Memorandum

MIAMI-DADE COUNTY

Date: November 17, 2026

Agenda Item No. 8(O)(5)

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-932 for the Clarifiers and High-Level Disinfection (ST-2B) at the South District Wastewater Treatment Plant, with Poole and Kent Company of Florida

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-932 (the Contract) between Miami-Dade County (the County) and Poole and Kent Company of Florida (the Contractor) for the *Clarifiers and High-Level Disinfection (ST-2B) at the South District Wastewater Treatment Plant* (the Project). Change Order No. 1 has no additional fiscal impact to the County and solely grants a 257-calendar day time extension, which consists of 194 compensable days and 63 non-compensable days. The Project has been successfully completed, and this Change Order will serve as the final Contract closeout.

The Project, ratified by the Board via Resolution No. R-647-22, includes the construction of a new clarifier and various improvements to the High-Level Disinfection (HLD) facility and associated treatment process facilities, which will add additional treatment capacity at Miami-Dade Water and Sewer Department's (WASD) South District Wastewater Treatment Plant (SDWWTP). Change Order No. 1 provides for a 257-calendar day time extension associated with late design revisions and permitting actions required to resolve a Heating, Ventilation, and Air Conditioning (HVAC) conflict at the Return Activated Sludge Pump Station No. 3 (RAS PS 3). The conflict was identified during construction due to overlapping work that was being performed under a separate project, Project No. DB18-WASD-02 for the Thickening and Dewatering Building (CD 1.08). In order to rectify the conflict additional design coordination and revisions were necessary because both projects planned to install equipment in the same location. All associated compensable delay costs associated with Change Order No. 1 have been paid from the Contract's Contingency Allowance.

The SDWWTP utilizes a pure oxygen activated treatment system for the primary and secondary treatment of wastewater and HLD prior to disposal through the municipal injection wells. The expansion of the SDWWTP is critical to increasing treatment capacity, accommodating the growing demands of the regional wastewater system, and ensuring continue compliance with State operating permit requirements.

Recommendation

It is recommended that the Board ratify Change Order No. 1 to the Contract. Change Order No. 1 grants a 257-calendar day time extension. A copy of Change Order No. 1 is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

Scope

The Project is being performed at WASD's SDWWTP, located in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Delegation of Authority

The Contract was awarded pursuant to Section 2-8.2.12 of the Code of Miami-Dade County, Florida (WASD's Acceleration Ordinance), which delegates authority to the County Mayor or County Mayor's designee to execute change orders that do not exceed ten percent (10%) of the base contract amount, subject to ratification by the Board.

Fiscal Impact/Funding Source
There is no additional fiscal impact to the County. Change Order No. 1 provides a 257-calendar day time extension, and all associated compensable delay costs have been paid from the Contractor's Contingency Allowance.

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

Background
The Contract was awarded to the Contractor by the Board on July 7, 2022, via Resolution No. R-647-22. The total Contract award was $84,376,200.00, with a Contingency Allowance of $7,374,000.00; a Contract duration of 786 calendar days; and a Contingency Time Allowance of 79 calendar days. The Notice to Proceed was issued on September 26, 2022, which established October 22, 2024 as the Contract's Substantial Completion Date and November 20, 2024 as the Contract's Final Completion Date. During construction, WASD approved 54 calendar days through the Contract's Contingency Time Allowance, which extended the Contract's Substantial Completion Date to December 15, 2024 and the Final Completion Date to January 13, 2025. Through Change Order No. 1, the Contract's Substantial Completion Date was extended from December 15, 2024 to June 27, 2025 and the Final Completion Date from January 13, 2025 to September 27, 2025. Although the Project has been completed, this item is being presented to the Board at this time because the contract closeout process required extended negotiations and the resolution and reconciliation of outstanding contractual matters before the Change Order could be finalized.

The Project experienced the following event that impacted the Contract's critical path and resulted in Change Order No. 1, which is further detailed below:

During construction, a conflict between Project No. DB18-WASD-02 and the Contract was identified. Project No. DB18-WASD-02 required the installation of a Booster Pump System at the mezzanine level of RAS PS 3, including piping, valves, and appurtenances in the existing waste activated sludge (WAS) line as well as variable frequency drive (VFD) controllers in the RAS PS 3 electrical room. Per the Project No. DB18-WASD-02 contract drawings, the VFD controllers were to be installed in the same location as the two new air handling units under Contract No. S-932. To resolve this conflict, a revised electrical room layout was developed, which included outdoor packaged air conditioning units in lieu of the HVAC system proposed in the original Contract Documents. This redesign required new HVAC ductwork and the installation of outdoor AC packaged units serving the control room and building.

The development and implementation of this redesign impacted the Project schedule and required a 257-calendar day time extension. Of these days, 194 are compensable due to late design changes. The total cost associated with this effort is $954,852.00, which includes $276,812.00 for the procurement and installation of the outdoor air conditioning units and $678,040.00 for compensable delay costs, which were negotiated in lieu of the contractual compensable rate of $4,250.00 per day (194 days = $824,500.00) and, therefore, resulted in a $146,460.00 savings to the County. All costs have been paid from the Contract's Contingency Allowance.

Small Business Enterprise Measures
The Contract was awarded with a 6.47% Small Business Enterprise (SBE) - Construction (SBE-Con) goal and an 1.70% SBE-Goods goal. On March 30, 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% 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. Resolution No. R-525-17 exempted change orders or amendments for non-compensable time extensions from this requirement. Change Order No. 1 is for a time extension only, and as such, Resolution No. R-1001-15 does not apply.

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-932 **DATE:** 3/27/2026

PROJECT TITLE: Clarifiers and HLD (ST-2B) South District Wastewater Treatment Plant

TO CONTRACTOR: Poole & Kent Company of Florida 1781 NW North River Drive Miami, Florida 33125

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

Description of work authorized: Change Order No. 1 increases the Contract duration by 257 calendar days due to late design revisions and permitting actions required to resolve a heating, ventilation, and air conditioning (HVAC) conflict at Return Activated Sludge Pump Station No. 3 (RAS PS 3). This conflict arose during construction as a result of interdependencies with work performed under separate Project No. DB18-WASD-02 (CD 1. .08) (Continued below)

Monetary Justification: No additional Contract funds are being added through this Change Order. The cost to resolve the HVAC conflict will be covered using available funds from the Contract's Contingency Allowance.

Time Justification: Contract S-932 (the Contract) was awarded to Poole and Kent Company of Florida (the Contractor) by the Board of County Commissioners (the Board) on July 7, 2022, via Resolution No. R-647-22, for the Ocean Outfall Legislation (OOL) Program Construction Package, Clarifiers and High-Level Disinfection (HLD) (ST-2B) (the Project) at the South District Wastewater Treatment Plant (SDWWTP). (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	$84,376,200.00
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$84,376,200.00
COST OF CHANGES WITH THIS DOCUMENT	$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$84,376,200.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	786 / 0 / 257
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	79 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	1122

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
Poole & Kent Company of Florida	Kevin Smith, Vice President	Contractor	4/8/26
Surety: Travelers Casualty and Surety Company of America & Federal Insurance Company	Nelly Rengifo-Rich, Attorney-in-Fact	Surety	April 6, 2026

Bond No. 107645187 / K41569402

	Title	Name	Date
Approved By:	County Attorney (for legal sufficiency)	Sarah Eglseder Davis	4/23/26
Approved By:	County Mayor		7/17/26
Attested By:	Clerk of the Board	Olga Valverde	07/20/2026

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER

Olga Valverde – e18183 Deputy Clerk

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Description of work authorized: (Continued)

for the Thickening and Dewatering Building. The total number of days being requested through this Change Order is 257 days of which 63 are non-compensable days and 194 are compensable days.

Time Justification: (Continued)

The total Contract award was $84,376,200.00, with a Contingency Allowance of $7,374,000.00, a Contract duration of 786 calendar days, and a Contingency Time Allowance of 79 calendar days.

The Notice to Proceed was issued on September 26, 2022, which established October 22, 2024 as the Contract's Substantial Completion Date and November 20, 2024 as the Contract's Final Completion Date. During construction, Miami-Dade Water and Sewer Department (WASD) approved 54 calendar days through the Contract's Contingency Time Allowance, which extended the Contract's Substantial Completion Date to December 15, 2024 and the Final Completion Date to January 13, 2025.

During construction, a conflict between Project No. DB18-WASD-02 and Contract S-932 was identified. Project No. DB18-WASD-02 required the installation of a Booster Pump System at the mezzanine level of RAS PS 3, including piping, valves, and appurtenances in the existing waste activated sludge (WAS) line, as well as variable frequency drive (VFD) controllers in the RAS PS 3 electrical room. Per the DB18-WASD-02 contract drawings, the VFD controllers were to be installed in the same location as the two new air handling units (AHUs) under Contract No. S-932. To resolve this conflict, a revised electrical room layout was developed, which included outdoor packaged air conditioning units in lieu of the HVAC system proposed in the original Contract Documents. This redesign required new HVAC ductwork and the installation of outdoor AC packaged units serving the control room and building.

The development and implementation of this redesign impacted the project schedule and required 257 calendar days. Of these, 194 days are compensable due to late design changes.

The total cost associated with this effort is $954,852.00, which includes $276,812.00 for the procurement and installation of the outdoor air condition units and $678,040.00 for compensable delay costs, negotiated in lieu of the contractual compensable rate of $4,250.00 per day (194 days = $824,500.00), resulting in a $146,460.00 reduction. All cost will be paid from the Contract's Contingency Allowance.

Conclusion:
Change Order No. 1 increases the Contract duration by 257 calendar days, thereby extending the Substantial Completion Date from December 15, 2024 to June 27, 2025 and the Final Completion Date from January 13, 2025 to September 27, 2025.

This Change Order is revocable if not ratified by the Board of County Commissioners. In the event the Board of County Commissioners does not ratify this Change Order, the Contractor is not entitled to lose profits or other consequential or indirect damages; however, the Contractor is eligible for payment for any work done prior to failure of ratification.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
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 **6th** day of **April**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Katherine Acosta, Thomas Bean, George O. Brewster, Desiree Cardlin, Vishnu Chaitoo, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Amy Ortega, Cristina Pagan, Robert T. Pearson, Miranda Peter, Karolynne Ramirez, Nelly Renchiwich, Vincent A. Walsh, Fiona Walsh and Michelle Wannamaker of Uniondale, New York ----------

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **January, 2026.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **22nd** day of **January, 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 April 6, 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)

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-932	Clarifiers and High-Level Disinfection (ST-2B) South District Wastewater Treatment Plant	Poole and Kent Company of Florida	District 8 (Commis-sioner Danielle Cohen Higgins)	$0.00; 257-calendar day time extension	Original Contract Amount $84,376,200.00; Adjusted Contract Amount $84,376,200.00	Wastewater Renewal Fund, Wastewater Special Construction Fund, Wastewater Connection Charges, WIFIA Loan, Future Subordinate Debt	Notice to Proceed Start Date: 09/26/2022 Completion Date: 09/27/2025	SBE Goods - 1.70% SBE Services - N/A% SBE A/E - N/A SBE Const. - 6.47% CWP Prog. - N/A	This Project includes the construcion of a new clarifier, and improvements to the HLD facility and associated treatment process facilities, which will add additional treatment capacity to SDWWTP. *** Change Order No. 1 grants a 257-calendar day time extension and has no additional fiscal impact to the County.

MDC008

EXHIBIT C

From: Hidalgo-Gato, Alice (SPD)
To: Brown, Edith D. (WASD)
Cc: Bernard, Juliette (WASD); Gonzalez, Jose A. (WASD); Colas, Doming (SPD); Hines, Patrick (SPD)
Subject: RE: S-932 CO No.1 SBE Compliance Review
Date: Monday, March 30, 2026 1:22:14 PM
Attachments: image001.png
image002.png

Good afternoon Edith,

Project No. S-932 was awarded with an 6.47% Small Business Enterprise - Construction (SBE-Con) goal and a 1.70% 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(s) of the contract 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. Since Change Order No. 1 is for a time extension only, R-1001-15 does not apply. Excluding the dedicated allowance, the prime has been paid $76,019,264 and has paid the SBE-Con subcontractors $5,974,472 (7.86%), and the SBE-Goods firm $1,570,020 (2.07%). Please let us know if additional information is needed.
Thank you, 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**





All Lobbyists must register prior to meeting with County Personnel. Register online or in person at Clerk of

the Board (COB), 111 NW First Street, 17th Floor. The COB may be contacted at (305) 375-5137.

From: Brown, Edith D. (WASD) <Edith.Brown@miamidade.gov>
Sent: Friday, March 27, 2026 4:24 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-932 CO No.1 SBE Compliance Review

Good afternoon Patrick,

We are preparing Change Order 1 for contract S-932 and are requesting a SBE Change Order Compliance review. A draft copy of the change order is attached for your use.

The amount requisitioned to date is for work through September 25, 2025.

Category	Paid to Date
Base Amount	$73,738,799.92
Contingency Allowance	2,280,463.90
Dedicated Allowance	1,334,589.00
Total	$77,353,852.82

Thank you,

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

Please consider the environment before printing this email.

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure.

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)(5)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(5)
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-932 BETWEEN MIAMI-DADE COUNTY AND POOLE AND KENT COMPANY OF FLORIDA FOR THE CLARIFIERS AND HIGH-LEVEL DISINFECTION (ST-2B) AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT, WHICH CHANGE ORDER NO. 1 GRANTS A 257-DAY TIME EXTENSION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically, approval of the Change Order No. 1 to Contract No. S-932 for the Clarifiers and High-Level Disinfection (ST-2B) at the South District Wastewater Treatment Plant, between Miami-Dade County and Poole and Kent Company of Florida. Change Order No. 1 grants a 257-day time extension associated with late design revisions and permitting actions required to resolve a heating, ventilation, and air conditioning (HVAC) conflict at the Return Activated Sludge Pump Station No. 3 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