Memorandum

MIAMI-DADE COUNTY

Date: November 17, 2026

Agenda Item No. 8(O)(2)

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-944 for a 60-inch Force Main (NL-1A) between the Intersections of NE 151st Street & Biscayne Boulevard and NE 163rd Street & NE 8th Avenue with Ric-Man International, 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-944 (the Contract) between Miami-Dade County (the County) and Ric-Man International, Inc. (the Contractor) for the Construction of a 60-inch Force Main between the Intersections of NE 151st Street & Biscayne Boulevard and NE 163rd Street & NE 8th Avenue (the Project). Change Order No. 1 has no additional fiscal impact to the County and is a net-zero monetary adjustment that reallocates unused line items in the amount of $744,537.91. It also grants a 1,159-calendar day non-compensable time extension. The Project has since been successfully completed, and this Change Order will serve as the final Contract closeout.

The Project consists of the installation of 12,500 Linear Feet (LF) of 60-inch concrete Force Main (FM), including two (2) micro-tunnel portions that will serve to increase the capacity of sewage conveyed to the North District Wastewater Treatment Plant (NDWWTP) and will reduce the operating pressure in the County's northern and western service areas. Change Order No. 1 addresses unforeseen soil conditions, utility conflicts, and pipe installation needs during construction of the 60-inch FM. The time extension primarily accounts for the evaluation and redesign of the micro-tunneling needed beneath the FEC railroad at NE 151st Street and Biscayne Boulevard, as well as utility coordination, permitting and tree mitigation requirements, adverse weather, crew shortages, and other construction-related impacts. Following extensive evaluation of alternative methods for the completion of the micro-tunneling, the Contractor was directed to pursue an alternative method for crossing NE 151st Street and Biscayne Boulevard using Horizontal Directional Drilling (HDD). While the design for the installation was completed, WASD determined that the installation work would be more appropriately procured through a separate competitive solicitation to ensure the County receives the best value. Consequently, WASD will procure the HDD crossing of NE 151st Street and Biscayne Boulevard under a new competitive solicitation.

As part of its $9.3 billion Multi-year Capital Improvement Program, WASD is investing in the hardening of critical infrastructure systems to be able to maintain operations throughout severe weather events, future-proofing infrastructure and ensuring uninterrupted service for the County.

Recommendation

It is recommended that the Board ratify Change Order No. 1 to the Contract. Change Order No.1 is a net-zero monetary adjustment to the Contract that re-allocates unused line items in the amount of $744,537.91 and grants a 1,159-calendar day non-compensable time extension. A copy of Change Order No. 1 is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

Scope

The Project is being performed between the intersections of NE 151st Street & Biscayne Boulevard and NE 163rd Street & NE 8th Avenue, which is located along Commission District 2 and Commission District 4, which are represented by Commissioner Marleine Bastien and Commissioner Micky Steinberg, respectively.

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

Fiscal Impact/Funding Source
Change Order No. 1 to the Contract has no additional fiscal impact to the County because it constitutes a net-zero monetary adjustment achieved through the reallocation of existing unused contract balances.

Track Record/Monitoring
WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of Change Order No. 1 to the Contract.

Background
The Contract was awarded to the Contractor on November 20, 2020 and ratified by the Board on March 2, 2021, via Resolution No. R-175-21. The total Contract award was $28,527,995.49, with a Contingency Allowance of $2,436,105.80, and a Contract duration of 510 calendar days, including a 51-calendar day Contingency Time Allowance.

The Notice to Proceed was issued on May 24, 2021, which established August 17, 2022 as the Contract's Substantial Completion Date and October 16, 2022 as the Final Completion Date. WASD granted 51-calendar days through the Contract's Contingency Time Allowance, which extended the Substantial Completion to October 7, 2022 and the Final Completion Date to December 6, 2022. Change Order No. 1 grants a 1,159-calendar day non-compensable time extension, which extends the Contract's Substantial Completion Date from October 7, 2022 to December 9, 2025 and the Final Completion Date from December 6, 2022 to February 7, 2026. The Project has been successfully completed. 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.

The total cost of the work authorized under Change Order No. 1 is $744,537.91. This amount is fully offset through the reallocation of unused Contract balances, including $588,395.33 from the permitting line item and $156,142.59 from the City of North Miami Beach Drainage Improvements line item. Accordingly, Change Order No. 1 results in a net-zero monetary adjustment and authorized the following work:

Additional Sheeting and Shoring - $215,484.72
During construction, the Contractor encountered several locations with sandy soil conditions that were not identified in the Contract Documents and required additional sheet piling beyond the original bid quantities. The extra sheeting was necessary to ensure a safe working environment and to protect adjacent utilities and roadway pavement. The original bid included 2,000 square feet (SF) of sheeting and shoring at $22.00 per SF. The Contractor installed an additional 9,794.76 SF of sheeting and shoring to safely complete the Project at the original bid unit price of $22.00 per SF.

Thrust Block Conflict - $209,273.02
During preparation for the installation of the FM heading South on NE 17th Avenue, the Contractor exposed an existing thrust block affixed to an adjacent 18-inch asbestos concrete pipe (ACP) FM shown on the plans. The thrust block conflicted with the proposed 60-inch FM alignment. In addition, its close proximity to the Project posed a risk because ACP is fragile and prone to cracking. To mitigate risk, the EOR redesigned this section and shifted the 60-inch FM alignment south to avoid the conflict and provide adequate space for sheet piling installation. This redesign required relocating a portion of an existing 12-inch ACP water main (WM).

The total cost for the relocation of the ACP WM, including demobilization and remobilization, was $327,566.03. The Contractor was previously paid $118,293.01 for the WM relocation through the Contract's Contingency

Allowance. The remaining $209,273.02 for the demobilization and remobilization to bypass the area until the redesign was approved will be funded through the re-allocation of funds in Change Order No. 1.

Florida Power and Light (FPL) Conduit Conflict - $204,585.64
During the installation of the FM at NE 160th Street and NE 15th Avenue, the Contractor encountered a 6-inch FPL conduit that conflicted with the proposed FM elevation. FPL requested a redesign because relocating the conduit would have taken several months. Consequently, the Engineer of Record (EOR) provided a redesign to deflect the pipeline beneath the FPL conduit.

During installation at the redesigned location, the Contractor encountered a second electrical conduit in conflict. The Contractor was instructed to bypass this second conflict to avoid further Project delays. The costs of deflecting the FPL conduits and the associated demobilization and remobilization total $204,585.64.

FPL Duct Bank Conflict - $67,430.87
During the installation of the FM at the intersection of NE 160th Street and NE 14th Avenue, the Contractor discovered that the electrical duct bank shown on the design plans was at a lower elevation than anticipated. The Contractor was instructed to proceed with the installation and deflect the pipe accordingly. The cost for the pipe deflection totals $67,430.87.

Stainless Steel Casing Spacers - $26,180.25
To stabilize the pipe within the casing, the Contractor was directed to install stainless steel casing spacers. While the Contractor's approved line drawings originally indicated the use of raised mortar skids, it was determined that spacers were necessary for proper pipe stability. The cost for the casing spacers totals $26,180.25.

Concrete Slab Conflict - $21,583.41
During the installation of the FM at the intersection of NE 154th Street and NE 18th Avenue, the Contractor had to cross under an 18-inch asbestos concrete pipe (ACP). During excavation, the Contractor uncovered a 6-inch-thick concrete slab covering the 18-inch ACP, which was not shown on the plans. The EOR advised that the existing slab did not require reconstruction. Instead, the Contractor was instructed to use No. 57 rock as backfill with no compaction around the ACP, the cost for this work totals $21,583.41.

Change Order No. 1 grants a 1,159-calendar day non-compensable time extension, which extends the Contract's Substantial Completion Date from October 7, 2022 to December 9, 2025 and the Final Completion Date from December 6, 2022 to February 7, 2026. During construction, multiple delays impacted the Project's critical path, further detailed below:

Micro-Tunnel/Horizontal Directional Drill - 950-calendar day non-compensable time extension
The Contract required the Contractor to install a micro-tunnel beneath the FEC railroad at Biscayne Boulevard and NE 151st Street in the City of North Miami Beach. During permit activities for the FPL duct bank relocation, it was discovered that the utility permit had expired. This delay initiated a chain of events that further impeded progress on the Project.

Exploratory efforts to validate the location of the proposed micro-tunnel launch pit revealed a 48-inch FM immediately adjacent to the planned shaft, which prevented installation of the required sheet piling. The original design did not account for the restricted shaft dimensions and, accordingly, necessitated multiple design revisions. Ultimately, the micro-tunnel design was amended, and the proposed launch shaft was relocated with a revised micro-tunnel alignment requiring additional linear feet of pipe.

Several meetings were subsequently held with the Contractor, the Miami-Dade Department of Transportation and Public Works (DTPW), the SoleMia Homeowners Association, and WASD to coordinate the construction of the revised micro-tunnel alignment. The Contractor devoted additional efforts to present viable solutions. Despite these efforts, no feasible solution was identified, and it was determined that the micro-tunnel installation would create a traffic burden that could not be mitigated.

As a result, the Contractor was directed to pursue an alternative method for crossing NE 151st Street and Biscayne Boulevard using HDD. The Contractor subsequently submitted a cost proposal for both the design and installation of the pipe via HDD. The design costs were covered under the Contract's Contingency Allowance; however, WASD determined that the installation work would be more appropriately procured through a separate competitive solicitation to ensure the County receives the best value. Consequently, WASD will procure the HDD crossing of NE 151st Street and Biscayne Boulevard under a new competitive solicitation.

A 950-calendar day non-compensable time extension was approved through Change Order No. 1 to account for the time required to determine the optimal method for installing the pipe beneath the FEC railroad and complete the design.

Thrust Block Conflict— 64-calendar day non-compensable time extension
The redesign, permitting, and relocation of the 12-inch ACP WM adjacent to the thrust block required a time extension of 64-non-compensable calendar days, which was approved through Change Order No. 1.

Tree Mitigation Coordination and Permitting— 48-calendar day non-compensable time extension
As per the Contract, the Contractor was required to remove and relocate 18 trees projected to be in direct conflict with the Project. During the tree permitting process with the City of North Miami Beach, it was determined that several additional trees near the proposed installation path, originally expected to be trimmed, would also need to be removed. Additional permit requirements included the removal and relocation of 231 trees and coordination with City of North Miami Beach for inspections.

During these inspections, the City of North Miami Beach arborist confirmed the total number of trees to be removed, evaluated the condition of the remaining trees, reviewed the total canopy square footage to be replaced, and provided a mitigation plan identifying locations for tree replanting. Additional costs of $395,819.18 for review, post-inspections, layout of tree replacements, site visits, verification of tree quantities, and tree removal and relocation were paid through the Contract's Contingency Allowance. The additional 48-calendar day non-compensable time extension was approved through Change Order No. 1.

FPL Ductbank Relocation— 42-calendar day non-compensable time extension
The Contract established a Dedicated Allowance of $400,000 for the relocation of an FPL duct bank at the intersection of Biscayne Boulevard and NE 15th Street. This Dedicated Allowance was an estimate and subject to adjustment based on field conditions. Several factors contributed to the need for additional time and funds to complete the relocation. These included increased coordination with FPL, extending the duct bank design to include additional linear footage, changes to the Maintenance of Traffic (MOT) plan, restrictions on working hours, unsuitable conditions of FPL manholes, and delays in accessing the manholes.

The additional costs incurred for this work totaled $58,059.77, which were paid through the Contract's Contingency Allowance. These factors resulted in a 42-calendar day non-compensable time extension, which was approved through Change Order No. 1.

Adverse Weather Conditions— 30-calendar day non-compensable time extension
The Contractor experienced adverse weather conditions during construction that impacted the Project. The Scope of Work included trench excavation, installation of the 60-inch FM, saw-cutting asphalt with specialized tools, roadway restoration, achieving required densities for backfill and subgrade, and placement of temporary asphalt. These activities were disrupted by rain, which prevented the Contractor from safely performing outdoor work.

The Contractor requested a 30-day non-compensable time extension. WASD reviewed the request and found the 30 days to be justifiable and non-concurrent. The 30-calendar day non-compensable time extension was approved through Change Order No. 1.

Crew Shortage— 19-calendar day non-compensable time extension
During construction, work crews contracted COVID-19, which created a health and safety issue that directly impacted the Project's critical path and schedule, as crews were unavailable to perform work. A 19-calendar day non-compensable time extension was approved through Change Order No. 1.

Exploratory Excavations— 3-calendar day non-compensable time extension
The Contractor was directed to perform exploratory excavations to identify an existing 12-inch FM, a communications ductbank, and an FPL ductbank that were potentially in conflict with the new FM installation. The cost of $20,697.38 was paid through the Contract's Dedicated Allowance for the FPL Ductbank Relocation. Therefore, a 3-calendar day non-compensable time extension was approved through Change Order No. 1 for the time associated with performing these exploratory excavations.

Hinson Park Repairs and Restoration— 2-calendar day non-compensable time extension
The Project area includes Corporal B. Hinson Park. The City of North Miami Beach Parks and Recreation Department requested that the Contractor expedite repairs and finalize restoration in the park and its surroundings for a Veteran's Day event. Additional costs of $11,253.02 for mobilization, repair efforts, and restoration activities within the park were paid through the Contract's Contingency Allowance. The accelerated work required a 2-calendar day non-compensable time extension, which was approved through Change Order No. 1.

Clay Ductbank Conflict— 1-calendar day non-compensable time extension
During the installation of the FM, the Contractor encountered an existing clay duct bank that was not shown on the plans, which prevented the installation of the plug valve manhole at STA 100+96.26. The Contractor had installed trench stabilization equipment, which had to be removed, and the area had to be restored for vehicular traffic while the issue was resolved. To avoid the conflict, the manhole riser was reduced. The Contractor was paid $16,716.66 for the modification of the plug valve manhole riser. Resolving this conflict required a 1-calendar day non-compensable time extension, which was approved through Change Order No. 1.

Small Business Enterprise Measures
The Contract was awarded with a 6.83 percent Small Business Enterprise (SBE) – Construction goal and a 1.98 percent SBE-Goods goal. The Strategic Procurement Department (SPD) reviewed the Contract for compliance with Resolution No. R-1001-15. Resolution No. R-1001-15 requires County contracts with small business measures to meet at least 85 percent of the small business measures applicable to the portion of the contract work performed to date before a change order or contract amendment is considered for Board approval. Resolution No. R-525-17 exempted change orders or contract amendments issued for the sole purpose of a time extension from this requirement. Change Order No. 1 does not increase the contract value. Therefore, Resolution No. R-1001-15 does not apply.

See the SPD correspondence attached hereto as Exhibit C.

Attachments

Roy Coley
Deputy Mayor

EXHIBIT A

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

MIAMI-DADE COUNTY, FLORIDA

WATER AND SEWER

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 1 **CONTRACT NO:** S-944 **DATE:** 7/14/2026

PROJECT TITLE: 60-Inch Force Main (NL-1A) Between the Intersections of NE 151 Street & Biscayne Boulevard and NE 163 Street & NE 8 Avenue

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

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

Description of work authorized: Change Order No. 1 is a net-zero monetary adjustment, which reallocates $744,537.91 of unused Contract funds to address unforeseen issues and conflicts encountered during construction. This Change Order also grants a 1,159-calendar-day non-compensable time extension due to various factors affecting the project's critical path.

Monetary Justification: Contract S-944 (the Contract) was awarded to Ric-Man International, Inc. (the Contractor) on November 20, 2020 for the construction of a 60-inch force main (FM)between the intersections of NE 151st Street & Biscayne Boulevard and NE 163rd Street & NE 8th Avenue (the Project). The Contract award was ratified by the Board of County Commissioners (the Board" on March 2, 2021, via Resolution No. (Continued below)

Time Justification: The Notice to Proceed was issued on May 24, 2021, which established August 17, 2022 as the Contract's Substantial Completion Date and October 16, 2022 as the Final Completion Date. The Miami-Dade Water and Sewer Department granted 51 days through the Contract's Contingency Time Allowance, which extended Substantial Completion to October 7, 2022 and Final Completion to December 6, 2022. (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	$28,527,995.49
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$28,527,995.49
COST OF CHANGES WITH THIS DOCUMENT	$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$28,527,995.49
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	510 / 0 / 1159
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	51 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	1720

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

Accepted By:

Organization	Name	Title	Date
Ric-Man International, Inc.		Contractor	7/16/26
Surety: Arch Insurance Company Bond No. GU1146458	Karolynne Ramirez, Attorney-In-Fact	Surety	July 16, 2026

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)		7/24/26
Approved By: County Mayor		7/22/26
Attested By: Clerk of the Board	Juan Fernandez-Barquin, Clerk of the Court and Comptroller	07/28/2026

Attested by: Olga Valverde
Deputy Clerk: Olga Valverde - e18183

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Time Justification: (Continued)

During construction, multiple delays impacted the Project's critical path:

Micro-tunnel/Horizontal Directional Drill - 950 Days
The Contract required the Contractor to install a micro-tunnel (MT) beneath the FEC railroad at Biscayne Boulevard and NE 151st Street in the City of North Miami Beach (CNMB). During permit activities for the FPL duct bank relocation, it was discovered that the utility permit had expired. This delay initiated a chain of events that further impeded progress on the Project.

Exploratory efforts to validate the location of the proposed MT launch pit revealed a 48-inch FM immediately adjacent to the planned shaft, which prevented installation of the required sheet piling. The original design did not account for the restricted shaft dimensions and, accordingly, necessitated multiple design revisions. Ultimately, the MT design was amended, and the proposed launch shaft was relocated with a revised MT alignment requiring additional linear feet of pipe.

Several meetings were subsequently held with the Contractor, the Department of Transportation and Public Works (DTPW), the SoleMia Homeowners Association, and WASD to coordinate the construction of the revised MT alignment. The Contractor's Project Manager and Superintendent devoted additional effort to present viable solutions. Despite these efforts, no feasible solution was identified, and it was determined that the MT installation would create a traffic burden that could not be mitigated.

As a result, the Contractor was directed to pursue an alternative method for crossing NE 151st Street and Biscayne Boulevard using Horizontal Directional Drilling (HDD). The Contractor subsequently submitted a cost proposal for both the design and installation of the pipe via HDD. The design costs were covered under the Contract's Contingency Allowance; however, WASD determined that the installation costs exceeded the available Contract budget and, therefore, could not be executed under the current Contract. Consequently, WASD will procure the HDD crossing of NE 151st Street and Biscayne Boulevard under a new competitive solicitation.

A 950-day non-compensable time extension will be granted through this Change Order to account for the time required to determine the optimal method for installing the pipe beneath the FEC railroad.

COVID-19 - 19 Days
During construction, work crews contracted COVID-19, which created a health and safety issue that directly impacted the Project's critical path and schedule, as crews were unavailable to perform work. A total of 19 days will be granted through this Change Order.

Adverse Weather Conditions - 30 Days
The Contractor experienced adverse weather conditions during construction that impacted the Project. The Scope of Work included trench excavation, installation of the 60-inch FM, saw-cutting asphalt with specialized tools, roadway restoration, achieving required densities for backfill and subgrade, and placement of temporary asphalt. These activities were disrupted by rain, which prevented the Contractor from safely performing outdoor work.

The Contractor requested a 30-day non-compensable time extension. WASD reviewed the request and found the 30 days to be justifiable and non-concurrent. The 30-day extension will be granted through this Change Order.

FPL Ductbank Relocation - 42 Days
The Contract established a Dedicated Allowance of $400,000 for the relocation of an FPL duct bank at the intersection of Biscayne Boulevard and NE 15th Street. This Dedicated Allowance was an estimate and subject to adjustment based on field conditions. Several factors contributed to the need for additional time and funds to complete the relocation. These included increased coordination with FPL, extending the duct bank design to include additional linear footage, changes to the Maintenance of Traffic (MOT) plan, restrictions on working hours, unsuitable conditions of FPL manholes, and delays in accessing the manholes.

The additional costs incurred for this work totaled $58,059.77, which were paid through the Contract's Contingency Allowance. These factors resulted in a 42-day delay, which will be granted through this Change Order.

Clay Ductbank Conflict- 1 Day
During the installation of the FM, the Contractor encountered an existing clay duct bank that was not shown on the plans, which prevented the installation of the plug valve manhole at STA 100+96.26. The Contractor had installed trench stabilization equipment, which had to be removed, and the area had to be restored for vehicular traffic while the issue was resolved. To avoid the conflict, the manhole riser was reduced. The Contractor was paid $16,716.66 for the modification of the plug valve manhole riser. Resolving this conflict required one day, which will be granted through this Change Order.

Exploratory Excavations - 3 Days
The Contractor was directed to perform exploratory excavations to identify an existing 12-inch FM, a communications ductbank, and an FPL ductbank that were potentially in conflict with the new FM installation. The cost of $20,697.38 was paid through the Contract's Dedicated Allowance for the FPL Ductbank Relocation. A 3-day time extension will be granted through this Change Order for the time associated with performing these exploratory excavations.

Tree Mitigation Coordination and Permitting - 48 Days
As per the Contract Documents, the Contractor was required to remove and relocate 18 trees projected to be in direct conflict with the Project. During the tree permitting process with the CNMB, it was determined that several additional trees near the proposed installation path, originally expected to be trimmed, would also need to be removed. Additional permit requirements included the removal and relocation of 231 trees and coordination with CNMB for inspections.

During these inspections, the CNMB arborist confirmed the total number of trees to be removed, evaluated the condition of the remaining trees, reviewed the total canopy square footage to be replaced, and provided a mitigation plan identifying locations for tree replanting. Additional costs of $395,819.18 for review, post-inspections, layout of tree replacements, site visits, verification of tree quantities, and tree removal and relocation were paid through the Contract's Contingency Allowance. The additional 48 days required will be granted through this Change Order.

Hinson Park Repairs and Restoration - 2 Days
The Project area includes Corporal B. Hinson Park. The CNMB Parks and Recreation Department requested that the Contractor expedite repairs and finalize restoration in the park and its surroundings for a Veteran's Day event. Additional costs of $11,253.02 for mobilization, repair efforts, and restoration activities within the park were paid through the Contract's Contingency Allowance. The accelerated work required an additional two days, which will be granted through this Change Order.

Thrust Block Conflict – 64 Days
As outlined in the Monetary Justification, the redesign, permitting, and relocation of the 12-inch ACP WM adjacent to the thrust block required 64 days, which will be approved through this Change Order.

Monetary Justification: (Continued)

R-175-21. The total Contract award was $28,527,995.49, with a Contingency Allowance of $2,436,105.80, and a Contract duration of 510 calendar days, including a 51-day Contingency Time Allowance.

This Change Order addresses various field conditions and conflicts encountered during construction, as detailed below:

Additional Sheeting and Shoring
During construction, the Contractor encountered several locations with sandy soil conditions that were not identified in the Contract Documents and required additional sheet piling beyond the original bid quantities. The extra sheeting was necessary to ensure a safe working environment and to protect adjacent utilities and roadway pavement. The original bid included 2,000 square feet (SF) of sheeting and shoring at $22.00 per SF. The Contractor installed an additional 9,794.76 SF to safely complete the Project. A total of $215,484.72 will be approved through this Change Order for the additional sheeting and shoring.

FPL Conduit Conflict
During the installation of the FM at NE 160th Street and NE 15th Avenue, the Contractor encountered a 6-inch FPL conduit that conflicted with the proposed FM elevation. FPL requested a redesign because relocating the conduit would have taken several months. Consequently, the Engineer of Record (EOR) provided a redesign to deflect the pipeline beneath the FPL conduit.

During installation at the redesigned location, the Contractor encountered a second electrical conduit in conflict. The Contractor was instructed to bypass this second conflict to avoid further Project delays. A total of $204,585.64 will be approved through this Change Order to cover the costs of deflecting the FPL conduits and the associated demobilization and remobilization.

FPL Duct Bank Conflict
During the installation of the FM at the intersection of NE 160th Street and NE 14th Avenue, the Contractor discovered that the electrical duct bank shown on the design plans was at a lower elevation than anticipated. The Contractor was instructed to proceed with the installation and deflect the pipe accordingly. The cost of $67,430.87 for the pipe deflection will be approved through this Change Order.

Concrete Slab Conflict
During the installation of the FM at the intersection of NE 154th Street and NE 18th Avenue, the Contractor had to cross under an 18-inch asbestos concrete pipe (ACP). During excavation, the Contractor uncovered a 6-inch-thick concrete slab covering the 18-inch ACP, which was not shown on the plans. The EOR advised that the existing slab did not require reconstruction. Instead, the Contractor was instructed to use No. 57 rock as backfill with no compaction around the ACP. The cost of $21,583.41 for this additional work will be approved through this Change Order.

Thrust Block Conflict
During preparation for the installation of the FM heading south on NE 17th Avenue, the Contractor exposed an existing thrust block affixed to an adjacent 18-inch ACP FM shown on the plans. The thrust block conflicted with the proposed 60-inch FM alignment. In addition, its close proximity to the Project posed a risk because ACP is fragile and prone to cracking. To mitigate risk, the EOR redesigned this section and shifted the 60-inch FM alignment south to avoid the conflict and provide adequate space for sheet piling installation. This redesign required relocating a portion of an existing 12-inch ACP water main (WM).

The total cost for the relocation of the ACP WM, including demobilization and remobilization, was $327,566.03. The Contractor was previously paid $118,293.01 for the WM relocation. The remaining $209,273.02 for demobilization and remobilization to bypass the area until the redesign was approved will be funded through this Change Order.

Stainless Steel Casing Spacers
To stabilize the pipe within the casing, the Contractor was directed to install stainless steel casing spacers. While the Contractor's approved line drawings originally indicated the use of raised mortar skids, it was determined that spacers were necessary for proper pipe stability. The cost of $26,180.25 for the casing spacers will be approved through this Change Order.

The total additional costs of $744,537.91 will be offset by reallocating unused balances from Dedicated Allowances for permitting ($588,395.32) and City of North Miami Beach drainage improvements ($156,142.59).

Conclusion
Change Order No. 1 is a net-zero monetary change. This Change Order also grants a 1,159-day non-compensable time extension, which extends the Contract's Substantial Completion Date from October 7, 2022 to December 9, 2025 and the Final Completion Date from December 6, 2022 to February 7, 2026.

WASD acknowledges the Contractor's reservation of rights regarding claims for the compensability of delays and price escalation only, in an amount not to exceed $1,405,696.17 (AACO Nos. 38 and 40), which are currently under review. Such acknowledgment does not constitute an admission of entitlement or liability by WASD.

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 is not entitled to lost profits or other consequential or indirect damages; however, the Contractor remains eligible for payment for any work completed 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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Cristina Pagan, Colette R. Chisholm, Dana Granice, Desiree Cardlin, Fiona Walsh, George O. Brewster, Gerard S. Macholz, Karolynne Ramirez, Katherine Acosta, Louis J. Spina, Michelle Wannamaker, Miranda Peter, Nelly Renchiwich, Robert T. Pearson, Scott Brackenbury, Susan Lupski, Thomas Bean, Vincent A. Walsh and Vishnu Chaitoo of Uniondale, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred and Fifty Million Dollars (150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **21st** day of **April, 2026**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi,** a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

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

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 21, 2026** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of July, 20 26 .

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Exhibit B

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

Type of Solicit. / Contract Type	Contract No. / Project No.	Project Name	Firm Awarded	Comm. District	Change Order Amount / Change Order Time	Original Contract Amount / Adjusted Contract Amount	Funding Source(s)	Est. Start Date / Est. End Date	Contract Measures	Brief Project Description / Change Order Description
County Bid Process; Construc-tion Contract	Contract No. S-944	60-inch Force Main (NL-1A) between the Intersections of NE 151 Street & Biscayne Boulevard and NE 163 Street & NE 8 Avenue	Ric-Man Interna-tional, Inc.	District 4 (Commis-sioner Micky Steinberg) District 2 (Commissi oner Marleine Bastien)	Net-Zero Monetary Change; 1,159-day time extension	Original Contract Amount $28,527,995.49; Adjusted Contract Amount $28,527,995.49	Future WASD Revenue Bonds, WASD Revenue Bonds Sold, Wastewater Connection Charges	Notice to Proceed Start Date: 05/24/2021 Completion Date: 02/07/2026	SBE Goods - 1.98% SBE Services - N/A SBE A/E - N/A SBE Const. - 6.83% CWP Prog. - N/A	This Project is for the construction of a 60-inch Force Main between the intersections of NE 151 Street and Biscayne Boulevard and NE 163 Street and NE 8 Avenue. *** This Change Order No. 1 is a net-zero monetary change and grants a 1,159-day time extension.

MDC010

EXHIBIT C

From: Hidalgo-Gato, Alice (SPD)
To: Brown, Edith D. (WASD)
Cc: Bernard, Juliette (WASD); Gonzalez, Jose A. (WASD); Colas, Doming (SPD); Khadar, Pearle D. (WASD); Keane, Kevin A. (Consultant); Curiel, Juan A. (WASD); Hines, Patrick (SPD)
Subject: RE: S-944 SBE Compliance Review
Date: Tuesday, April 14, 2026 11:21:16 AM
Attachments: image001.png
image002.png
image003.png

Good morning Edith,

Project No. S-944 was awarded with a 6.83% Small Business Enterprise – Construction (SBE-Con) goal and a 1.98% 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. 1 does not increase the contract value, Resolution No. R-1001-15 does not apply. The prime, Ric-Man International, Inc., has been paid $24,329,562 excluding dedicated allowance. To date, the SBE-Con firms were paid $2,033,229 (8%) and the SBE-Goods firm was paid $317,655 (1.3%).

Please contact us if additional information is needed.
Regards,

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



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

From: Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>
Sent: Wednesday, March 18, 2026 12:12 PM
To: Curiel, Juan A. (WASD) <Juan.Curiel@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>; Khadar, Pearle D. (WASD) <Pearle.Khadar@miamidade.gov>; Keane, Kevin A. (Consultant) <Kevin.Keane@miamidade.gov>
Subject: FW: S-944 SBE Compliance Review

Good afternoon Juan,

Could you have someone from the construction management team assist with Alice's request regarding final amounts for S-944.

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
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From: Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>
Sent: Thursday, February 26, 2026 3:22 PM
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>; Khadar, Pearle D. (WASD) <Pearle.Khadar@miamidade.gov>
Subject: RE: S-944 SBE Compliance Review

Good afternoon Edith,

This contract had a 1.98% Goods goal. Ric-Man Int'l proposed to have Corcel provide the following items to meet that goal:

NIGP 65828: Pipe, Cast Iron (Inactive, please see commodity code 658-46 effective January 1, 2016)
NIGP 659: Pipe and Tubing Fittings
NIGP 65930: Connectors
NIGP 65933: Couplings
NIGP 65954: Offsets, Plugs, Pipe Rests
NIGP 67070: Valves, Bronze: Angle, Ball, Check, Gate, Globe, etc.
NIGP 67071: Valves, Butterfly, All Kinds
NIGP 67073: Valves, Flush, All Types; and Parts
NIGP 67075: Valves, Iron Body: Angle, Check, Gate, Globe, etc.

The value of the goal as applied to Base + Contingency of the original contract would equal $530,583.84.
Ric-Man achieved $317,654.92.

What will final payments be for the base and contingency?
Ric Man stated the was insufficient need for these materials and that is why the goods goal was not met.
How can we verify this?

Thanks for your help, Alice

From: Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>
Sent: Friday, February 20, 2026 4:56 PM
To: Hines, Patrick (SPD) <Patrick.Hines@miamidade.gov>
Cc: Bernard, Juliette (WASD) <Juliette.Bernard@miamidade.gov>; Hidalgo-Gato, Alice (SPD) <Alice.Hidalgo-Gato@miamidade.gov>; Gonzalez, Jose A. (WASD) <Jose.Gonzalez3@miamidade.gov>; Colas, Doming (SPD) <Doming.Colas@miamidade.gov>
Subject: S-944 SBE Compliance Review

Good afternoon Patrick,

We are preparing Change Order 1 for contract S-944 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 April 5, 2025. There are no pending requisitions (invoices).

Category	Paid to Date
Base Amount	$22,246,842.62
Contingency Allowance	2,082,718.99
Dedicated Allowance	667,368.54
Total	$24,996,930.15

Thank you,

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

(Revised)

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

DATE: November 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(2)

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)(2)
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-944, CONSTRUCTION OF A 60-INCH FORCE MAIN (NL-1A) BETWEEN THE INTERESECTIONS OF NE 151 STREET & BISCAYNE BOULEVARD AND NE 163 STREET & NE 8 AVENUE, BETWEEN MIAMI-DADE COUNTY AND RIC-MAN INTERNATIONAL, INC., WHICH IS A NET-ZERO MONETARY CHANGE AND GRANTS A 1,159-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. 1 to Contract No. S-944, Construction of a 60-Inch Force Main Between the Intersections of NE 151 Street & Biscayne Boulevard and NE 163 Street & NE 8 Avenue, between Miami-Dade County and Ric-Main International, Inc. Change Order No. 1 is a net-zero monetary change that reallocates $744,537.91 of unused Contract funds to address unforeseen issues and conflicts encountered during construction and grants a 1,159-day non-compensable time extension. A copy of Change Order No. 1 is attached to the accompanying memorandum as Exhibit A.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared the resolution duly passed and adopted this 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