# Memorandum

MIAMI-DADE COUNTY

**Date:** November 17, 2026

Agenda Item No. 8(O)(1)

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

**From:** Daniella Levine Cava
Mayor

**Subject:** Resolution Ratifying Change Order No. 1 to Contract No. S-930A for the Ocean Outfall Legislation Program Construction Package (ST-2D-A) Electrical Distribution Building 3 South District Wastewater Treatment Plant with PCL Construction Inc.

## Executive Summary

This item seeks ratification by the Board of County Commissioners (the Board) of the action of the County Mayor or County Mayor's designee approving Change Order No. 1 to Contract No. S-930A (the Contract) between Miami-Dade County (the County) and PCL Construction Inc. (the Contractor) for the *Ocean Outfall Legislation (OOL) Program Construction Package ST-2D-A Electrical Distribution Building 3 South District Wastewater Treatment Plant (the Project)*. Change Order No. 1 is a net-zero monetary change order that reallocates $2,500,000.00 from existing Dedicated Allowances to replenish the Contract's Contingency Allowance. The Change Order also provides a 236-calendar day time extension, which consists of 63 compensable days and 173 non-compensable days.

The Project, ratified by the Board via Resolution No. R-537-22, includes the construction of a new Electrical Distribution Building 3, which 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. As the Project advances through the final stages of construction, additional work may be required to address unforeseen field conditions, coordinate with existing facilities, and implement other Project-related modifications necessary to achieve successful Project completion. As a result of Change Order No. 1, the Substantial Completion Date is revised to December 23, 2026, and the Final Completion Date is revised to February 17, 2027.

This Project is a critical component of the SDWWTP Expansion Program and will provide the upgraded electrical infrastructure necessary to support critical treatment equipment and enable the continued implementation and reliable operation of the projects that collectively comprise the Plant's expansion. Further, this Project is also required for compliance with Consent Decree Project Number CD 1.03(2), Oxygenation Trains – Mixer Upgrade/Electrical Building. The Project will upgrade the electrical system that powers the Oxygenation Trains and other critical treatment equipment, which will help ensure the facility can operate safely and reliably.

## Recommendation

It is recommended that the Board ratify Change Order No. 1 to the Contract. Change Order No. 1 is a net-zero monetary change that reallocates $2,500,000.00 from existing Dedicated Allowances to replenish the Contract's Contingency Allowance. This Change Order also grants a 236-calendar day time extension, which consists of 63 compensable days and 173 non-compensable days. 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 for this item. Change Order No. 1 is a net-zero monetary change that reallocates $2,500,000.00 from unused Contract Dedicated Allowances to replenish the Contract's Contingency Allowance. Costs associated with the 63 compensable days were funded through the Contract's existing Contingency Allowance.

**Track Record/Monitoring**
WASD Deputy Director, 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 June 1, 2022 by the Board via Resolution No. R-537-22. The Contract was awarded in the amount of $142,232,300.00 and included a Contingency Allowance of $12,371,000.00; a Contract duration of 1,365 calendar days; and a Contingency Time Allowance of 137-calendar days. The Notice to Proceed was issued on August 8, 2022, which established the original Contract milestone dates shown below. During construction, WASD granted the Contractor a 53-calendar day time extension through the Contract's Contingency Time Allowance, which resulted in the following revised completion dates:

| Milestone & Description | Original Completion Date | Revised Completion Date with 53-calendar day time extension |
|---|---|---|
| Milestone 1: Acceptance of Generator Delivery | September 7, 2024 | October 30, 2024 |
| Milestone 2: Substantial Completion | March 9, 2026 | May 1, 2026 |
| Milestone 3: Final Completion | May 4, 2026 | June 26, 2026 |

**Exhaust Pipe Support System — *263-calendar day extension (173 non-compensable days & 63 compensable days)***
During the installation of the emergency generator system, it was determined that the original design of the exhaust pipe support system was not adequate to accommodate the heat generated by the new generators. To ensure the long-term safety and reliability of the system, the Engineer of Record redesigned the exhaust piping support structure for all eleven (11) generators.

The redesign, procurement of materials, and installation of the revised support system required additional time and resulted in a 236-calendar day delay to the Project schedule. Of the 236 days, 63 calendar days are compensable because the delay was caused by a design change that occurred after construction had begun. Change Order No. 1 grants a 236-calendar-day time extension, resulting in the following revised completion dates:

| Milestone & Description | Revised Completion Date after Change Order No. 1 |
|---|---|
| Milestone 1: Acceptance of Generator Delivery | October 30, 2024 |
| Milestone 2: Substantial Completion | December 23, 2026 |
| Milestone 3: Final Completion | February 17, 2027 |

The total cost associated with the redesign and installation of the exhaust pipe support system is $889,948.53, which consists of $604,464.03 for construction and installation costs and $285,484.50 for compensable delay costs (63 days at $4,531.50 per day). All costs were funded through the Contract's existing Contingency Allowance.

**Replenishment of the Contract's Contingency Allowance**
As the Project advances through the final stages of construction, additional work may be required to address unforeseen field conditions, coordinate with existing facilities, and implement other Project-related modifications necessary to achieve successful Project completion. Accordingly, this Change Order replenishes the Contract's Contingency Allowance to ensure sufficient funding is available to address such work without increasing the total Contract value.

Accordingly, Change Order No. 1 reallocates $2,500,000.00 from unused balances in existing Dedicated Allowance Pay Items to replenish the Contract's Contingency Allowance in order to ensure sufficient funding is available to address such work without increasing the total Contract value. The unused balances from the following Dedicated Allowances will be reallocated:

- Permits – $2,000,000.00
- Maintenance of Plant Operations-related work – $200,000.00
- Underground utility conflicts – $135,000.00
- Geotechnical and foundation-related work – $100,000.00
- Demolition, handling, and removal of materials containing lead-based paint or asbestos – $50,000.00
- Control room furniture, fixtures, and equipment – $15,000.00

**Small Business Enterprise Measures**
The Contract was awarded with an 11.50 percent Small Business Enterprise (SBE) – Construction (SBE-Construction) goal and a 1.34 percent SBE-Goods goal. On June 5, 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(s) of the contract work performed to date before a change order or contract amendment is considered for Board approval. The Contractor is in compliance with Resolution No. R-1001-15.

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:** 1 **CONTRACT NO:** S-930A **DATE:** 6/4/2026

**PROJECT TITLE:** ST-2D-A Electrical Distribution Building 3 South District Wastewater Treatment Plant

**TO CONTRACTOR:** PCL CONSTRUCTION INC 1711 W. Green Tree Drive, Suite #201 Tempe, AZ 85284

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 is a net-zero monetary change that reallocates $2,500,000.00 from existing Dedicated Allowances to replenish the Contract's Contingency Allowance. This Change Order also grants a 236-calendar-day time extension attributable to late design modifications to the generator support system.

**Monetary Justification:** Contract No. S-930A was awarded to PCL Construction, Inc. (the Contractor) on June 1, 2022 for the ST-2D-A Electrical Distribution Building at the South District Wastewater Treatment Plant (SDWWTP) (the Project) by the Board of County Commissioners (the Board) through Resolution No. R-537-22. The Contract was awarded in the amount of $142,232,300.00 and included a Contingency Allowance of $12,371,000. (Continued below)

**Time Justification:** The Notice to Proceed was issued on August 8, 2022, which established: (1) September 7, 2024 as the Milestone 1 Completion Date (Acceptance of Generator Delivery); (2) March 9, 2026 as the Substantial Completion Date (Milestone 2); and (3) May 4, 2026 as the Final Completion Date (Milestone 3). During construction, the Miami-Dade Water and Sewer Department (WASD) granted the (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 | $142,232,300.00 |
| COST OF CHANGES PREVIOUSLY ORDERED | $0.00 |
| ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE | $142,232,300.00 |
| COST OF CHANGES WITH THIS DOCUMENT | $0.00 |
| ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE | $142,232,300.00 |
| PERCENT INCREASE WITH THIS CHANGE | 0% |
| TOTAL PERCENT INCREASE TO DATE | 0% |
| TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE | 1365 / 0 / 236 |
| CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE | 137 / 0 / 0 |
| ADJUSTED DURATION INCLUDING THIS CHANGE | 1738 |

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

Bond No. K40481758-107385692-47SUR3001990100046-285069043

**Accepted By:**

| Organization | Name | Title | Date |
|---|---|---|---|
| PCL CONSTRUCTION INC | | Contractor | 6.26.26 |
| Surety | Susan A. Welsh, Attorney-in-Fact | Surety | June 26, 2026 |

Federal Insurance Company, Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, Liberty Mutual Insurance Company

| Title | Name | Date |
|---|---|---|
| Approved By: County Attorney (for legal sufficiency) | | 7/10/26 |
| Approved By: County Mayor | | 7/30/26 |
| Attested By: Clerk of the Board | Olga Valverde – e18183 | 08/03/2026 |

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

**Time Justification: (Continued)**

Contractor a 53-calendar-day time extension through the Contract's Contingency Time Allowance, which revised the completion dates as follows: (1) Milestone 1 was extended to October 30, 2024; (2) the Substantial Completion Date was extended to May 1, 2026; and (3) the Final Completion Date was extended to June 26, 2026.

During the installation of the emergency generator system, it was determined that the original design of the exhaust pipe support system was not adequate to accommodate the heat generated by the new generators. To ensure the long-term safety and reliability of the system, the Engineer of Record redesigned the exhaust piping support structure for all eleven (11) generators.

The redesign, procurement of materials, and installation of the revised support system required additional time and resulted in a 236-calendar-day delay to the Project schedule. Of the 236 days, 63 calendar days are compensable because the delay was caused by a design change that occurred after construction had begun. Therefore, this Change Order grants a 236-calendar-day time extension.

The total cost associated with the redesign and installation of the exhaust pipe support system is $889,948.53, which consists of $604,464.03 for construction and installation costs and $285,484.50 for compensable delay costs, (63 days at $4,531.50 per day). All costs will be funded through the Contract's existing Contingency Allowance; therefore, no additional Contract funding is required.

**Monetary Justification: (Continued)**

00; a Contract duration of 1,365 calendar days; and a Contingency Time Allowance of 137 calendar days.

The Project is currently at 85 percent complete. As the Project advances through the final stages of construction, additional work may be required to address unforeseen field conditions, coordinate with existing facilities, and implement other Project-related modifications necessary to achieve successful Project completion. Accordingly, this Change Order replenishes the Contract's Contingency Allowance to ensure sufficient funding is available to address such work without increasing the total Contract value.

This Change Order reallocates $2,500,000.00 from existing Dedicated Allowance Pay Items (021, 023, 024, 025, 026, and 030) to a newly established Negotiated Allowance Pay Item for Additional Construction Changes related to mechanical, electrical, plumbing, fire protection, sitework, and structural improvements.

The unused balances from the following Dedicated Allowances will be reallocated:
- Permits – $2,000,000.00
- Demolition, handling, and removal of materials containing lead-based paint or asbestos – $50,000.00
- Underground utility conflicts – $135,000.00
- Maintenance of Plant Operations-related work – $200,000.00
- Geotechnical and foundation-related work – $100,000.00
- Control room furniture, fixtures, and equipment – $15,000.00

The reallocation of these unused Dedicated Allowance funds will not affect the Contractor's ability to complete the Project because the remaining balances for these Dedicated Allowance Accounts have been determined to be sufficient to cover any anticipated costs associated with these activities. This Change Order does not increase the total Contract amount and is a net-zero monetary adjustment.

Conclusion:
Change Order No. 1 is a net-zero change order that reallocates $2,500,000.00 from existing Dedicated Allowances to replenish the Contract's Contingency Allowance. In addition, Change Order No. 1 extends the Contract duration by 236 calendar days, which results in a revision to the Substantial Completion Date from May 1, 2026 to December 23, 2026, and the Final Completion Date from June 26, 2026 to February 17, 2027.

The reallocation of funds does not increase the total Contract amount and is necessary to provide sufficient contingency funding for the successful completion of the Project.

This Change Order is revocable if not ratified by the Board of County Commissioners. In the event the Board does not ratify this Change Order, the Contractor shall not be entitled to lost profits or any consequential or indirect damages. However, the Contractor 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.

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 25th day of June, 2026 before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh to me personally known to be the Attorney-in-Fact of and for Federal Insurance Company, Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, Liberty Mutual Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 865915
MY COMMISSION EXPIRES NOVEMBER 28, 2029

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 Richard Casas, Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, George F. Douaire V, Derek J. Elston, Kristin L Hannigan, Jennifer L. Jakaitis, Victoria Johnson, Nicholas Kertesz, Tara A. Maquinto, Robert Nachreiner, Roger Paraison, Jean Torres, Sarah Toulouse Ventola, Aerie Walton, Susan A. Welsh, Sandra M. Winsted and Dartonya Wright of Chicago, Illinois**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of May, 2026.**

Rupert HD Swindells, Assistant Secretary

Stephen M Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss

On this 1st day of May, 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 Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
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 June 26, 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

Combined FED-VIG-PI-WFIC-AAIC (rev. 11-19)

TRAVELERS

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

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan A. Welsh** of **CHICAGO**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **June**, **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.***

Liberty Mutual. SURETY

# POWER OF ATTORNEY

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

Certificate No: 8216201-285057

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

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of May, 2026.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of May, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: _____
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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

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

47-SUR-300199-01-0046

BHSI

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

# Power Of Attorney

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

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and NATIONAL INDEMNITY COMPANY**, corporation existing under and by virtue of the laws of the State of Nebraska, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint **Sandra M. Winsted, Susan A. Welsh, Derek J. Elston, Jessica B. Dempsey, Judith A. Lucky-Eftimov, Aerie Walton, Samantha Chierici, Corinne Chapman, Roger Paraison, Kristin L. Hannigan, Jean Torres, Nicholas Kertesz, Dartonya Wright, Tara A. Maquinto** located at **200 East Randolph St, Aon Center of the city of Chicago, State of Illinois** as their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, bid related commitments to include surety consents, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such related writings obligatory in the nature thereof as described herein.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date 17th of September, 2025. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,**

By: _____
David Fields, Executive Vice President

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

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 17th day of September, 2025 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

CAITLIN NICOLE BOYDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2029

_____
Notary Public

I, Ralph Tortorella III, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 26, 2026.

_____
Ralph Tortorella III, Officer

BHSIC, NICO & NLF POA (8 2025)

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 7th Floor, Boston, MA 02110 | (770-625-2516) or by email at BHSIBonds@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

Notify us of a claim: 24-hour toll free number (855) 453-9675, email surety.notices@bhspecialty.com, fax (617)507-8259, or mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

# Exhibit B

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

| No. | Type of Solicit. / Contract Type | Contract No. / Project No. | Project Name | Firm Awarded | Comm. District | Change Order Amount / Change Order Time | Original Contract Amount / Adjusted Contract Amount | Funding Source(s) | Est. Start Date / Est. End Date | Contract Measures | Brief Project Description / Change Order Description |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | County Bid Process; Construc-tion Contract | Contract No. S-930A | ST-2D-A Electrical Distribution Building 3 South District Wastewater Treatment Plant | PCL Construction Inc. | District 8 (Commis-sioner Danielle Cohen Higgins) | $0.00; 236-calendar day time extension | Original Contract Amount $142,232,300.00; Adjusted Contract Amount $142,232,300.00 | WIFIA Loan, Future Subordinate Debt | Notice to Proceed Start Date: 08-08-2022 Completion Date: February 17, 2027 | SBE G/S - 1.34% SBE A/E - N/A SBE Const. - 11.50% CWP Prog. - N/A | This Project consists of furnishing materials, all labor, and all equipment necessary for the construction of a new Electrical Distribution Building 3 at the South District Wastewater Treatment Plant located at 8950 SW 232 Street, Miami, FL 33032 *** Change Order No. 1 grants a 236-calendar day time extension and is a net-zero monetary change that reallocates unused Contract Dedicated Allowances to replenish the Contract's Contingency Allowance. |

MDC012

EXHIBIT C

**From:** Hidalgo-Gato, Alice (SPD)
**To:** Brown, Edith D. (WASD); Hines, Patrick (SPD)
**Cc:** Bernard, Juliette (WASD); Gonzalez, Jose A. (WASD); Colas, Doming (SPD)
**Subject:** RE: S-930A Change Order No. 1 Revised SBE Compliance Review
**Date:** Friday, June 5, 2026 11:13:04 AM
**Attachments:** image001.png
image002.png
image003.png

Good morning Edith,

Project No. S-930A was awarded with a 11.50% Small Business Enterprise – Construction (SBE-Construction) goal and a 1.34% Small Business Enterprise – Goods (SBE-Goods) goal. Resolution No. R-1001-15 requires County contracts with small business measures meet at least 85 percent of the small business goals applicable to the portion(s) of the contract work performed to date before a change order or contract amendment is considered for Board approval.
The prime, PCL Construction, Inc., has been paid $122,975,400, requiring SBE-Construction firms be paid $10,491,329 and SBE-Goods forms be paid $1,383,699 for compliance with Reso. R-1001-15. The SBE-Con firms have been paid $21,552,922 and the SBE-Goods firm has been paid $2,125,290 in compliance with Reso. R-1001-15. Please let us know if additional information is needed.

Regards, Alice

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




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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, June 5, 2026 9:03 AM
**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:** RE: S-930A Change Order No. 1 Revised SBE Compliance Review

Good morning Patrick,

We are preparing Change Order 1 for contract S-930A and are requesting a SBE Change Order Compliance review. The original change order No. 1 was rescinded. A draft copy of the revised change order is attached for your use.

The amount paid to date is for work through April 5, 2026.

| Category | Paid to Date |
|---|---|
| Base Amount | $113,341,896.46 |
| Contingency Allowance | 8,141,768.86 |
| Dedicated Allowance | 1,491,734.94 |
| **Total** | $122,975,400.26 |

Thank you,

**Edith D. Brown, CPA,** Assistant Director
Finance and Compliance
**Miami-Dade County Water and Sewer Department**
786.268.5188 Phone
786.747.8573 Cell
www.miamidade.gov/water
**Connect With Us** on X | Facebook | Instagram

---

**From:** Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>
**Sent:** Friday, July 25, 2025 10:32 AM
**To:** Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>
**Cc:** Bernard, Juliette (WASD) <Juliette.Bernard@miamidade.gov>; Gonzalez, Jose A. (WASD) <Jose.Gonzalez3@miamidade.gov>; Colas, Doming (SPD) <Doming.Colas@miamidade.gov>; Silva, Rita (SPD) <Rita.Silva@miamidade.gov>; Hines, Patrick (SPD) <Patrick.Hines@miamidade.gov>; Johnson, Laurie (SPD) <Laurie.Johnson@miamidade.gov>
**Subject:** RE: S-930A Change Order No. 1 SBE Compliance Review

Good morning Edith,

Project No. S-930A was awarded with a 10.16% Small Business Enterprise – Construction (SBE-Con) goal and a 1.34% Small Business Enterprise – Goods (SBE-Goods) goal. Change Order No. 1 increases the contract value, and the goals will apply to the change order work. Resolution No. R-1001-15 requires County contracts with small business measures meet at least 85 percent of the small business measures applicable to the portion of the contract work performed to date before a change order or contract amendment is considered for Board approval. The prime, PCL Construction, Inc. (PCL), has requisitioned $101,145,320 requiring the SBE-Con firms to have performed $8,734,910 and SBE-Goods firm to have performed $1,152,045 for compliance with Resolution R-1001-15. To date, the SBE-Con

firms have performed $20,321,224 and the SBE-Goods firm has performed $2,049,248 in compliance with Resolution R-1001-15. Please contact me if additional information is needed.

Regards, Alice

**Alice Hidalgo-Gato, CFE,** Section Chief
Strategic Procurement Department
Contract Monitoring and Compliance Section
111 NW 1st Street, 19th Floor
Miami, FL 33128
Office: (305) 375-3153
Cell: (645) 214-4764
Fax: (305) 375-3160
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---

**From:** Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>
**Sent:** Tuesday, July 22, 2025 11:36 AM
**To:** Hines, Patrick (SPD) <Patrick.Hines@miamidade.gov>
**Cc:** Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>; Bernard, Juliette (WASD) <Juliette.Bernard@miamidade.gov>; Bravo, Yanira (SPD) <Yanira.Bravo@miamidade.gov>; Gonzalez, Jose A. (WASD) <Jose.Gonzalez3@miamidade.gov>; Colas, Doming (SPD) <Doming.Colas@miamidade.gov>
**Subject:** S-930A Change Order No. 1 SBE Compliance Review

Hi Patrick,

We are preparing Change Order 1 for contract S-930A 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 June 5, 2025.

| Category | Requisitioned to Date | Paid to Date |
|---|---|---|
| Base Amount | $98,029,941.30 | $94,391,573.30 |
| Contingency Allowance | 1,909,639.95 | 1,904,000.65 |
| Dedicated Allowance | 1,205,738.66 | 1,197,387.50 |
| **Total** | $101,145,319.91 | $97,492,961.45 |

Thank you,

**Edith D. Brown, CPA,** Interim Assistant Director
Contract Compliance and Monitoring
**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**: November 17, 2026

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

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

**Please note any items checked.**

| | |
|---|---|
| _____ | **"3-Day Rule" for committees applicable if raised** |
| _____ | **6 weeks required between first reading and public hearing** |
| _____ | **4 weeks notification to municipal officials required prior to public hearing** |
| _____ | **Decreases revenues or increases expenditures without balancing budget** |
| _____ | **Budget required** |
| _____ | **Statement of fiscal impact required** |
| _____ | **Statement of social equity required** |
| _____ | **Ordinance creating a new board requires detailed County Mayor's report for public hearing** |
| ✓ | **No committee review** |
| _____ | **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)(1)
11-17-26

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-930A BETWEEN MIAMI-DADE COUNTY AND PCL CONSTRUCTION INC. FOR OCEAN OUTFALL LEGISLATION PROGRAM CONSTRUCTION PACKAGE (ST-2D-A) ELECTRICAL DISTRIBUTION BUILDING SOUTH DISTRICT WASTEWATER TREATMENT PLANT, WHICH GRANTS A 236-CALENDAR DAY TIME EXTENSION AND REALLOCATES UNUSED CONTRACT FUNDS TO REPLENISH THE CONTRACT'S CONTINGENCY ACCOUNT

**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-930A for the Ocean Outfall Legislation Program Construction Package (ST-2D-A) Electrical Distribution Building 3 South District Wastewater Treatment Plant between Miami-Dade County and PCL Construction Inc. Change Order No. 1 is a net-zero monetary change that grants a 236-calendar day time extension and reallocates unused Contract funds to replenish the contract's Contingency Account. 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 17th day of November, 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