

Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Subject: Amendment Number One to the Consent Decree, Design-Build Contract for Sludge Thickening and Dewatering Buildings

Agenda Item No. 8(O)(2)

Resolution No. R-615-23

Executive Summary

This item seeks approval from the Board of County Commissioners (the “Board”) to amend a contract between Miami-Dade County (the “County”) and Poole & Kent Company of Florida (“P&K”) to authorize extra work necessary to meet Consent Decree (CD) requirements and objectives for the sludge thickening and dewatering buildings at the South District Wastewater Treatment Plant (“SDWWTP”) and Central District Wastewater Treatment Plant (CDWWTP).

The extra work entails design and construction activities not originally included in the Design Criteria documents, as a result of a revision in solid loading projections, design parameters adjustments, and additional unforeseen conditions including drainage piping, supervisory control and data acquisition (“SCADA”), and electrical provision modifications. The Design Criteria documents were originally developed in 2014 when the Miami-Dade Water and Sewer Department (“WASD”) planned for a new wastewater treatment plant. Therefore, the design components for CDWWTP and SDWWTP anticipated significantly less flow than is currently experienced. Since then, the West District Plant has been deferred until 2040 and capacity has been maximized at the existing plants.

This amendment increases the total Contract amount by \$13,950,070.00 and provides a time extension of 437 compensable days for the SDWWTP project site and 380 compensable days for the CDWWTP project site.

Recommendation

It is recommended that the Board approve Amendment Number One to Contract 19PKCOF002 between the “County and P&K, increasing the Contract Amount from \$195,555,440.00 to \$209,505,510.00 and providing a 437-day compensable time extension for the SDWWTP project site and a 380-day compensable time extension for the CDWWTP project site. This item has been prepared and recommended by the WASD. A copy of Amendment Number One is attached as Exhibit 1.

Scope

The Contract consists of two project sites. The CDWWTP project site is located at 3989 Rickenbacker Causeway, Miami, Florida 33160, which is within District 7 represented by Commissioner Raquel A. Regalado. The SDWWTP is located at 8950 S.W. 232 Street, Miami, Florida 33170, which is within District 8, represented by Commissioner Danielle Cohen Higgins.

Delegation of Authority

Pursuant to Section 2-8.2.12 of the Miami-Dade County Code, the County Mayor or County Mayor's designee has been authorized to negotiate and settle claims, waive liquidated damages, and execute change orders that do not exceed ten percent (10%) of the base contract amount. The Amendment does not alter such delegation.

Fiscal Impact/Funding Source

The fiscal impact of Amendment Number One to the County is \$13,950,070.00, which WASD has determined is a fair and reasonable amount for the additional work described in Exhibit 1.

Funding will be provided from Wastewater Treatment Plants –Consent Decree Projects #964120 Adopted FY 2022-2023 Budget and Multi-Year Capital, Volume 3, Page 90.

The funding sources are: Future WASD Revenue Bonds, WASD Revenue Bonds Sold and Wastewater Renewal Fund. See attached Exhibit 2.

Track Record/Monitor

WASD's Deputy Director, Planning Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of Amendment Number One.

Background

On May 5, 2020, the Board approved, via Resolution R-410-20, a Design-Build Contract with P&K to provide design-build services for the design and construction of the Sludge Thickening and Dewatering Buildings at the SDWWTP and the CDWWTP. The total contract amount was \$195,555,440.00, including contingencies and dedicated allowances. A contract term was identified for each wastewater treatment plant project site, establishing the following Contract completion dates:

Project Site	Contract Term (calendar days)	Substantial Completion Date	Final Completion Date
SDWWTP	1,029-days with a 120-day contingency	December 31, 2022	April 30, 2023
CDWWTP	1,086-days with a 120-day contingency	February 26, 2023	June 26, 2023

During the implementation of the Project, numerous unanticipated incidents were identified that impacted the design and construction scope of work. These incidents added extra work that was originally not included within the Design Criteria documents and consequently depleted the funds within the Contract's contingency allocation. As further described in Exhibit 1, the extra work included additional engineering evaluations at both project sites due to solid loadings and other design parameters revisions as well as drainage piping, pump station design, SCADA, and electrical provision modifications that have been determined as necessary to meet CD requirements and to fulfill the intent of the project.

Accordingly, this amendment makes the following Contract changes:

1. Increases the total Contract amount by \$13,950,070.00.
 - o \$1,485,600.00 (equivalent to ten percent of the design cost) to replenish the Contract's Design Contingency Allowance

- \$8,155,800.00 (equivalent to five percent of construction cost) to replenish the Contract's Construction Contingency Allowance
 - \$1,040,670.00 to pay for design changes identified in Exhibit 1
 - \$1,748,000.00 to compensate P&K for the SDWWTP project site's time extension.
 - \$1,520,000.00 to compensate P&K for the CDWWTP project site's time extension
2. Grants compensable time extensions for both project sites, establishing the following revised Contract completion dates:

Project Site	Time Extension (calendar days)	Revised Substantial Completion Date	Revised Final Completion Date
SDWWTP	437-days	March 12, 2024	July 10, 2024
CDWWTP	380-day	March 12, 2024	July 10, 2024

Small Business Enterprise Measures (SBE)

The Contract was awarded with the following SBE goal participation measures:

- SBE -Architecture and Engineering 14.00%
- SBE – Goods and Services 2.00%
- SBE- Construction 9.43%
- Community Workforce Program 10.00%

On May 9, 2023, the Internal Services Department's Small Business Development (SBD) Division reviewed the Contract for compliance and determined that P&K is in compliance with the SBD requirements. See the SBD memorandum, attached hereto as Exhibit 3.

Due Diligence

Pursuant to Resolution No. R-187-12, and in accordance with the Strategic Procurement Department's guidelines, WASD exercised due diligence to determine contractor responsibility for P&K. There have been no violations on record for the last three years.



Jimmy Morales
Chief Operations Officer

EXHIBIT 1

**AMENDMENT NUMBER ONE
BETWEEN
MIAMI-DADE COUNTY
AND
POOLE & KENT COMPANY OF FLORIDA
PROJECT NO. DB18-WASD-02; CONTRACT NO. 19PKCOF002**

PROJECT TITLE: DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SDWWTP) AND THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT (CDWWTP) SLUDGE THICKENING AND DEWATERING BUILDINGS – PROJECT NO. DB18-WASD-02; CONTRACT NO. 19PKCOF002,

DESIGN-BUILDER: POOLE & KENT COMPANY OF FLORIDA
Patrick Carr
patrickc@pkflorida.com
1781 N.W. 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.

BACKGROUND/DESCRIPTION OF WORK:

On June 12, 2020, the County and Poole & Kent Company of Florida (Design-Builder) entered into a Design-Build Contract (Contract) to provide design-build services for the construction of the Consent Decree (CD) Project for the South District Wastewater Treatment Plant, (SDWWTP) and the Central District Wastewater Treatment Plant, (CDWWTP) Sludge Thickening & Dewatering Buildings. The total contract amount for both the SDWWTP and the CDWWTP including contingencies and dedicated allowances accounts was \$195,555,440.00. The contract term for each wastewater treatment plant was different. The total contract term for the SDWWTP was 1,029 calendar days with a 120-calendar day contingency allowance. The total contract term for the CDWWTP was 1,086 calendar days and a 120-calendar day contingency allowance. The Notice to Proceed was issued on July 6, 2020, establishing December 31, 2022, as the Contract's Substantial Completion date and April 30, 2023, as the contract's Final Completion date for the SDWWTP, and February 26, 2023, as the contract's Substantial Completion date and June 26, 2023 as the contract's Final Completion date for the CDWWTP.

AMENDMENT NUMBER ONE

This Amendment Number One takes three necessary actions:

- It increases the total Contract amount by \$13,950,070.00 from \$195,555,440.00 to \$209,505,510.00. Of this \$13,950,070.00, \$1,485,600.00 (ten percent of design cost) will be used to replenish the Contract's Design Contingency Allowance, \$8,155,800.00 (five percent of construction cost) will be used to replenish the Contract's Construction Contingency Allowance, \$1,040,670.00 will be used to pay for additional design changes identified below, \$1,748,000.00 will be used to compensate the Design-Builder for the SDWWTP Project site's 437-day time extension included in this Amendment Number One and \$1,520,000.00 will be used to compensate the Design-Builder for the CDWWTP Project site's 380-day time extension included in this Amendment Number One.

- It grants a 437-day compensable time extension to the SDWWTP project site which extends the Substantial Completion Date from December 31, 2022 to March 12, 2024 and the Final Completion Date from April 30, 2023 to July 10, 2024.
- It grants a 380-day compensable time extension to the CDWWTP project site which extends the Substantial Completion Date from February 26, 2023 to March 12, 2024 and the Final Completion Date from June 26, 2023 to July 10, 2024.

During the execution of the Project, there were thirteen (13) incidents approved through the Contracts Contingency Allowance Accounts (both design and construction), which resulted in the depletion of the funds, as follows:

1. Comprehensive Engineering Evaluation of the New CDWWTP and SDWWTP Thickening & Dewatering facilities due to Modification of the Design Criteria Package - (Total Amount Approved-\$502,240.00)
2. Construct Berm and Drainage Piping for Drying Bed 8 at the SDWWTP project Site- (Total Amount Approved -\$658,441.42)
3. Additional TSS Meter Devices at Centrate Wet Well Discharge Pipe at the CDWWTP Project site- (Total Amount Approved \$102,394.00)
4. Additional Electrical Site Work for Future Connection to the EDB-2 Building at the CDWWTP- (Total Amount Approved \$385,398.00)
5. SDWWTP Revision to General Improvements Due to Revised Solids Loadings- (Engineering and Material Cost Only) - (Total Amount Approved \$285,000.00)
6. SDWWTP In-Line Booster Pump Station for Waste Activated Sludge Design Services Only NTE - (Total Amount Approved -\$336,000.00) There is a pending amount of \$202,108.00 for Design that requires to be approved through Amendment Number One, since the Design Contingency Allowance is already exhausted.
7. SCADA System Design Modifications at the SDWWTP- (Total Amount Approved \$962,049.00)
8. SCADA System Design Modifications at the CDWWTP- (Total Amount Approved \$1,124,579.00)
9. Additional 480V Electrical Provisions for Outdoor Connection at the SDWWTP-(Total Amount Approved \$260,082.00)
10. Additional 480V Electrical Provisions for Outdoor Connection at the CDWWTP-(Total Amount Approved \$417,214.00)
11. SDWWTP Revision to General Improvement Due to Revised Solids Loadings- (Remaining of Engineering and Construction Cost) - (Total Amount Approved \$73,171.00)
12. Additional Electrical Work for Future Connection to the OOL Project at the SDWWTP- (Total Amount Approved \$287,346.00 for construction only) There is a pending amount of \$57,033.00 for Design that requires to be approved through Amendment Number One since the Design Contingency Allowance is already exhausted.
13. Relocation of the Electrical Provisions for Future Connection to the EDB-2 Building at the CDWWTP- (Total Amount Approved \$195,308.00)

This Project is still ongoing and other unforeseen conditions may arise that may require additional design and construction efforts. As a result, the Contract's Contingency Allowances should be replenished so that any unforeseen work, is duly funded to avoid delays in the completion of the Project.

Also, there is additional work needed that was not included in the Design Criteria Package (DCP), and which design has already been approved and incorporated into the Project scope. Since the Design Contingency Allowance was fully depleted, there is a pending balance of \$1,040,670.00 for the additional design work that needs to be paid to the Design-Builder through this Amendment Number One. That money is part of the \$13,950,070.00 that is being approved through this Amendment Number One.

The additional design work which will be paid through this Amendment Number One with the additional \$1,040,670.00 is for the following:

- **Additional Electrical Work Design for Future Connection to the Ocean Outfall Legislation Program, (OOL) Project (SDWWTP) –**

This is to cover the cost for providing additional electrical underground infrastructure for the future connection of the Thickening and Dewatering facility to the proposed Electrical Building No. 2 project, (EDB-2), to avoid potential disruptive work that would be more costly and invasive to do later. The total approved cost for this work was \$344,379.00. The breakdown of payment was \$287,346.00 for construction, which was already paid through the Construction Contingency Allowance Account, and the remainder \$57,033.00 for design, which will be paid through this Amendment Number One.

- **Revised WAS Design Criteria (CDWWTP)**

As part of the system requirements for the Waste Activated Sludge (WAS) Booster Pump Station(s), (WAS Booster PS), the Design-Builder presented the design of a submersible type of booster pump station. The design concept of a submersible type WAS Booster PS, in a wet well, was rejected by WASD, due to operational reliability, maintenance and control scheme for the overall WAS transfer system. As a result, the Design-Builder was directed to proceed with the design and construction of an Inline type of WAS Booster PS, issued by the Program and Construction Management Consultant (PMCM), which is the firm providing the construction management services for the Contract. The Contract provides for a Two-Step Process (Step1-Design and Step 2-Construction) when substantial design work is required for a proposed change. The Design-Builder submitted a design cost proposal (Step 1) for the Lump Sum amount of \$576,346.00. After a proposal evaluation process between the Design-Builder, the PMCM, and the County, the parties agreed to a cost of \$576,346.00, with no time extension to provide the additional design work. This \$576,346.00 will be paid through this Amendment Number One.

- **Revision to General Improvement Due to Revised Solids Loadings – Design Cost (CDWWTP)**

This is to cover the cost of additional work requested by WASD, due to a revision to the design criteria, that is essential and necessary for the new facility and that would be more costly and invasive to perform later if the expansions were needed in the future. Based on this determination PMCM issued a Request for Proposal (RFP-007) and instructed the Design-Builder to proceed with the implementation of this additional work. The cost proposal (Step-1) was reviewed and recommended by PMCM to be completed for \$118,067.00 with no time extension. This cost for the Step-1 proposal will be paid through this Amendment Number One.

- **SDWWTP_RFP-006/REV-2_In-Line Booster Pump Station for WAS Design Services Only (Step 1 Remaining Balance Design Cost)**

WASD approved, through the Contract's Design Contingency Allowance Account (CA-005), a not-to-exceed (NTE) change for \$336,000.00 for the design and engineering efforts of a new In-Line Waste Activated Sludge Booster Pump Station (WAS Booster PS) for the New Thickening and

Dewatering Facilities at the SDWWTP. The change was approved to expedite the design effort to minimize any schedule impacts to the project, while the Step 1 cost proposal total price was negotiated. The approved Contingency Allowance allocation provided that upon agreement of final Amendment Number One pricing by all parties, a separate RFP was to be presented for the remaining balance of work. Therefore, this change is needed to cover the remaining balance of the Step 1 work as agreed to by the Design-Builder and the County in the remaining amount of \$202,108.00, (\$538,108.00 – \$336,000.00 already paid = \$202,108.00), which will be paid through this Amendment Number One.

- **Dedicated Roof Stormwater Runoff System for New Thickening and Dewatering Building (CDWWTP) - (Step 1 Only)**

As part of the permit process for the CDWWTP Thickening and Dewatering project, the Design-Builder submitted a required Class VI Stormwater Permit Application, (Class VI Permit) to the Miami-Dade County Regulatory and Economic Resources Department (RER). The proposed design included in the Class VI Permit application complied with the DCP, which was already approved by the Florida Department of Environmental Protection Agency (FDEP). RER rejected the permit application and asked the Design-Builder to modify the design by isolating the roof drains from the Thickening and Dewatering Building to a separate storm drain system. After multiple meetings with RER and to ensure receipt of the permit, WASD decided to proceed with the design requested by RER and instructed PMCM to request a proposal from the Design-Builder for this additional work. Accordingly, the Design-Builder submitted a design cost proposal, (Step 1) that was reviewed and recommended by PMCM for the lump sum amount of \$87,116.00, which will be paid through this Amendment Number One.

In addition to monies, this Amendment Number One adds compensable time to the Contract. In particular, during construction, there were two (2) incidents that affected the critical path of the project and resulted in the granting of additional compensable time:

- **SCADA System Design Modifications (SDWWTP) - Additive Cost and 437-Day Compensable Time Extension**

The Contract requires the Design-Builder to design and construct a process control and instrumentation system, and a Supervisory Control and Data Acquisition (SCADA) system at the SDWWTP. During the design phase, the County realized that the requirements for these systems, as outlined in the DCP, were inconsistent with current WASD-SCADA Division requirements. This prompted a series of meetings, as this represented a major change in the original design concept proposed by the Design-Builder based on the DCP. After several meetings, the parties agreed to include several modifications to the SCADA design to reach compliance with WASD-SCADA Division requirements. The Cost of this additional work was \$962,049.00 (\$235,671.00 for Design, \$726,378.00 for Construction), and was paid through the Contract Design and Construction Contingency Allowances, respectively.

The Design-Builder submitted a Time Impact Analysis (TIA) showing that, as a result of this additional work, 437 additional calendar days are required to complete this work, as it impacts the critical path of the Project, specifically the Start-up & Testing and Performance Test activities. At the time the additional work was approved and processed through the Contract Contingency Authorization, the Design-Builder requested the delay as compensable, and the PMCM recommended classifying the time impact as an excusable delay, and determining compensability at a later date, to avoid further impacts to the schedule. However, after further review it was confirmed that the 437 days are compensable in accordance with Section 8.C.1.c. of the Contract General Conditions. The time impact identified above totals 437 compensable days and was evaluated and found to be non-concurrent and justifiable.

As a result, through this Amendment Number One, consistent with the terms of the Contract, the County will compensate the Contractor for liquidated indirect costs based on this delay in the amount of \$1,748,000.00 (\$4,000.00 x 437 days). Therefore, the Substantial Completion Milestone No. 1-SDWWTP (S-884), will be extended from December 31, 2022, to March 12, 2024, and the Final Completion Milestone No. 1A-SDWWTP (S-884), will be extended from April 30, 2023 to July 10, 2024.

• **SCADA System Design Modifications (CDWWTP) - Additive Cost and 380-Day Compensable Time Extension**

The Contract requires the Design-Builder to design and construct a process control and instrumentation system, and a Supervisory Control and Data Acquisition (SCADA) system for the CDWWTP. During the design phase, the County realized that the requirements for these systems, as outlined in the DCP, were inconsistent with current WASD-SCADA Division requirements. This prompted a series of meetings, as this represented a major change in the original design concept proposed by the Design-Builder based on the DCP. After several meetings, the parties agreed to include several modifications to the SCADA design to reach compliance with WASD-SCADA Division requirements. The cost of this additional work, \$1,124,579.00 (\$238,073.00 for design and \$886,506.00 for construction), was paid through the Contract Design and Construction Contingency Allowances, respectively.

The Design-Builder submitted a TIA showing that, as a result of this additional work, 380 additional calendar days are required to complete the work, as it impacts the critical path of the project, specifically the start-up & testing and performance test activities. At the time the additional work was approved and processed through the Contract Contingency Authorization, the Design-Builder requested the delay as compensable, and the PMCM recommended classifying the time impact as an excusable delay, and determining compensability at a later date, to avoid further impacts to the schedule. However, after further review it was confirmed that the 380 days are compensable in accordance with Section 8.C.1.c. of the Contract General Conditions. The time impact identified above totals 380 compensable days and was evaluated and found to be non-concurrent and justifiable.

As a result, through this Amendment Number One, consistent with the terms of the Contract, the County will compensate the Contractor for liquidated indirect costs based on this delay in the amount of \$1,520,000.00 (\$4,000.00 x 380 days). Therefore, the Substantial Completion Milestone No. 2-CDWWTP (S-888), will be extended from February 26, 2023, to March 12, 2024, and the Final Completion Milestone No. 2A-CDWWTP (S-888), will be extended from June 26, 2023 to July 10, 2024.

Conclusion:

Amendment Number One to the Contract increases: (1) the Contract amount by \$13,950,070.00; (2) the Contract Duration of the SDWWTP project site by 437 calendar days, and (3) the Contract Duration for the CDWWTP project site by 380 calendar days.

POOLE & KENT COMPANY OF FLORIDA.

SUMMARY OF CONTRACT AMOUNT / TIME

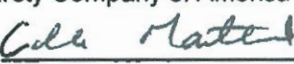
ORIGINAL CONTRACT BASE AMOUNT:	\$177,972,000.00
DESIGN CONTINGENCY AMOUNT (10%)	\$1,485,600.00
CONSTRUCTION CONTINGENCY AMOUNT (5%)	\$8,641,400.00
DEDICATED ALLOWANCE ACCOUNT	\$7,942,040.00
TOTAL CONTRACT AMOUNT	\$195,555,440.00
COST OF CHANGES PREVIOUSLY ORDERED:	\$0
COST OF CHANGES WITH THIS DOCUMENT:	
REPLENISH DESIGN CONTINGENCY	\$1,485,600.00
ADDITIONAL DESIGN CHANGES	\$1,040,670.00
REPLENISH CONSTRUCTION CONTINGENCY	\$8,155,800.00
COMPENSABLE TIME EXTENSION SDWWTP PROJECT SITE	\$1,748,000.00
COMPENSABLE TIME EXTENSION CDWWTP PROJECT SITE	\$1,520,000.00
TOTAL COST OF CHANGES:	\$13,950,070.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE:	\$209,505,510.00
PERCENTAGE INCREASE	7%
ORIGINAL CONTRACT DURATION IN DAYS:	1086 CDWWTP
CONTINGENCY TIME:	1029 SDWWTP
	120 CDWWTP
INCLUDING CONTINGENCY TIME:	120 SDWWTP
	1206 CDWWTP
ADDITIONAL TIME:	1149 SDWWTP
	380 CDWWTP
ADJUSTED CONTRACT DURATION:	437 SDWWTP
	1586 CDWWTP
	1586 SDWWTP

This Amendment Number One includes not only all direct costs of the Design-Builder 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.

Design-Builder 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 this Amendment Number One.

(Signatures on the Next Page)

CERTIFYING STATEMENT: Poole & Kent Company of Florida 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.

<u>Organization</u>	<u>Name</u>	<u>Accepted By:</u>	<u>Title</u>	<u>Date</u>
POOLE & KENT COMPANY OF FLORIDA			Design-Builder	<u>May 10, 2023</u>
Travelers Casualty and Surety Company of America & Federal Insurance Company				
Surety			Surety	<u>May 8, 2023</u>
Camille Maitland, Attorney-In-Fact			Bond No. 107252544 / K40546017	

<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By: County Attorney (for legal sufficiency)	_____	_____
Approved By: County Mayor	_____	_____
Attested By: Clerk of the Board	_____	_____

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 Camille Maitland 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 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, any 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 8th day of May, 2023.




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.

MDC011

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of Florida, County of Miami-Dade)ss.

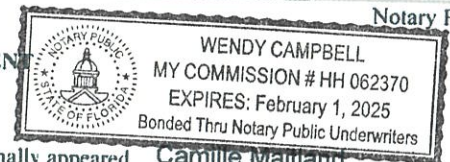
On this 10th day of May in the year 20 23, before me, the undersigned, personally appeared Brian D. MacClugage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

W.C.

Notary Public

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau)ss.



On this 8th day of May in the year 20 23, before me, the undersigned, personally appeared Camille Maitland, personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in Nassau County, New York; that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial Services has, pursuant to Section 1111 of the New York Insurance Law, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Donnamarie A. Kissane

DONNAMARIE A KISSANE Notary Public
Notary Public, State of New York
No. 01K16297783
Qualified in Nassau County
Commission Expires 03/03/2026

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,788,996,790	LOSSES	\$ 1,385,257,132
STOCKS	102,639,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,068	COMMISSIONS	55,458,724
OTHER INVESTED ASSETS	5,661,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	16,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,766	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSES	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,954,515	ADVANCE PREMIUM	3,880,400
NET DEFERRED TAX ASSET	68,131,600	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE AND I	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,586,276
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,866,600	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,055
OTHER ASSETS	963,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	\$ 3,190,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,809,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

MDC012



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 Wisconsin 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, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Vincent A. Walsh, Michelle Wannamaker and Ian Williams 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 7th day of March, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS

On this 7th day of March 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros 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 Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and 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



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
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, Dawn M. Chloros, 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 May 8, 2023



Dawn M. Chloros

Dawn M. Chloros, 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

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF NASSAU

On this May 8, 2023 before me personally came Camille Maitland to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Federal Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Federal Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

DONNAMARIE A KISSANE
Notary Public, State of New York
No 01K16297783
Qualified in Nassau County
Commission Expires 03/03/2026

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
December 31, 2022
(in thousands)

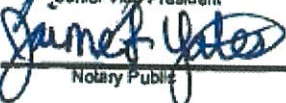
ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 123,147	Outstanding Losses and Loss Expenses	\$ 9,263,034
United States Government, State and Municipal Bonds	3,769,695	Reinsurance Payable on Losses and Expenses	1,723,796
Other Bonds	5,984,508	Unearned Premiums	2,632,590
Stocks	245,498	Ceded Reinsurance Premiums Payable	380,182
Other Invested Assets	1,979,184	Other Liabilities	471,528
TOTAL INVESTMENTS	12,082,042	TOTAL LIABILITIES	14,471,130
Investments in Affiliates		Capital Stock	20,980
Great Northern Ins Co	422,405	Paid-In Surplus	2,711,474
Vigilant Ins. Co	381,723	Unassigned Funds	1,545,403
Chubb Indemnity Ins. Co	185,044	SURPLUS TO POLICYHOLDERS	4,277,657
Chubb National Ins Co	194,379		
Other Affiliates	124,046		
Premiums Receivable	1,859,933		
Other Assets	3,518,415		
TOTAL ADMITTED ASSETS	\$ 18,748,987	TOTAL LIABILITIES AND SURPLUS	\$ 18,748,987

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,832 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2022

Sworn before me this March 16, 2023


Senior Vice President

Notary Public

September 19, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries

EXHIBIT 2

FY 2022 - 23 Adopted Budget and Multi-Year Capital Plan

WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS

PROGRAM #: 964120



DESCRIPTION: Design, construct and rehabilitate infrastructure improvements at wastewater treatment plants to comply with the Federal Environmental Protection Agency (EPA) Consent Decree

LOCATION: Various Sites District Located: Countywide
Throughout Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Future WASD Revenue Bonds	0	29,183	112,261	83,367	31,923	20,597	367	0	277,698
WASD Revenue Bonds Sold	1,030,481	0	0	0	0	0	0	0	1,030,481
Wastewater Connection Charges	8,250	6,339	2,000	0	0	0	0	0	16,589
Wastewater Renewal Fund	11,243	0	0	0	0	0	0	0	11,243
TOTAL REVENUES:	1,049,974	35,522	114,261	83,367	31,923	20,597	367	0	1,336,010
EXPENDITURE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Construction	868,470	162,655	108,537	79,198	30,327	19,565	349	0	1,269,102
Planning and Design	45,795	8,575	5,723	4,168	1,596	1,032	18	0	66,908
TOTAL EXPENDITURES:	914,266	171,230	114,261	83,367	31,923	20,597	367	0	1,336,010

WASTEWATER TREATMENT PLANTS - MISCELLANEOUS UPGRADES

PROGRAM #: 9652061



DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements

LOCATION: Wastewater Treatment Plants District Located: Systemwide
Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Future WASD Revenue Bonds	0	2,160	0	0	0	0	0	0	2,160
WASD Revenue Bonds Sold	2,482	0	0	0	0	0	0	0	2,482
TOTAL REVENUES:	2,482	2,160	0	0	0	0	0	0	4,642
EXPENDITURE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Construction	2,333	2,030	0	0	0	0	0	0	4,363
Planning and Design	149	130	0	0	0	0	0	0	279
TOTAL EXPENDITURES:	2,482	2,160	0	0	0	0	0	0	4,642

Memorandum



Date: May 9, 2023

To: Roy Coley, Director
Miami-Dade Water and Sewer Department

From: Gary T. Hartfield, Director
Small Business Development Division
Internal Services Department

Subject: Project No. DB18-WASD-02, Design-Build for the Construction of SDWWTP and CDWWTP Sludge Thickening and Dewatering Buildings

Change Order No. 1 to Project No. DB18-WASD-02 was reviewed for application of Small Business Enterprise (SBE) measures. The change order increases the contract value and provides for a time extension. The awarded 14% SBE-Architectural & Engineering (SBE-A/E) and 9.43% SBE-Construction Services (SBE-Con) goals are extended to this change order. The 2% SBE-Goods goal will not apply to the Change Order.

The project was reviewed for compliance with the 14% SBE-A/E, 9.43% SBE-Con and 2% SBE-Goods goals, the Responsible Wages and Benefits requirements, the 10% Community Workforce Program goal, Residents First Training and Employment requirement, the Employ Miami-Dade requirement, and Resolution R-1001-15. Resolution R-1001-15 requires 85% of the SBE goal applicable to the portion of the contract work performed to date be met before the Board of County Commissioners (BCC) considers a change order/amendment.

The prime contractor, Poole & Kent Company of Florida (Poole & Kent), has performed/requisitioned \$15,769,368 for the design portion of the contract and \$157,542,223 for the construction portion of the contract, requiring the SBE-A/E firms to have performed \$1,876,554, the SBE-Con firms to have performed \$12,627,796, and the SBE-Goods firms to have performed \$2,678,217 for compliance with Resolution R-1001-15. To date, the SBE-A/E subconsultants have performed \$3,670,440, the SBE-Con subcontractors \$18,440,642 and the SBE-Goods firms \$3,474,017 in compliance with Resolution R-1001-15.

Poole & Kent is in compliance with the Responsible Wages and Benefits programs. There is one subcontractor with an open wage issue that is in the process of correcting the underpayment. Poole & Kent's workforce plan was approved and is currently in compliance with the 10% Community Workforce Program goal, Residents First Training and Employment, and the Employ Miami-Dade requirements. For additional information, please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153.

c: Marisela Aranguiz, Deputy Director, WASD
 Juan Curiel, Assistant Director, Utility Construction, WASD
 James Ferguson, Assistant Director, Planning & Regulatory Compliance, WASD
 Nelson Perez-Jacome, Assistant Director, Utility Engineering, WASD
 Laura Verdaguer, Legislative and Municipal Affairs Special Assistant, WASD
 Margaret Moss, Chief, Small Business Initiatives, WASD
 Edith Brown, Chief, Contract Compliance Division, WASD
 Donna Palmer, SPA 1, WASD



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: 
Gen 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
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)
7-6-23

RESOLUTION NO. R-615-23

RESOLUTION APPROVING THE EXECUTION OF AMENDMENT NUMBER ONE TO DESIGN-BUILD CONTRACT NO. 19PKCOF002, PROJECT NO. DB18-WASD-02, BETWEEN MIAMI-DADE COUNTY AND POOLE & KENT COMPANY OF FLORIDA FOR A PROJECT ENTITLED "DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF THE SDWWTP AND THE CDWWTP SLUDGE THICKENING AND DEWATERING BUILDINGS; INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$13,950,070.00 AND EXTENDING THE CONTRACT TERM 437 DAYS FOR THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SDWWTP) AND 380 DAYS FOR THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT (CDWWTP)"; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS OF SECTION 2-8.2.12(4)(D) AND (E) RELATED TO ACCELERATION OF CERTAIN WATER AND SEWER DEPARTMENT CONTRACTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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:

Section 1. The foregoing whereas clause is approved and incorporated herein.

Section 2. This Board hereby approves the execution of Amendment Number One to Design-Build Contract No. 19PKCOF002, Project No. DB18-WASD-02, between Miami-Dade County and Poole & Kent Company of Florida ("Amendment Number One") in substantially the form attached to the accompanying memorandum and made a part hereof, for a project entitled

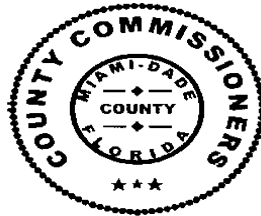
“Design-Build Services for the construction of the SDWWTP and the CDWWTP Sludge Thickening And Dewatering Buildings; increasing the contract by an amount not to exceed \$13,950,070.00 and extending the contract term 437 days for the south district wastewater treatment plant (SDWWTP) and 380 days for the central district wastewater treatment plant (CDWWTP)”;

Section 3. This Board hereby authorizes the County Mayor or County Mayor’s designee to execute Amendment Number One to the Agreement, exercise the provisions contained therein for and on behalf of Miami-Dade County, and to exercise the provisions of section 2-8.2.12(4)(D) and (E) Related to Acceleration of certain Water and Sewer Department contracts.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "AB", is written over a horizontal line.

Angela F. Benjamin