

Memorandum



Date: September 1, 2026

Agenda Item No. 8(O)(5)

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. W-949 for the High Service Pump Station Room Electrical Upgrades at the John E. Preston Water Treatment Plant with TGSV Enterprises Inc.

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. W-949 (the Contract) between Miami-Dade County (the County) and TGSV Enterprises Inc. (the Contractor) *for the High Service Pump Station Room Electrical Upgrades at the John E. Preston Water Treatment Plant* (the Project). **Change Order No. 2 has no additional fiscal impact to the County**, as it consists of a net-zero reallocation of \$2,754,126.76 in unused Contract balances and grants a 12-calendar day non-compensable time extension, which will revise the Contract's Final Completion Date from September 28, 2025 to October 10, 2025. 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.

The Project consisted of upgrading the electrical and control systems to the existing High Service Pump Station Room at the John E. Preston Water Treatment Plant (JEPWTP) to provide for a more robust pumping facility, improve operational flexibility, and enhance the long-term reliability of this critical water treatment and distribution component. This Project involved replacement of obsolete equipment, which will reduce maintenance and energy consumption costs.

Change Order No. 1 was ratified by the Board on June 4, 2024, via Resolution No. R-495-24, which allowed a 373-calendar day non-compensable time extension to the Contract to account for the impacts from the delay in the fabrication and delivery of the electrical equipment. Change Order No. 2 reallocates \$2,754,126.76 in unused Contract line items, Dedicated Allowances, and Contingency funds. The reallocation funds manufacturer-required modifications to critical electrical equipment, including upsized motors and switchgear changes identified during construction. To minimize operational disruptions and improve constructability, the remaining electrical work will be completed under a new competitively procured Phase II contract while Phase I advances procurement of long-lead equipment needed for the next phase. This phased approach will reduce plant shutdowns, improve competition for the remaining work, and ensure all costs are fully offset through existing Contract balances.

As part of its 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 Change Order supports those efforts by advancing critical electrical equipment upgrades that reduce operational disruptions during construction and position the Project for successful completion, with no additional fiscal impact to the County.

Recommendation

It is recommended that the Board ratify Change Order No. 2 to the Contract. Change Order No. 2 results in a net-zero monetary reallocation in the amount of \$2,754,126.76 and grants a 12-calendar day non-compensable time

extension. A copy of Change Order No. 2 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 JEPWTP, located in District 6, which is represented by Commissioner Natalie Milian Orbis.

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 from Change Order No. 2. It consists of a net-zero reallocation of funds from unused balances and includes a 12-calendar day non-compensable time extension.

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 April 24, 2023. The award was ratified by the Board on May 2, 2023, via Resolution No. R-417-23. The total Contract award was \$15,007,598.00, with a Contingency Allowance of \$1,329,135.00, a Contract duration of 385-calendar days, and a Contingency Time Allowance of 39 calendar days. The Notice to Proceed was issued on July 24, 2023, which established August 12, 2024 as the Contract's Final Completion Date.

Change Order No. 1 to the Contract was ratified by the Board on June 4, 2024, via Resolution No. R-495-24. Change Order No. 1 granted a 373-calendar day non compensable time extension to the Contract in order to account for the impacts from the delay in the fabrication and delivery of the electrical equipment. Change Order No. 1 extended the Final Completion Date to August 20, 2025. WASD granted 39 days through the Contingency Time Allowance, which extended the Contract's Final Completion Date to September 28, 2025. Change Order No. 2 grants a 12-calendar-day non-compensable time extension and extends the Final Completion Date to October 10, 2025.

The total cost of the work authorized under Change Order No. 2 is \$2,754,126.76. This amount is fully offset through the deletion and reallocation of unused Contract balances, including \$2,407,700.49 in unused base bid line items; \$225,412.47 from the Dedicated Allowance for permit fees; \$25,000.00 from the Dedicated Allowance for lead and asbestos abatement; and \$93,013.80 from the Contingency Allowance. Accordingly, Change Order No. 2 results in a net-zero monetary impact to the Contract to fund right-sizing and manufacturer-directed modifications to motors, variable frequency drives, switchgear, and related electrical components.

To ensure that the right-sized electrical equipment is properly fabricated, procured, stored, and available for installation during Phase II, Change Order No. 2 authorized the following work:

Medium Voltage Motors and Variable Frequency Drives (VFDs) – \$1,554,818.10

The Contract included replacement of four synchronous motors and associated VFDs rated at 1,500 horsepower. The Contractor found that pump curve evaluations demonstrated actual power demands exceeding 1,500 horsepower, with age-related efficiency degradation further increasing the risk of operating the motors at or beyond service factor limits. Based on manufacturer recommendations, the Engineer of Record (EOR) directed the upsizing of the motors and VFDs to 1,750 horsepower. The Contractor submitted a proposal to modify three motors and three VFDs. Following review and negotiation, the parties agreed to a cost of \$1,249,410.80, inclusive of additional

bond and builder's risk insurance costs, and a credit for the deletion of the High Service Pump No. 3 motor, which will be addressed under Phase II.

At WASD's request, the Contractor also proposed extending the equipment warranty from 24 months to 48 months and providing 24 months of equipment storage pending Phase II construction. The cost of the extended warranty and storage is \$305,407.30, which resulted in a combined total of \$1,554,818.10 for this work.

Switchgear Manufacturer Modifications – \$1,112,470.26

Field verification and coordination with the gas-insulated switchgear manufacturer determined that the originally approved pedestal-mounted, bottom-fed switchgear configuration could not be installed within the constrained pump room environment. To maintain continuous plant operations, preserve firm pumping capacity, comply with clearance codes, and safely complete the installation, the switchgear required factory reconfiguration to match the existing footprint and phased installation sequencing. These constructability constraints required revised fabrication, additional manufacturer coordination, and updated equipment pricing. Additional voltage transformers were also required to meet operational criteria. These modifications resulted in a total of \$1,112,470.26 for the work.

Reduced Voltage Soft Starter Extended Guarantees – \$86,838.40

Because the remaining installation work will be completed under Phase II, Change Order No. 2 authorized 24-month extended guarantees for critical electrical components, including the reduced-voltage soft starter, gas-insulated switchgear, Programmable Logic Controller No. 3, and the motor control panel for Pump No. 3.

The extended guarantees total \$86,838.40 and exclude the medium-voltage motors and VFDs described above, which are covered under separate warranty-extension provisions.

Water Infiltration – 12-calendar day non-compensable time extension

During a heavy rain event, although installation had been done in accordance with approved plans and had been successfully tested, water infiltration was observed entering Generator Building No. 2 through the newly installed Utility Fan No. 1. To mitigate the risk to critical generator equipment, the EOR revised the design of Utility Fan No. 1 to remove the angled duct inlet and to install a custom-fabricated galvanized steel rain hood. Costs associated with this work, in the amount of \$139,305.37, were paid through the Contract's Contingency Allowance.

The Contractor requested a 51-day time extension to complete the corrective work. WASD granted 39 days through the Contingency Time Allowance, which extended the Contract's Final Completion Date to September 28, 2025. Change Order No. 2 grants a 12-calendar-day non-compensable time extension and extends the Final Completion Date to October 10, 2025.

Phased Approach

During construction, the Project encountered substantial changes related to the sizing, configuration, and installation of major electrical equipment, including increases in motor capacity and required modifications to the gas-insulated switchgear due to unaccounted for constraints. These changes were projected to represent a substantial increase relative to the original contract amount. In response, WASD decided to reduce the scope of the Project and allow the Contractor to complete all duct bank; conduit; heating, ventilation, and air conditioning (HVAC); and structural work, as adjusted to accommodate the upsizing of motors and associated modifications to the switchgear, while deferring the remaining electrical installation scope to a future Phase II project that is currently in design and will eventually be competitively procured.

As part of this approach, WASD also elected to proceed with the advance procurement of the upsized motors and modified switchgear during Phase I in order to ensure that this long-lead time equipment is readily available at the start of Phase II construction. The equipment being procured during Phase I has been evaluated and vetted by the EOR for Phase II, which ensures consistency with the final design and minimizes the potential for further modifications.

This phased approach will improve constructability by allowing WASD to procure the properly sized and configured equipment in advance of installation. It is also expected to reduce the number of required facility shutdowns, establish a single point of construction responsibility for the remaining electrical work, and increase competition by presenting prospective Phase II contractors with a larger and more clearly defined scope.

The Contractor's construction scope under this Contract has been successfully completed; the only remaining activity is limited to the procurement of the equipment for Phase II that is identified in this Change Order.

Small Business Enterprise Measures

On April 14, 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 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 No. R-525-17 exempts change orders or amendments for non-compensatory time extensions from this requirement. Therefore, because Change Order No. 2 does not increase the contract value, Resolution No. R-1001-15 does not apply.

The Project was awarded with the following Small Business Enterprise (SBE) goals: four (4) percent SBE – Construction (SBE-Con) and a two-point two (2.02) percent SBE – Goods (SBE-Goods). The Contractor is in compliance with the SBE goals. The SBE-Con subcontractor was paid 19 percent of the contract value. The SBE-Goods goal was to be met through the purchase of electrical components; however, on September 23, 2025, WASD notified SBE that a portion of the electrical work had been descoped from the Contract, which affected the Contractor's ability to meet the SBE-Goods goal. The SBE-Goods firm was paid point 8 percent of the contract value.

See the SPD correspondence attached hereto as Exhibit C.

Attachments



Roy Coley
Deputy Mayor

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

EXHIBIT A

MIAMI-DADE COUNTY, FLORIDA

WATER AND SEWER

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 2

CONTRACT NO: W-949

DATE: 4/30/2026

PROJECT TITLE: John E. Preston Water Treatment Plant High Service Pump Station Room Electrical Upgrades

TO CONTRACTOR: TGSV ENTERPRISES INC 1301 West 68th Street Suite A, Hialeah, Florida 33014

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 authorizes a net-zero reallocation of existing contract funds to address modifications to major equipment that were required due to operational and constructability issues. This Change Order also grants a 12-calendar-day non-compensable time extension.

Monetary Justification:

Contract No. W-949 (the Contract) was awarded to TGSV Enterprises, Inc. (the Contractor) on April 24, 2023 for the High Service Pump Station Room Electrical Upgrades at the John E. Preston Water Treatment Plant (the Project). The award was ratified by the Board of County Commissioners (the Board) on May 2, 2023, via Resolution No. R-417-23. The total Contract award was \$15,007,598.00, with a Contingency Allowance of \$1,329,135. (Continued below)

Time Justification:

The Notice to Proceed was issued on July 24, 2023, which established August 12, 2024 as the Contract's Final Completion Date. Change Order No. 1 extended the Final Completion Date to August 20, 2025.

During a heavy rain event, although installation had been done in accordance with approved plans and had been successfully tested, water infiltration was observed entering Generator (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-----	\$15,007,598.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$15,007,598.00
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$15,007,598.00
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	385 / 0 / 12
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	39 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	438

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	Accepted By:	Title	Date
TGSV ENTERPRISES INC			Contractor	5-4-26
Surety			Surety	5-4-26
Berkley Insurance Company	Charles J. Nielson		Attorney-in-Fact	

	Title	Name	Date
Approved By: <u>County Attorney</u> (for legal sufficiency)			5/7/26
Approved By: <u>County Mayor</u>			5/20/26
Attested By: <u>Clerk of the Board</u>			05/21/2026
JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER		Olga Valverde – e18183 Deputy Clerk	



As part of this Change Order, all agree that qualifications, information and terms mentioned in Contractor's Change Order Request (COR) # 48.5 are incorporated into this document and to be considered as part of this document by all.

MDC005

Time Justification (Continued)

Building No. 2 through the newly installed Utility Fan No. 1. To mitigate the risk to critical generator equipment, the EOR revised the design of Utility Fan No. 1 to remove the angled duct inlet and to install a custom-fabricated galvanized steel rain hood. Costs associated with this work, in the amount of \$139,305.37, were paid through the Contract's Contingency Allowance.

The Contractor requested a 51-day time extension to complete the corrective work. WASD granted 39 days through the Contingency Time Allowance, which extended the Contract's Final Completion Date to September 28, 2025. This Change Order grants the remaining 12-calendar-day non-compensable time extension and extends the Final Completion Date to October 10, 2025.

Monetary Justification (Continued)

00, a Contract duration of 385 calendar days, and a Contingency Time Allowance of 39 calendar days.

This Change Order reallocates unused line items in the Contract as well as Contingency and Dedicated Allowances to fund right-sizing and manufacturer-directed modifications to motors, variable frequency drives, switchgear, and related electrical components in the total amount of \$2,754,126.76.

During construction, the Project encountered substantial changes related to the sizing, configuration, and installation of major equipment, including increases in motor capacity and required modifications to the gas-insulated switchgear because of a design error. These changes were projected to represent a substantial increase relative to the original contract amount. In response, the Miami-Dade Water and Sewer Department (WASD) decided to reduce the scope of the Project. The Contractor has completed and WASD has accepted any and all work including but not limited to the duct bank; conduit; heating, ventilation, and air conditioning (HVAC); and structural work, as adjusted to accommodate the upsizing of motors and associated modifications to the switchgear. The remaining scope is being deferred by WASD to a future Phase II project that is currently in design and will be performed under a separate contract and by another contractor.

As part of this approach, WASD also elected to proceed with the advance procurement of the upsized motors and modified switchgear during Phase I in order to ensure that this long-lead time equipment is readily available at the start of Phase II construction. The equipment being procured during Phase I has been evaluated and vetted by the Engineer of Record (EOR) for Phase II, which ensures consistency with the final design and minimizes the potential for further modifications.

Deferring certain of the work to Phase II will allow WASD to procure the appropriately sized and modified equipment in advance Phase II which should improve constructability. This approach should also reduce the number of facility shutdowns, assign a single source of construction responsibility, and attract experienced contractors to potentially bid on Phase II when the solicitation goes out due to the increased scale and clarity of the combined scope.

Following the WASD-directed de-scoping reflected in Contractor Change Order Request (COR) 48.3, the Contractor's construction scope under this Contract has been substantially completed, with the only remaining activity limited to the procurement (purchasing) of the equipment identified in this Change Order.

Accordingly, the Project has achieved Final Completion from a construction standpoint; however, Final Acceptance has not yet been attained, as procurement and delivery of the equipment remain pending. The Contractor's role at this stage is strictly limited to facilitating the purchasing transaction, and does not include any responsibilities for storage, handling, installation, commissioning, or coordination of the equipment, all of which will be performed by the Department under a separate project.

COR 48.3 documents the WASD-directed, net-zero de-scoping of work related to motors, Variable Frequency Drives (VFDs), Geographic Information System (GIS) switchgear, and Reduced Voltage Soft Starter (RVSS) equipment, and reflects the Department's intent to procure and implement these components under a separate project.

The Contractor has included qualifications within COR 48.3 related to responsibility, risk allocation, and future coordination. These provisions are primarily intended to confirm that, once the purchasing transaction is completed, the Contractor's involvement in the Project is concluded. Accordingly, the qualifications, information, and terms set forth in COR 48.3 are incorporated into this Change Order solely to the extent consistent with the limited scope described herein, including the Contractor's role being restricted to procurement activities only and the exclusion of responsibilities for storage, handling, installation, commissioning, and coordination of the equipment.

To ensure that right-sized equipment is properly fabricated, procured, and ready for installation during Phase II, this Change Order authorizes the following work:

(i) Medium Voltage Motors and VFDs – \$1,554,818.10

The Contract Documents included replacement of four synchronous motors and associated VFDs rated at 1,500 horsepower. The Contractor found that pump curve evaluations demonstrated actual power demands exceeding 1,500 horsepower, with age-related efficiency degradation further increasing the risk of operating the motors at or beyond service factor limits. Based on manufacturer recommendations, the EOR directed upsizing of the motors and VFDs to 1,750 horsepower. The Contractor submitted a proposal to modify three motors and three VFDs, which was reviewed, negotiated, and agreed upon in the amount of \$1,249,410.80, inclusive of additional bond and builder's risk insurance and a credit for eliminating the high service pump (HSP) 3 motor, which will be addressed in Phase II. Additionally, at WASD's request, the Contractor proposed extending the equipment manufacturer warranty from 24 to 48 months and providing 24 months of equipment storage pending Phase II construction in the amount of \$305,407.30. The combined total for this work is \$1,554,818.10.

(ii) Switchgear Manufacturer Modifications – \$1,112,470.28

Field verification and coordination with the gas-insulated switchgear manufacturer determined that the originally approved pedestal-mounted, bottom-fed switchgear configuration could not be installed within the constrained pump room environment. To maintain continuous plant operations, preserve firm pumping capacity, comply with clearance codes, and safely complete the installation, the switchgear required factory reconfiguration to match the existing footprint and phased installation sequencing. These constructability constraints required revised fabrication, additional manufacturer coordination, and updated equipment pricing. Additional voltage transformers were also required to meet operational and protection criteria. This Change Order authorizes compensation in the amount of \$1,112,470.28.

(iii) Reduced Voltage Soft Starter Extended Guarantees – \$86,838.40

This Change Order authorizes a 24-month extended manufacturer guarantee for critical electrical components, including the reduced voltage soft starter, gas-insulated switchgear, Programmable Logic Controller No. 3, and the pump motor control panel for Pump No. 3, in the amount of \$86,838.40, as the work will be performed during Phase II. This extended manufacturer guarantee expressly excludes the medium voltage motors and VFDs addressed under item (i) of this Change Order, which are covered separately under their respective warranty extension provisions.

The total cost of \$2,754,126.76 is fully offset by the deletion of unused base bid line items (\$2,407,700.49); Dedicated Allowances for permit fees (\$225,412.47); lead and asbestos abatement (\$25,000.00), and the Contingency Allowance (\$93,013.80). Accordingly, this Change Order results in a net-zero monetary impact to the Contract. The Miami-Dade Water and Sewer Department will procure a contractor to perform the Phase II work.

Conclusion:

Change Order No. 2 is a net-zero change order that reallocates unused Contract funds totaling \$2,754,126.76 and grants a 12-calendar-day non-

compensable time extension, which extends the Contract's Final Completion Date to October 10, 2025.

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

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles D. Nielson; Charles J. Nielson; Donald A. Lambert, III; Joseph P. Nielson; Jarrett Merlucci; David R. Hoover; Brett Rosenhaus; Laura D. Mosholder; Dale A. Belis; or Kevin R. Wojtowicz of Acrisure Southeast Partners Insurance Services, LLC of Leesburg, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By

Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2028

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of May, 2026



Vincent P. Forte



PCCOR #048.5

TGSV Enterprises, Inc.
1301 W. 68th St. Suite A
Hialeah, Florida 33014
Phone: (305) 823-5755

Project: 23-05 - JE Preston WTP W-949 (WASD) - Electrical Upgrades
PCTS 15849 - ER No. W017292
1100 West 2nd Avenue
Hialeah, Florida 33010

Prime Contract Change Order Request #048.5: 2305 JE Preston WTP W-949 - Descoping by MDWASD Upper Management

TO:	Miami Dade County Water and Sewer Department 3575 S. Lejeune Road - 2nd Floor Miami, Florida 33146	FROM:	TGSV Enterprises, Inc. 1301 W 68th Street, Suite A Hialeah, Florida 33014
CHANGE ORDER REQUEST NUMBER / REVISION:	048.5 / 5	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Ramon L. Ramirez (TGSV Enterprises, Inc.)
SCHEDULE IMPACT:	TBD	DATE CREATED:	4/28/2026
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: 2305 JE Preston WTP W-949 - Descoping by MDWASD Upper Management

CHANGE ORDER REQUEST DESCRIPTION:

Enclosed please find our **ZERO CHANGE ORDER** to descoping the description of some activities in the Schedule of Values ("SOV") approved as requested at an MDWASD Upper Management Meeting on 12/18/25.

Qualification:

1. Payment

A. So long as the Contractor submits a valid Payment Application by April 28, 2026, payment of balance of contract amount shall be made no later than 30 calendar days from execution of this change order or no later than May 29, 2026; whichever is earlier, this includes retainage. The only amounts to be withheld at this point shall be those indicated on attached "SOV" without retainage, see Exhibit A.

If the Contractor's submission of the Payment Application is delayed beyond April 28, 2026, the Owner's required payment date shall be extended by the same number of calendar days as the delay.

Failure by the Owner to process this Change Order shall not be considered grounds for deeming a Payment Application submitted by the Contractor to be invalid.

B. Payment of balance withheld shall be made in compliance with all Manufacturers and/or supplier required terms and conditions.

2. The Contractor and WASD agree Items A-C are the only remaining scope to be completed by TGSV and its subcontractors and/or suppliers.

A. Manufacturing and delivery of Motors

1. Motors shall be stored by Innomatics for a maximum of 2 years from date of manufacturing completion.

2. Manufacturer's Warranty for this equipment shall be per Innomatics quote included in COR # 51. Manufacturer's warranty shall be the only warranty on this equipment.

3. Upon expiration of this two (2) years storage period, delivery will be made by the Manufacturer/Supplier. Owner shall be ready to coordinate, receive, unload, handle, rig and store said if necessary

4. Owner will maintain direct communication with Innomatics to follow up on any discrepancies, modifications, or repairs as part of motor maintenance. Owner shall copy TGSV for informational purposes only. The maintenance report will be prepared by Innomatics and delivered to MDWASD by Innomatics.

5. TGSV is not responsible for coordinating with Innomatics for future commissioning, startup, training and/or installation, as this will be part of a different project. MDWASD is responsible for coordinating this activity with Innomatics in a future project.

6. TGSV and/or TGSV's Insurance company shall not and will not be held responsible or accountable for this equipment during said storage period.

7. This scope shall be in strict compliance based on Innomatics' Proposal(s) Included in TGSV COR # 51.

8. Innomatics will work with Miami Dade on coordinating delivery. As for shipment responsibilities, Innomatics is responsible for shipment. MDWASD is responsible for assurance that site is ready to receive shipment. MDWASD shall discuss all conditions of site with Innomatics prior to shipment date.

B. Manufacturing and delivery of VFD's and AFD's.

1. Once manufacturing is complete, delivery will be made by Innomatics. Owner shall receive, unload, handle, rig, and store said for their future use.

2. TGSV is not responsible for any damage or malfunction caused by the storage of these units. MDWASD will comply with all manufacturing requirements for proper storage.

3. TGSV is not responsible for coordinating with Innomatics for future commissioning, startup, training, and/or installation, as this will be part of a different project. MDWASD is responsible for coordinating this activity with Innomatics in a future project.

4. Manufacturer's Warranty for this equipment shall be per Innomotics quote included in COR # 51. Manufacturer's warranty shall be the only warranty on this equipment. **Innomotics**
5. This scope shall be in strict compliance based on ~~Innomotics~~ Proposal(s) included in TGSV COR # 51.
6. Innomotics will work with Miami Dade on coordinating delivery. As for shipment responsibilities, Innomotics is responsible for shipment. MDWASD is response for assurance that site is ready to receive shipment. MDWASD shall discuss all conditions of site with Innomotics prior to shipment date. **Sentence was revised and corrected**
- C. GIS Switchgear & RVSS SIMOVAC submittals, manufacturing, and delivery. Manufacturer's warranty shall be the only warranty on this equipment.
1. This scope shall be in strict compliance based on Siemens' Proposal(s) included in TGSV COR # 2.2, 12.1, 24, 45.1 and 50.
2. Anything deemed as a change by Manufacturer/Supplier will need to be dealt with through change order process. TGSV shall not be held accountable or expected to proceed with any claimed change by Manufacturer and/or Supplier until said claim is fully resolved.
3. TGSV is not responsible for coordinating with Siemens for future commissioning, startup, training, and/or installation, as this will be part of a different project. MDWASD is responsible for coordinating this activity with Siemens in a future project.
4. Once manufacturing is complete, delivery will be made by Manufacturer/Supplier. Owner shall receive, unload, rig, handle and store said for their future use.
- Manufacturer's Warranty for this equipment shall be per Siemens' quote included in COR # 50. Manufacturer's warranty shall be the only warranty on this equipment.
5. The RVSS SIMOVAC will be manufactured based on Approval Submittal No. 25, Rev 2, dated 1/24/25, for use with a 1,750 HP motor, as EOR's response to RFI No. 90 indicates that the equipment modification should not proceed. The power input for the unit, according to the approved documentation, is located underneath the unit.
- D. All terms and conditions related to above mentioned scope shall be as required by Manufacturer and/or Supplier. Original contract terms and conditions have been fulfilled.
- E. Should there be any dispute related to the remaining scope, Owner shall indemnify TGSV in full. This includes but is not limited to attorney's fees. Owner shall pay TGSV for all costs related to any disputes.
3. Misc **against TGSV related** **or**
- A. It is estimated additional scope mentioned in section 2 above will extend through June 2027 if submittals are approved and all items in section C are released and Owner and design team authorize to commence manufacturing on or before May 2026. The equipment in sections 2.A & 2.B has already been released for manufacturing.
- B. Following the reduction of the project scope, it is agreed that no damages of any kind shall be applied to the past scope, ~~nor shall they be applied to any future scope.~~
- C. It is agreed by all that the statute of limitations commenced on project's agreed to final and substantial completion date of 10/10/25, as to TGSV, its carrier and any applicable bond. Extended time now required to complete scope mentioned in item 2 above shall not and will not be considered as an extension to this date. However, the statute of limitations for the manufacture and delivery of the Motors, VFD, AFD, GIS Switchgear, and RVSS shall be the only exceptions to this provision. For each of these items, the statute of limitations shall commence upon the completion of manufacturing for that specific item.
- D. Umbrella insurance coverage may be reduced to a total of \$ 3,000,000.00 per incident and total aggregate of \$ 3,000,000.00.
- E. Master permit and remaining open Subcontractor permits will be closed by Owner no later than May 29, 2026. Owner shall be responsible for all processing and fees related to such.
- F. All parties acknowledge that they have had sufficient opportunity to fully inspect the work performed to date and that it complies with all contractual, design and specification requirements and provisions under the party's agreement(s) and that Owner is fully satisfied with the work performed by TGSV on this project.
- G. To the extent of any ambiguity, ambiguousness, or discrepancy as between the language of this change order and any other contractual requirements the provisions of this change order shall be controlling.
- H. Extended warranties for all equipment, such as PAC units, vacuum pumps, MCCs, PLCs, exhaust fans, Medium Voltage Motors, VFDs, RVSS, GIS Switchgear, will be managed directly by MDWASD with the manufacturer after the initial one-year warranty period, starting from the substantial completion on 10/10/25.

Due to rapid fluctuation in prices for materials, fuel, labor rates, and insurance, equipment, etcetera, this proposal is only good thru April 30, 2026. TGSV Enterprises, Inc. reserves the right to withdraw this RCO if not approved by said date.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
048.5	Miami Dade County Water and Sewer Department	2305 JE Preston WTP W-949 - Descoping by MDWASD Upper Management	0 days	\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:



PCCOR #048.5

PCO # 048.5: 2305 JE Preston WTP W-949 - Descoping by MDWASD Upper Management

#	Budget Code	Description	Amount
1	01-001.O General Conditions.Other	2305 JE Preston WTP W-949 SOV	\$0.00
Subtotal:			\$0.00
Mark Up Labor (15.00%):			\$0.00
Mark Up Profit (10.00%):			\$0.00
Bond (1.50%):			\$0.00
Builder's Risk (1.50%):			\$0.00
Permit Fee (2.00%):			\$0.00
Grand Total:			\$0.00

Odoardo A. Mérida (Black & Veatch)

2121 Ponce Leon Blvd.
Coral Gables, Florida 33134

**Miami Dade County Water and Sewer
Department**

3575 S. Lejeune Road - 2nd Floor
Miami, Florida 33146

TGSV Enterprises, Inc.

1301 W 68th Street, Suite A
Hialeah, Florida 33014

SIGNATURE DATE

TGSV Enterprises, Inc.

SIGNATURE DATE

Page 3 of 3
MDC011

 4/29/26

SIGNATURE DATE

Printed On: 4/29/2026 11:18 AM

23-05 JF PRESTON WTP W-949
EXHIBIT A

PROJECT NAME: PRESTON WTP HIGH SERVICE ELECTRICAL UPGRADE
 CONTRACT: W-448
 CONTRACTOR: TGSV ENTERPRISES, INC.
 OWNER: MIAMI DADE COUNTY

A	B	C	D	E		F	G	H	I	J	K
ITEM	DESCRIPTION	TOTAL	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE %	NOTE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
AACO - 8 COR 18.3	Electrical Motors & VFD Upgrade from 1500 to 1750 HP	\$ 1,249,410.80	\$ -	\$ -	\$ -	\$ -	-	0%	\$ 1,249,410.80	\$ -	
AACO - 17 COR 2.2, 12.1 & 45.1	GIS Switchgear Manufacturing Reconfiguration	\$ 1,112,470.26	\$ -	\$ -	\$ -	\$ -	-	0%	\$ 1,112,470.26	\$ -	
AACO - 38 COR 50	GIS Switchgear RVSS SMOVAC PMCP Pump 3 & PLC-3 Extended Guarantee	\$ 86,838.40	\$ -	\$ -	\$ -	\$ -	-	0%	\$86,838.40	\$ -	
AACO - 39 COR 51	Medium Voltage Motors and VFDs Extended Warranty & Storage	\$ 305,407.30	\$ -	\$ -	\$ -	\$ -	-	0%	\$305,407.30	\$ -	
AACO - 40 COR 24	Motor Rating Discrepancy RVSS SMOVAC Modification	\$ 19,603.82	\$ -	\$ -	\$ -	\$ -	-	0%	\$19,603.82	\$ -	
PROJECT TOTAL		\$ 2,773,798.58	\$ -	\$ -	\$ -	\$ -	-	0%	\$ 2,773,798.58	\$ -	

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
1	County Bid Process; Construction Contract		High Service Pump Station Room Electrical Upgrades at the John E. Preston Water Treatment Plant (JEPWTP)	TGSV Enterprises, Inc.	District 6	\$0 (net-zero monetary reallocation); 12 calendar-day non-compensable time extension	Original Contract Amount \$15,007,598.00; Adjusted Contract Amount \$15,007,598.00	Future WASD Revenue Bonds; WASD Revenue Bonds Sold; Wastewater Connection Charges	Notice to Proceed Start Date: 07/24/2023 Completion Date: 10/10/2025	SBE G/S - 2.02% SBE A/E - N/A SBE Const. - 4% CWP Prog. - N/A	This project consists of implementing electrical improvements to the existing John E. Preston Water Treatment Plant High Service Pump Station. *** This Change Order No. 2 is a net-zero monetary reallocation for a variety of modifications needed to major electrical equipment that will improve constructability and reduce operational shutdowns issues at the Plant. It also grants a 12 calendar-day non-compensable time extension.

EXHIBIT C

From: [Hidalgo-Gato, Alice \(SPD\)](#)
To: [Gonzalez, Jose A. \(WASD\)](#)
Cc: [Bernard, Juliette \(WASD\)](#); [Colas, Doming \(SPD\)](#); [Brown, Edith D. \(WASD\)](#)
Subject: RE: W-949 CO No. 2 SBE Compliance Review
Date: Friday, July 10, 2026 3:04:25 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

From: Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>
Sent: Tuesday, April 14, 2026 10:47 AM
To: Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>
Cc: Bernard, Juliette (WASD) <Juliette.Bernard@miamidade.gov>; Hines, Patrick (SPD) <Patrick.Hines@miamidade.gov>; Gonzalez, Jose A. (WASD) <Jose.Gonzalez3@miamidade.gov>; Colas, Doming (SPD) <Doming.Colas@miamidade.gov>; Sanchez, Kellen (SPD) <Kellen.Sanchez@miamidade.gov>; Torres, Marcelino (WASD) <Marcelino.Torres@miamidade.gov>; Baro, Carlos M. (WASD) <Carlos.Baro@miamidade.gov>
Subject: RE: W-949 CO No. 2 SBE Compliance Review

Good morning Edith,

Project No. W-949 was awarded with a 4% Small Business Enterprise – Construction (SBE-Con) goal and a 2.02% 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 exempted change orders or amendments for non-compensatory time extensions from this requirement. Because Change Order No. 2 does not increase the contract value, Resolution No. R-1001-15 does not apply.

The prime, TGSV Enterprises, Inc., is in compliance with the SBE goals. The SBE-Con subcontractor was paid \$3,000,593 equal to 19% of the contract value. The SBE-Goods goal was to be met through the purchase of electrical components. On September 23, 2025, WASD notified that a portion of the electrical work was descoped, which affected the prime's ability to meet the SBE-Goods goal. The SBE-Goods firm was paid \$131,193 equal to 0.8% of the contract value. Please let us know 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

**Designers.
Builders.
Vendors.**

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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: Friday, April 3, 2026 12:40 PM
To: Sanchez, Kellen (SPD) <Kellen.Sanchez@miamidade.gov>
Cc: Bernard, Juliette (WASD) <Juliette.Bernard@miamidade.gov>; Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>; Hines, Patrick (SPD) <Patrick.Hines@miamidade.gov>; Gonzalez, Jose A. (WASD) <Jose.Gonzalez3@miamidade.gov>; Colas, Doming (SPD) <Doming.Colas@miamidade.gov>
Subject: W-949 CO No. 2 SBE Compliance Review

Good afternoon Kellen,

We are preparing Change Order 2 for contract W-949 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 October 25, 2025.

Category	Paid to Date
Base Amount	\$8,878,272.33
Contingency Allowance	1,118,000.72
Dedicated Allowance	161,875.53
Total	\$10,158,148.58

Have a nice weekend!

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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MDC016



MEMORANDUM

(Revised)

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

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(5)

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)(5)
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. 2 TO CONTRACT NO. W-949 BETWEEN MIAMI-DADE COUNTY AND TGSV ENTERPRISES INC. FOR HIGH SERVICE PUMP STATION ROOM ELECTRICAL UPGRADES AT THE JOHN E. PRESTON WATER TREATMENT PLANT, WHICH CHANGE ORDER NO. 2 IS A NET-ZERO MONETARY REALLOCATION IN THE AMOUNT OF \$2,754,126.76 AND GRANTS A 12 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. W-949 for the High Service Pump Station Room Electrical Upgrades at the John E. Preston Water Treatment Plant (the "Plant") between Miami-Dade County and TGSV Enterprises Inc. Change Order No. 2 is a net-zero monetary reallocation of unused Contract balances in the amount of \$2,754,126.76 for a variety of modifications needed to major electrical equipment, which will

improve constructability and reduce operational shutdown issues at the Plant in the future. It also grants a 12 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 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