

Memorandum



Date: September 1, 2026

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Agenda Item No. 8(O)(3)

Subject: Resolution Ratifying Change Order No. 1 to Contract No. S-931 for the South District Wastewater Treatment Plant Expansion Program Construction Package ST-2A Headworks 3, Oxygenation (O2) Trains 9 & 10, and Substation 57/58 with Poole & Kent Company of Florida

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. 1 to Contract No. S-931 (the Contract) between Miami-Dade County (the County) and Poole & Kent Company of Florida (the Contractor) for the *South District Wastewater Treatment Plant Expansion Program Construction Package ST-2A Headworks 3, Oxygenation (O2) Trains 9 & 10, and Substation 57/58* (the Project). **Change Order No. 1 has no additional fiscal impact to the County and solely grants a 699-calendar day time extension.** The Project has since been successfully completed, and this Change Order will serve as the final Contract closeout.

The Project, ratified by the Board via Resolution No. R-821-21, will allow for the increase of the permitted average annual daily flow from 112.5 to 131 million gallons per day (MGD) at the Miami-Dade Water and Sewer's (WASD's) South District Wastewater Treatment Plant (SDWWTP or the Plant) and the increase of the peak flow capacity of the Plant from 285 MGD to 305 MGD. The Project consists of the construction of headworks, two oxygenation trains and odor control facilities and includes the installation of large diameter pipelines, including a connection to an existing 72-inch force main at SW 232nd Street. Change Order No. 1, grants a 699-calendar day time extension that was necessary due to delays caused by third-party manufacturing issues, field coordination conflicts with adjacent Ocean Outfall Legislation (OOL) projects, and late design and startup-related issues that affected construction sequencing and Phase 3 testing at Headworks 3 and O2 Trains 9 and 10. Although the Project has been completed, this item is being presented to the Board at this time because the contract closeout process required extended negotiations and the resolution and reconciliation of outstanding contractual matters before the Change Order could be finalized. Despite the extended closeout process, the Project was successfully completed, and the outstanding contractual matters did not prevent the Project from being operational.

This Project is necessary to meet the requirements of the State-mandated OOL pursuant to section 403.086(9) of the Florida Statutes, which requires the elimination of the normal use of ocean outfalls by the end of 2025. Under my Administration, WASD has increased the pace of investment in the OOL by 400%, and as a result, the County's progress toward completion of the OOL program has accelerated from 12% to 49% —a major step forward in protecting our environment and ensuring long-term sustainability.

Recommendation

It is recommended that the Board ratify Change Order No. 1 to the Contract. Change Order No. 1 grants a 699-calendar day 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 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 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 (10%) of the base contract amount, subject to ratification by the Board.

Fiscal Impact/Funding Source

There is no additional fiscal impact to the County. Change Order No. 1 provides a 699-calendar-day time extension, and all associated compensable delay costs have been paid from the Contractor's Contingency Allowance.

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 May 11, 2021 for the Project and was later ratified by the Board via Resolution No. R-821-21. The total Contract award was for an amount not to exceed of \$107,605,400.00 with a Contract duration of 792 calendar days for Final Completion and a Contingency Time Allowance of 79 calendar days. The Notice to Proceed was issued on August 30, 2021, which established September 1, 2023 as the Substantial Completion Date and October 31, 2023 as the Final Completion Date. WASD approved 79 calendar days through the Contract's Contingency Time Allowance, which extended the Substantial Completion Date to November 19, 2023 and the Final Completion Date to January 18, 2024.

Through Change Order No. 1, the Contract's Substantial Completion Date was extended from November 19, 2023 to October 18, 2025 and the Final Completion Date from January 18, 2024 to December 17, 2025. The Project experienced six events that impacted the Contract's critical path, and resulted in Change Order No. 1, which are further detailed below:

Delays to Oxygenation Trains MCC Fabrication - 425-calendar day time extension

The fabrication of the motor control centers (MCCs) for Oxygenation (O2) Trains 9 and 10 was delayed by a third-party manufacturer. This delay resulted in a 425-calendar day non-compensable time extension, which was approved through the Change Order.

Headworks 3 Grit Collector and Conveyor MCC Bucket Modifications - 76-calendar day time extension

Per the Contract documents, the Contractor was required to install a grit collector and conveyor system at Headworks 3. During construction, it was determined that the MCC buckets for the grit collector and conveyor were equipped with trip relays instead of the required time relays, which are necessary for proper equipment operation. To resolve this issue, the Engineer of Record issued revised drawings directing the required modifications. The development and implementation of this redesign impacted the Project schedule and required 76 calendar days, which delayed the start of Phase 3 testing with raw sewage at Headworks 3 and the O2 Trains. Of these 76 days, 38 days are compensable due to a late design change. The total cost associated with this work is \$219,511.00, including \$12,626.46 for relay modifications and \$206,884.54 for negotiated compensable delay costs (in lieu of the contractual rate of \$6,000.00 per day for 38 days, which would have totaled \$228,000.00). All costs will be paid through the Contract's Contingency Allowance.

O2 Trains Exhaust Fan Wiring - 75-calendar day time extension

The exhaust fan enclosures located on top of O2 Trains 9 and 10 did not have a power source identified in the Contract drawings. The Contractor was directed to connect to a nearby power source and install new conduit to the blower enclosures. This work required 75 calendar days to complete. Costs for this work in the amount of \$16,614.00 were paid through the Contract's Contingency Allowance. The 75-day time extension was approved through the Change Order.

Startup and Commissioning Delays - 62-calendar day time extension

The commencement of Phase 3 testing was further delayed due to multiple concurrent conditions that required resolution prior to testing. These included a late design change related to oxygen vent sample relocation, gas leaks at mixer plates requiring removal and reinstallation with new gaskets, and a return activated sludge piping leak at Clarifier 12 caused by work performed under an adjacent contract. These conditions collectively resulted in a delay of 62 calendar days, which were approved through the Change Order.

Postponed Installation of the 72-inch Plug Valve - 42-calendar day time extension

During construction, the installation of the 72-inch screened plant influent plug valve required under Contract No. S-931 conflicted with the installation of a large-diameter pipeline required for Contract No. S-933. To avoid rework and additional costs, the Contractor was directed to demobilize and continue work in other areas of the Plant until the conflict was resolved. The Contractor was subsequently authorized to remobilize and complete the installation. This coordination issue resulted in a total delay of 121 calendar days. WASD approved 79 calendar days through the Contract's Contingency Time Allowance, which extended the Substantial Completion Date to November 19, 2023 and the Final Completion Date to January 18, 2024. The remaining 42 calendar days were approved through the Change Order. Demobilization and remobilization costs in the amount of \$51,139.00 were paid through the Contract's Dedicated Allowance for Utility Conflicts.

Building Automation System (BAS) Master Panel Connection to Fire Alarm Panel - 19-calendar day time extension

During construction, it was determined that the fire alarm system was not functioning as intended after all components and duct smoke detector relays were installed in accordance with the Contract documents. The issue was due to the absence of a connection between the BAS master panel for the heating, ventilation, and air conditioning system and the fire alarm control panel (FACP), which prevented proper operation at Headworks 3, Substation 57/58, and O2 Trains 9 and 10. To correct this issue, the Contractor was directed to install two (2) #14 wires and two (2) spare wires in ¾-inch conduits between the BAS master panel and the FACP. This work was required prior to the contractually-mandated Phase 3 testing with raw sewage at Headworks 3 and the O2 Trains. The corrective work resulted in a 19-calendar-day delay to Phase 3 testing. This delay is classified as compensable due to a late design change. The total cost associated with this work is \$164,574.00, including \$50,571.00 for labor, materials, and equipment, and \$114,000.00 for compensable delay costs (\$6,000.00 per day). All costs will be paid through the Contract's Contingency Allowance. The 19-day time extension was approved through the Change Order.

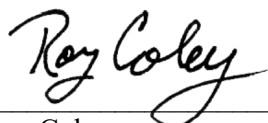
Small Business Enterprise Measures

On April 15, 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. Resolution No. R-525-17 exempted change orders or amendments for non-compensable time extensions from this requirement. Change Order No. 1 is for a time extension only, and as such, Resolution No. R-1001-15 does not apply.

The Contract was awarded with a 10.65 percent (10.65%) Small Business Enterprise (SBE) – Construction (SBE-Con) goal and a 2 percent (2%) SBE – Goods (SBE-Goods) goal. The Contractor complied with the SBE goals.

See the SPD correspondence attached hereto as Exhibit C.

Attachments



Roy Coley
Deputy Mayor

EXHIBIT A

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

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



CHANGE ORDER NO: 1 CONTRACT NO: S-931 DATE: 4/15/2026
PROJECT TITLE: Ocean Outfall Legislation Program Construction Package ST-2A Headworks 3, Oxygenation Trains 9 & 10, and Substation 57/58
TO CONTRACTOR: Poole & Kent Company of Florida 1781 NW North River Drive Miami, FL 33125

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

Description of work authorized: Change Order No. 1 grants a 699-calendar-day time extension. The extension is based on verified critical-path delays caused by third-party manufacturing issues, field coordination conflicts with adjacent Ocean Outfall Legislation projects, and late design and startup-related issues that affected construction sequencing and Phase 3 testing at Headworks 3 and Oxygenation (O2) Trains 9 and 10.

Monetary Justification: There is no additional compensation associated with this Change Order. Compensable time was previously issued through the Contingency Allowance, as explained in detail below.

Time Justification: Contract No. S-931 was awarded to Poole & Kent Company of Florida (the Contractor) on May 11, 2021, for the South District Water Treatment Plant Expansion Program Construction Package ST-2A Headworks 3, Oxygenation (O2) Trains 9 & 10, and Substation 57/58 (the Project). The award was ratified by the Board of County Commissioners (the Board), via Resolution No. R-821-21. The total (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.

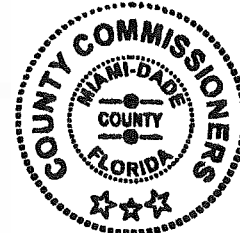
Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution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

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$107,605,400.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$107,605,400.00
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$107,605,400.00
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	792 / 0 / 699
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	79 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1570

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

Organization	Name	Title	Date
Poole & Kent Company of Florida		Contractor	4/30/2026
Surety		Surety	04/24/2026
Travelers Casualty and Surety Company of America & Federal Insurance Company	Nelly Ranchiwich, Attorney-in-Fact	Bond No. 107350308 / K40323600	
Title	Name	Date	
Approved By: County Attorney (for legal sufficiency)		5/5/26	
Approved By: County Mayor		5/7/26	
Attested By: Clerk of the Board		05/12/2026	
JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER	Olga Valverde – e18183 Deputy Clerk		



MDC004

Time Justification (Continued)

Contract award was \$107,805,400.00, with a Contingency Allowance of \$9,408,000.00, a Contract duration of 792 calendar days, and a Contingency Time Allowance of 79 calendar days. The Notice to Proceed for Contract S-931 was issued on August 30, 2021, which established September 1, 2023 as the Substantial Completion Date and October 31, 2023 as the Final Completion Date.

The Project experienced six events that impacted the Contract's critical path, which are addressed through this Change Order.

1. Postponed Installation of the 72-inch Plug Valve (42 Days)

During construction, the installation of the 72-inch screened plant influent plug valve required under Contract No. S-931 conflicted with the installation of a large-diameter pipeline required for Contract No. S-933. To avoid rework and additional costs, the Contractor was directed to demobilize and continue work in other areas of the plant until the conflict was resolved. The Contractor was subsequently authorized to remobilize and complete the installation. This coordination issue resulted in a total delay of 121 calendar days. WASD approved 79 calendar days through the Contract's Contingency Time Allowance, which extended the Substantial Completion Date to November 19, 2023 and the Final Completion Date to January 18, 2024. The remaining 42 calendar days are approved through this Change Order. Demobilization and remobilization costs in the amount of \$51,139.00 were paid through the Contract's Dedicated Allowance for Utility Conflicts.

2. Delays to Oxygenation Trains MCC Fabrication (425 Days)

The fabrication of the motor control centers (MCCs) for Oxygenation (O2) Trains 9 and 10 was delayed by a third-party manufacturer. This delay resulted in a 425 non-compensable calendar day time extension, which is being approved through this Change Order.

3. O2 Trains Exhaust Fan Wiring (75 Days)

The exhaust fan enclosures located on top of O2 Trains 9 and 10 did not have a power source identified in the Contract drawings. The Contractor was directed to connect to a nearby power source and install new conduit to the blower enclosures. This work required 75 calendar days to complete. Costs for this work in the amount of \$18,614.00 were paid through the Contract's Contingency Allowance. The 75-day time extension is being approved through this Change Order.

4. Building Automation System (BAS) Master Panel Connection to Fire Alarm Panel (19 Days)

During construction, it was determined that the fire alarm system was not functioning as intended after all components and duct smoke detector relays were installed in accordance with the Contract documents. The issue was due to the absence of a connection between the BAS master panel for the heating, ventilation, and air conditioning system and the fire alarm control panel (FACP), which prevented proper operation at Headworks 3, Substation 57/58, and O2 Trains 9 and 10. To correct this issue, the Contractor was directed to install two (2) #14 wires and two (2) spare wires in ¾-inch conduits between the BAS master panel and the FACP. This work was required prior to the contractually mandated Phase 3 testing with raw sewage at Headworks 3 and the O2 Trains. The corrective work resulted in a 19-calendar-day delay to Phase 3 testing. This delay is classified as compensable due to a late design change. The total cost associated with this work is \$164,574.00, including \$50,571.00 for labor, materials, and equipment and \$114,000.00 for compensable delay costs (\$6,000.00 per day). All costs will be paid through the Contract's Contingency Allowance. The 19-day time extension is approved through this Change Order.

5. Headworks 3 Grit Collector and Conveyor MCC Bucket Modifications (76 Days)

Per the Contract documents, the Contractor was required to install a grit collector and conveyor system at Headworks 3. During construction, it was determined that the MCC buckets for the grit collector and conveyor were equipped with trip relays instead of the required time relays, which are necessary for proper equipment operation. To resolve this issue, the Engineer of Record issued revised drawings directing the required modifications. The development and implementation of this redesign impacted the Project schedule and required 76 calendar days, which delayed the start of Phase 3 testing with raw sewage at Headworks 3 and the O2 Trains. Of these 76 days, 38 days are compensable due to a late design change. The total cost associated with this work is \$219,511.00, including \$12,626.46 for relay modifications and \$206,884.54 for negotiated compensable delay costs (in lieu of the contractual rate of \$6,000.00 per day for 38 days, which would have totaled \$228,000.00). All costs will be paid through the Contract's Contingency Allowance.

6. Startup and Commissioning Delays (62 Days)

The commencement of Phase 3 testing was further delayed due to multiple concurrent conditions that required resolution prior to testing. These included a late design change related to oxygen vent sample relocation, gas leaks at mixer plates requiring removal and reinstallation with new gaskets, and a return activated sludge piping leak at Clarifier 12 caused by work performed under an adjacent contract. These conditions collectively resulted in a delay of 62 calendar days, which are approved through this Change Order.

Conclusion:

Change Order No. 1 increases the Contract duration by 699 days, thereby extending the Substantial Completion Date from November 19, 2023 to October 18, 2025 and the Final Completion Date from January 18, 2024 to December 17, 2025.

This Change Order is subject to ratification by the Board of County Commissioners. If not ratified, the Contractor shall not be entitled to lost profits or consequential or indirect damages but shall be eligible for payment for work performed prior to the 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 Ranchiwich 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.

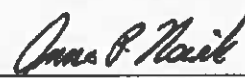
By: 
Bryce Grissom, Senior Vice President

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 24th day of April, 2026




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

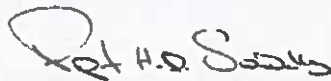
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

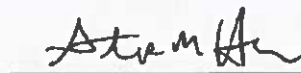
Westchester Fire Insurance Company | ACE American Insurance Company

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, Vishnu Chaitoo, Colette R. Chisholm, Cornelia DeSouza, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Amy Ortega, Cristina Pagan, Robert T. Pearson, Miranda Peter, Karolynne Ramirez, Nelly Renciwich, Vincent A. Walsh, Fiona 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 16th day of April, 2026.


Rupert HD Swindells, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.



On this 16th day of April, 2026 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. Loftis
NOTARY PUBLIC OF NEW JERSEY
No. 90173208
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.

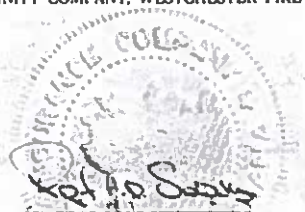
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority 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 April 24, 2026




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

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
County Bid Process; Construction Contract	Contract No. S-931	South District Wastewater Treatment Plant Expansion Program Construction Package ST-2A Headworks 3, Oxygenation (02) Trains 9 & 10, and Substation 57/58	Poole & Kent Company of Florida	District 8 (Commissioner Cohen Higgins)	N/A; 699-calendar day time extension	Original Contract Amount \$107,605,400.00; Adjusted Contract Amount \$107,605,400.00	Future WASD Revenue Bonds, State Revolving Loan Wastewater Program, WASD Revenue Bonds Sold, Wastewater Connection Charges	Notice to Proceed Start Date: 08/30/2021 Completion Date: 12/17/2025	SBE Goods - 2.00% SBE Services - N/A SBE A/E - N/A SBE Const. - 10.65% CWP Prog. - N/A	This Project consists of furnishing all material, labor, and equipment for the construction of the ST-2A Headworks 3, Oxygenation (02) Trains 9 & 10, and Substaion 57/58 at the South District Wastewater Treatment Plant located at 8950 SW 232 Street, Miami, Florida *** This Change Order No. 1 grants a 699-calendar day time extension.

EXHIBIT C

From: [Hidalgo-Gato, Alice \(SPD\)](#)
To: [Brown, Edith D. \(WASD\)](#)
Cc: [Bernard, Juliette \(WASD\)](#); [Gonzalez, Jose A. \(WASD\)](#); [Colas, Doming \(SPD\)](#); [Hines, Patrick \(SPD\)](#)
Subject: RE: S-931 CO No.1 SBE Compliance Review
Date: Wednesday, April 15, 2026 12:55:34 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Good morning Edith,

Project No. S-931 was awarded with a 10.65% Small Business Enterprise – Construction (SBE-Con) goal and a 2% Small Business Enterprise – Goods (SBE-Goods) goal.

Resolution No. R-1001-15 requires County contracts with small business measures to meet at least 85 percent of the small business goals applicable to the portion of the work performed to date before a change order or contract amendment is considered for Board approval. However, Resolution R-525-17 exempts change orders or amendments for non-compensatory time extensions from this requirement. Because Change Order No. 1 does not increase the contract value, Resolution No. R-1001-15 does not apply. The prime, Poole & Kent Company of Florida has requisitioned \$102,354,144 excluding the dedicated allowance and settlement agreement. To date, the SBE-Con firms were paid \$13,835,417 (13.52%) and the SBE-Goods firm was paid \$2,119,979 (2.07%) in compliance with the SBE goals. Please contact us 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

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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: Wednesday, April 15, 2026 9:46 AM

MDC009

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>

Subject: S-931 CO No.1 SBE Compliance Review

Good morning Patrick,

We are preparing Change Order 1 for contract S-931 and are requesting a SBE Change Order Compliance review. A draft copy of the change order is attached for your use.

The amount requisitioned to date is for work through March 25, 2026.

Category	Paid to Date	Requisitioned to Date
Base Amount	\$94,070,676.00	\$94,070,676.00
Contingency Allowance	8,191,232.70	8,283,467.69
Dedicated Allowance	1,767,444.78	1,767,724.30
Settlement Agreement	727,088.00	727,088.00
Total	\$104,756,441.48	\$104,848,955.99

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

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MEMORANDUM (Revised)

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

DATE: September 1, 2026

FROM: 
Glen 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)
9-1-26

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-931 BETWEEN MIAMI-DADE COUNTY AND POOLE & KENT COMPANY OF FLORIDA FOR THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT EXPANSION PROGRAM CONSTRUCTION PACKAGE ST-2A HEADWORKS, OXYGENATION (02) TRAINS 9 & 10, AND SUBSTATION 57/58, WHICH GRANTS A 699-DAY 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-931 for the South District Wastewater Treatment Expansion Program Construction Package ST-2A Headworks 3, Oxygenation (02) Trains 9 & 10, and Substation 57/58 between Miami-Dade County and Poole & Kent Company of Florida. Change Order No. 1 grants a 699-day 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 1st day of September, 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