts
During installation of the pipeline, the Contractor encountered two conflicts with Florida Power & Light (FPL) utilities.
1. Sheet Pile Installation Conflict
During sheet pile installation between STA 156+17 and STA 156+67 on NW 161st Street, the Contractor encountered utilities and site conditions that were not shown on the design plans. To resolve the conflict and allow installation of the sheet piling, the Contractor relocated the existing conduits. The cost associated with this work is $46,309.59.
2. Unmarked Underground Utilities
During installation of the 60-inch FM along the project corridor, the Contractor identified underground utilities that had not been marked despite submitting 811 Sunshine locate tickets and field verification. Efforts to obtain as-built drawings from FPL were unsuccessful. Due to the lack of available utility information, the Contractor was unable to determine in advance the exact number and locations of exploratory potholes required. As a result, the Contractor incurred additional costs associated with coordination and communication with FPL and the United States Infrastructure Corporation (USIC), exploratory excavation to locate unmarked utilities, protection of identified utility crossings, and delays and workarounds resulting from the newly discovered field conditions. The total cost associated with these efforts is $152,287.33.

The direct cost for utility conflicts is $198,596.92.

Failures of ACP WMs
The Contractor encountered failures of existing asbestos cement pipe (ACP) during installation of the 60-inch FM along NE and NW 162nd Street and surrounding areas. The design plans identified the size and location of existing WMs but did not specify the material. While working around the existing ACP WMs, six separate failures occurred, resulting in production delays and installation interruptions, flooded trenches requiring emergency site cleanup, coordination with NMB crews for repairs, safety hazards due to trench instability and underground voids, and repeated remobilizations and traffic control adjustments.

The total direct cost associated with these differing site conditions is $345,757.80.

Tree Mitigation Coordination and Permitting
The Project required permits from the Department of Regulatory and Economic Resources (RER) due to tree canopies and root systems located along the pipeline installation corridor. Permit requirements included an arborist study, tree risk assessments, preparation of a landscape plan, and the removal and replacement of more than 115 trees. Compliance with these requirements required additional coordination and construction adjustments by the Contractor to work around trees that conflicted with the pipeline installation. The direct costs associated with these permitting requirements total $394,260.99.

Road Repairs
Additional roadway restoration was required following installation of the 60-inch FM due to deteriorated roadway conditions in the areas of NW 6th Avenue, North Miami Avenue, and NE 162nd Street. Prior to installing the pipeline, the Contractor notified WASD and the Department of Transportation and Public Works (DTPW) of a latent drainage issue affecting the roadway. To prevent continued roadway erosion, avoid potential future damage, and ensure a safe driving surface, the Contractor removed the deteriorated asphalt and repaved the affected area. The cost associated with this repaving work is $6,541.35.

Compensable Time
The Contractor experienced multiple delays attributable to permitting issues, late design responses, revised requirements, and differing site conditions, factors beyond the Contractor's control. The following events substantiate the compensability of these delays:

1. Pipe Interconnection (90 days)
Delays were associated with the redesign of the proposed pipe interconnection, late reviews of shop drawings, and the inability to pressure test the pipeline to the required 100 PSI due to the absence of a second valve.
2. Tree Mitigation Coordination and Permitting (246 Days)

The Contractor encountered significant tree obstructions along the project corridor. Delays in obtaining permits from RER, along with additional requirements such as arborist studies and tree risk assessments, postponed construction activities. The County had not fully disclosed these requirements at the time of bidding.

3. Utility Conflicts and ACP WMs (30 days)

Field conditions differed significantly from those shown in the design plans. The Contractor encountered 35 existing ACP WMs and 25 unanticipated FPL utility crossings not reflected in the plans. Due to the nature of Prestressed Concrete Cylinder Pipe (PCCP) installation, which follows a precise lay schedule, these discrepancies disrupted the planned sequence and required design modifications.

4. Long Lead Times Due to Late Drawing Approval (40 Days)

Final "Approved as Noted" comments on the line drawings were delayed, which affected the procurement of long-lead items, including the 60-inch FM. Under the Contract, this constitutes a late review of shop drawings by the County or its Engineer/Architect.

5. Design Changes and Conflicting Directives on Plug Valves (20 Days)

During the shop drawing process, the Contractor received conflicting directives from the Engineer of Record (EOR) and WASD regarding plug valve orientation. Although the valve was installed in accordance with the approved shop drawings, a subsequent manufacturer inspection identified an incorrect orientation, requiring reconfiguration and resulting in additional delays. This condition is classified as a late design change under the Contract.

Based on the documented impacts and the compensable daily delay rate of $1,893.61, a total of 426 compensable calendar days is recommended, resulting in a total compensable amount of $806,677.86.

Value Engineering

During procurement of the 60-inch FM, the Contractor proposed revising the pipeline lay schedule shop drawings to facilitate construction while generating cost savings for WASD. The original design required the use of four closures and seven double-spigot adapters to construct the pipeline. The Contractor proposed using standard short pipe sections in lieu of closures, thereby eliminating the need for two closures and three double-spigot adapters.

In accordance with the Contract terms governing Value Engineering, when a Contractor proposes a cost-saving modification that is accepted by WASD, the resulting savings are shared equally between WASD and the Contractor. The total cost savings associated with the furnishing, delivery, and installation of the closures and double-spigot adapters amounted to $112,300.00, of which $56,150.00 is credited to WASD and $56,150.00 is paid to the Contractor.

In addition, unused funds totaling $720,899.14 will be reallocated to offset the additional costs associated with this Change Order. These unused funds include $223,221.60 in base contract funds, $494,850.69 from Dedicated Allowances for permitting and off-duty police services, and $2,826.85 from the Contingency Allowance.

Conclusion:

This Change Order is for $1,662,315.17, increasing the total Contract amount from $19,314,785.95 to $20,977,101.12. The Change Order also grants a 426-calendar day compensable time extension, thereby extending the Substantial Completion Date from June 6, 2023 to August 5, 2024 and the Final Completion Date from August 5, 2023 to October 4, 2024.

This Change Order is revocable if not ratified by the Board. In the event the Board 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.

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 Renchiwich, Robert T. Pearson, Scott Brackenbury, Susan Lopski, 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

Regan A. Shulman, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak

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.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi

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 16th day of March, 2026.

Regan A. Shulman

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

Arch Insurance Company CORPORATE SEAL 1971 Missouri

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.

Exhibit B

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

Type of Solicit. / Contract Type	Contract No. / Project No.	Project Name	Firm Awarded	Comm. District	Change Order Amount / Change Order Time	Original Contract Amount / Adjusted Contract Amount	Funding Source(s)	Est. Start Date / Est. End Date	Contract Measures	Brief Project Description / Change Order Description
County Bid Process; Construction Contract	Contract No. S-945	60-Inch Force Main (NL-1A) (West Segment) along NW 162 Street from NW 6 Avenue to NE 8 Avenue	Ric-Man International, Inc.	District 4 (Commissioner Micky Steinberg)	$1,662,315.17; 426-calendar day compensable time extension	Original Contract Amount $19,314,785.95; Adjusted Contract Amount $20,977,101.12	WASD Revenue Bonds Sold and Future WASD Revenue Bonds	Notice to Proceed Start Date: 01/03/2022 Completion Date: 10/04/2024	SBE Goods - 0.56% SBE Services - 0.45% SBE A/E - N/A SBE Const. - 4.73% CWP Prog. - N/A	This Project is for the construction of a 60-inch Force Main (NL-1A) (West Segment) along NW 162 Street from NW 6 Avenue to NE 8 Avenue. *** This Change Order No. 1 grants a 426-calendar day compensable time extension and increases the total Contract amount by $1,662,315.17.

MDC009

EXHIBIT C

From: Hidalgo-Gato, Alice (SPD)
To: Brown, Edith D. (WASD); Hines, Patrick (SPD)
Cc: Bernard, Juliette (WASD); Gonzalez, Jose A. (WASD); Colas, Doming (SPD); Perez, Eric (SPD)
Subject: RE: S-945 SBE Compliance Review
Date: Wednesday, March 18, 2026 11:21:38 AM
Attachments: image001.png
image002.png

Good morning Edith,

Project No. S-945 was awarded with a 4.73% Small Business Enterprise – Construction (SBE-Con) goal, a 0.56% Small Business Enterprise – Goods (SBE-Goods) goal, and a 0.45% Small Business Enterprise – Services (SBE-Services) goal. Resolution No. R-1001-15, County contracts with small business measures must meet at least 85% of the applicable goals for work performed to date before a change order or contract amendment is considered for Board approval.

If Change Order No. 1 is approved, the SBE participation required by contract completion will be equal to $992,217 SBE-Con, $117,472 SBE-Goods and $94,397 SBE-Services. The SBE-Con firms have been paid $1,212,276, the SBE-Goods firms have been paid $441,097, and the SBE-Services firms have paid $172,034 in full compliance with the goals. Please contact me if additional information is needed.

Regards,

Alice Hidalgo-Gato, CFE, Section Chief
Strategic Procurement Department
Contract Monitoring and Compliance Section
111 NW 1st Street, 19th Floor
Miami, FL 33128
Office: (305) 375-3153
Fax: (305) 375-3160
Connect With Us on **Facebook** | **Instagram** | **LinkedIn** | **Twitter** | **Website**

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.

From: Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>
Sent: Friday, March 13, 2026 4:00 PM
To: Hines, Patrick (SPD) <Patrick.Hines@miamidade.gov>
Cc: Bernard, Juliette (WASD) <Juliette.Bernard@miamidade.gov>; Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>; Gonzalez, Jose A. (WASD) <Jose.Gonzalez3@miamidade.gov>; Colas, Doming (SPD) <Doming.Colas@miamidade.gov>; Perez, Eric (SPD) <Eric.Perez@miamidade.gov>
Subject: S-945 SBE Compliance Review

Good afternoon Patrick,

We are preparing Change Order 1 for contract S-945 and are requesting a SBE Change Order Compliance review. A draft copy of the change order is attached for your use.

The amount paid to date is for work through March 15, 2025. There are no pending requisitions (invoices).

Category	Paid to Date
Base Amount	$16,479,622.60
Contingency Allowance	1,679,897.55
Dedicated Allowance	309,866.64
Total	$18,469,386.79

Thank you,

Edith D. Brown, CPA, Assistant Director
Finance and Compliance
Miami-Dade County Water and Sewer Department
3575 S LeJeune Road, 3rd Floor, Miami, FL 33146
P.O. Box 330316 Miami, FL 33233
786.268.5188 Phone
786.747.8573 Cell
www.miamidade.gov/water
Connect With Us on X | Facebook | Instagram

to disclosure.

MEMORANDUM
(Revised)

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

DATE: July 21, 2026

FROM: Geri 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)
7-21-26

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. 1 TO CONTRACT NO. S-945 BETWEEN MIAMI-DADE COUNTY AND RIC-MAN INTERNATIONAL, INC. FOR CONSTRUCTION OF A 60-INCH FORCE MAIN (NL-1A) (WEST SEGMENT) ALONG NW 162 STREET FROM NW 6 AVENUE TO NE 8 AVENUE, WHICH INCREASES THE TOTAL CONTRACT AMOUNT BY $1,662,315.17 AND GRANTS A 426-CALENDAR DAY 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. 1 to Contract No. S-945 between Miami-Dade County and Ric-Man International, Inc. for construction of a 60-inch Force Main (NL-1A) (West Segment) along NW 162 Street from NW 6 Avenue to NE 8 Avenue. Change Order No. 1 increases the Contract amount by $1,662,315.17 and grants a 426 calendar-day compensable time extension. A copy of Change Order No. 1 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 21st day of July, 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