

Memorandum



Date: April 16, 2024

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

Agenda Item No. 8(O)(4)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-325-24

Subject: Resolution Ratifying Change Order No. 1 to Contract S-882R Related to Section 2-8.2.12 of the Miami-Dade County Code, Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance

Executive Summary

The item seeks ratification of the action of the County Mayor or County Mayor's designee approving Change Order No. 1 to Contract S-882R (the "Contract") between Miami-Dade County and Poole & Kent Company of Florida (the "Contractor") to construct the Consent Decree (CD) Project 1.02- Oxygen Production Upgrades at the South District Wastewater Treatment Plant ("SDWWTP") (the "Project"). The Change Order seeks to extend the Contract Final Completion date by 782 days due to delays encountered during the Project.

Originally awarded on October 12, 2018, with a total contract award of \$9,084,330, the Project faced challenges primarily associated with the upgrade of Compressor No. 3 and the integration of Remote Terminal Unit ("RTU") Control Wiring Connections. Additionally, communication difficulties with the electrical components in the Programmable Logic Controller ("PLC") further exacerbated delays, impacting the Contract's critical path.

The scope of work for this Contract has already been satisfactorily completed under budget. There is no net increase to the Contract amount because the Project was completed with more than \$1,000,000 in unutilized funds.

Recommendation

It is recommended that the Board of County Commissioners (the "Board") ratify the action of the County Mayor or County Mayor's designee, which approved Change Order No. 1 to Contract S-882R. The Change Order extends the Project's Substantial Completion date from July 25, 2021 to September 15, 2023 and the Final Completion date from September 23, 2021 to November 14, 2023.

Scope

As shown on Exhibit A, which provides basic information about Change Order No. 1, the Project is located at the South District Wastewater Treatment Plant in District 8, which is represented by Commissioner Danielle Cohen Higgins.

Delegated Authority

The Contract was awarded pursuant to section 2-8.2.12 of the Miami-Dade County Code related to the Miami-Dade Water and Sewer Department ("WASD") Consent Decree and Capital Improvement Program 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 provides for a time extension of 782 days, which will have no fiscal impact on the County.

Track Record/Monitoring

WASD Deputy Director, Planning Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of Change Order No. 1 to Contract S-882R.

Background

Contract S-882R was awarded to the Contractor on October 12, 2018 for CD Project 1.02 – Oxygen Production Upgrades at the SDWWTP. The award was ratified by the Board on February 5, 2019, via Resolution No. R-155-19. The total Contract award was \$9,084,330.00, with a Contingency Allowance of \$764,100.00 and a Contract duration of 840-calendar days for Substantial Completion and 900-calendar days for Final Completion, with a Contingency Time Allowance of 90 days.

Notice to Proceed was issued on January 7, 2019, which established April 26, 2021 as the Contract's Substantial Completion date and June 25, 2021 as the Contract's Final Completion date. During construction, WASD extended the Contract's duration by 90-days due to unforeseen electrical ductbank modifications and compressor piping size changes, which brought the Contract's Substantial Completion date to July 25, 2021 and Final Completion date to September 23, 2021.

The Project encountered delays attributed to the update of Compressor No. 3 and integration of the RTU Control Wiring Connections. In addition, challenges in communication with the electrical components within the PLC were experienced, which impacted the Contract's critical path.

Compressor No. 3 Upgrade

The Contract required an upgrade and overhaul of the existing Compressor No. 3 from 100-ton to 125-ton. This upgrade required the Contractor to remove the gear box from the compressor and send it for upgrades to a Manufacturer's facility whose services were retained by WASD.

The Manufacturer reported that the existing bull gear component installed inside the existing gearbox presented excessive pitting and wearing. It, therefore, recommended that WASD replace the bull gear. WASD concurred with this recommendation.

WASD also requested the Manufacturer conduct a thorough inspection of the other components from the existing Compressor No. 3 because it had been in service for over 20 years. The Manufacturer provided an inspection report, which recommended several upgrades and replacements, including the installation of a new forced lubrications system, a cooling and after cooler system, and other miscellaneous equipment. WASD concurred with the Manufacturer's overall recommendation and procured the additional and new replacement parts.

The Manufacturer estimated that the fabrication and delivery of the needed equipment and parts would take approximately seven (7) months, so a Field Stop Work Order was issued in anticipation of the expected Project delays. Accordingly, a 361-day non-compensable time extension is being added to the Contract through this Change Order due to the Field Stop Work Order and the Contractor's required remobilization activities. The Contractor was compensated \$46,442.00 for remobilization activities through the Contract's Contingency Allowance.

Additional RTU Control Wiring Connections

The Contract required the Contractor to install a new RTU provided by WASD in the Electrical Building and to provide a set of Input/Output (I/O) Loop Drawings that the Contractor would use to complete the control wiring of the new electrical equipment and RTU.

During construction, the Project experienced a 359-day delay caused by: the late delivery of the RTU to the site, and additional field work needed to perform control wiring connections from the RTU to the new electrical equipment in lieu of the development of the I/O Loop Drawings.

A 359-day non-compensable time extension is being added through this Change Order due to the additional field work needed to perform control wiring connections from the RTU to the new electrical equipment. The Contractor was compensated \$22,527.00 through the Contract's Contingency Allowance for this work.

Delayed PLC Electrical Components

Per the Contract, WASD was required to furnish the Contractor with a new PLC panel that contained the electrical components and communication controls for the rehabilitated Compressor No. 3.

However, the input/output cards on the PLC panel provided by WASD presented communication issues between the panel and Compressor No. 3. A 62-day non-compensable time extension is being added to the Contract through this Change Order for the time required to ensure proper communication between the PLC panel and Compressor No. 3.

Conclusion

Change Order No. 1 to the Contract grants a 782-day time extension to the Contract, thereby moving the Substantial Completion date from July 25, 2021 to September 15, 2023 and the Final Completion date from September 23, 2021 to November 14, 2023.

Small Business Enterprise Measures

On January 17, 2024, the Office of Small Business Development ("SBD") reviewed Contract S-882R for application of Small Business Enterprise ("SBE") measures. The Project was reviewed for compliance with the 17.46 percent SBE-Construction (Con) goal, the 4.8 percent SBE-Goods (G) goal, the Responsible Wages and Benefits program, and the Community Workforce Program (CWP).

Change Order No. 1 is for a time extension only, as such Resolution No. R-1001-15 does not apply. SBD found the Contractor in compliance with both the SBE-Con and SBE-G goals and the Responsible Wages and Benefits requirements. Compliance with the ten percent CWP goal will be reviewed at Project closeout. See the SBD memorandum, attached hereto as Exhibit B.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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A copy of Change Order No. 1 to Contract S-882R is attached hereto as Exhibit C.

Attachments



Jimmy Morales
Chief Operations Officer

Exhibit A

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

No.	Type of Solicit.	Contract No.	Project Name	Firm Awarded	Comm. District	Change Order Amount	Original Contract Amount	Funding Source(s)	Est. Start Date	Contract Measures	Brief Project Description
	Contract Type	Project No.				Change Order Time	Adjusted Contract Amount		Est. End Date		Change Order Description
MDC005 1	County Bid Process; Construction Contract	Con-tract No. S-882R	CD 1.02 Oxygen Production Upgrades SDWWTP	Poole & Kent Company of Florida	District 8 (Daniel-Cohen Higgins)	(\$0) 782-day time extension	Original Contract Amount \$9,084,330.00; Adjusted Contract Amount \$9,084,330.00	Future WASD Revenue Bonds, WASD Revenue Bonds Sold, Wastewater Renewal Fund	Notice to Proceed Start Date: 01/07/2019 Completion Date: 11/14/2023	SBE Const. - 17.46%; SBE Goods & Services - 4.8%; CWP Program 10.00%	This project is for the construction of the Oxygen Production Upgrades required under the Consent Decree at the South District Wastewater Treatment Plant (SDWWTP), 8590 S.W. 232 Street, Miami, FL 33190. *** This Change Order extends the Contract Final Completion date by 782 days.

Memorandum



Date: January 17, 2024

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

From: Gary T. Hartfield, Director
Office of Small Business Development

A blue ink handwritten signature, likely of Gary T. Hartfield, written over the 'From' field.

Subject: Project No. S-882R, CD1.02 Oxygen Production Upgrades SDWWTP

Change Number One to Project No. S-882R was submitted to the Office of Small Business Development to review for application of Small Business Enterprise (SBE) measures. Change order one is for time extension only. The contract was awarded with a 17.46% SBE – Construction (SBE-Con) goal and a 4.8% SBE-Goods (SBE-G) which will remain the same.

Project No. S-882R was reviewed for compliance with the 17.46% SBE-Con goal, the 4.8% SBE-G goal, the Responsible Wages and Benefits program and the Community Workforce Program. Resolution No. R-1001-15 requires County Contracts with small business measures meet at least 85% Percent of the small business goals applicable to the portion(s) of the contract work performed to date before change order of contract amendment is considered for Board approval. Resolution R-525-17 exempted change orders or amendments for non-compensatory time extensions from this requirement. Change Order No. One is for a time extension only, as such R-1001-15 does not apply.

The contract was awarded to Poole & Kent Company of Florida (Poole & Kent) for a total of \$9,084,330. The SBE-Con firms have been paid \$1,749,510.68 equal to 19.26% of the contract award amount and the SBE-G firms have been paid \$1,238,670.71 equal to 13.63% of the contract award amount. Poole and Kent are in compliance with both the SBE-Con and SBE-G goals and the Responsible Wages and Benefits requirements. Compliance with the 10% CWP goal will be reviewed at project closeout. Please contact Alice Hidalgo-Gato, SBD Section Chief, at (305) 375-3153 if additional information is needed.

c: Mariesela Aranguiz, Deputy Director, WASD
Juan Curiel, Chief, Assistant Director of Utility Construction, WASD
James Ferguson, Assistant Director, Planning and Regulation, WASD
Alissa Penaloza, Assistant Director, Intergovernmental and Internal Operations, WASD
Laura Verdaguer, Legislative and Municipal Affairs Manager, WASD
Nelson Perez, Assistant Director, Utility Engineering, WASD
Margaret Moss, Chief, Small Business Initiatives, WASD
Edith Brown, Chief, Contract Compliance Division, WASD
Donna Palmer, Special Projects Administrator 1, WASD
Alice Hidalgo-Gato, SBD Section Chief

MIAMI-DADE COUNTY, FLORIDA

WATER AND SEWER

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1

CONTRACT NO: S-882R

DATE: 1/12/2024

PROJECT TITLE: CD 1 02 Oxygen Production Upgrades SDWWTP

TO CONTRACTOR: Poole & Kent Company of Florida 1781 NW North River Drive Miami, FL 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 grants a 782-day non-compensable time extension to the Contract due to the refurbished upgrade of Compressor No. 3, a requirement of additional Remote Terminal Unit (RTU) Control Wiring Connections, and sudden communication issues with the electrical components in the Programmable Logic Controller (PLC).

Monetary Justification:

The scope of work for this Contract has already been satisfactorily completed under budget. (Continued below)

Time Justification:

No additional monies are being awarded through this Change Order.

Contract S-882R was awarded to the Contractor on October 12, 2018 for Consent Decree (CD) Project 1 02 - Oxygen Production Upgrades at the South District Wastewater Treatment Plant (SDWWTP) (the "Contract"). The award was ratified by the Board of County Commissioners (the "Board") on February 5, 2019, via Resolution No. R-155-19. The total Contract award was \$9,084,330.00, with a (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	\$9,084,330.00
COST OF CHANGES PREVIOUSLY ORDERED	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	\$9,084,330.00
COST OF CHANGES WITH THIS DOCUMENT	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	\$9,084,330.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	900 / 0 / 782
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	90 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	1772

CERTIFYING STATEMENT

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

Organization	Name	Accepted By:	Title	Date
Poole & Kent Company of Florida	Kevin Smith, Vice President		Contractor	1/24/2024
Travelers Casualty and Surety Company of America & Federal Insurance Company				
Surety	Nelly Renschwich, Attorney-in-Fact		Surety	January 23, 2024

Title	Name	Date
Approved By <u>County Attorney</u> (for legal sufficiency)	Samuel Osorio Davis	1/24/24
Approved By <u>County Mayor</u>	Roy Cox	2/7/24
Attested By <u>Clerk of the Board</u>		2/8/2024

Description of work authorized: (Continued)

There is no net increase to the Contract amount because the project was completed with more than \$1,000,000 in unutilized funds.

Time Justification: (Continued)

Contingency Allowance of \$764,100.00 and a Contract duration of 840-calendar days for Substantial Completion and 900-calendar days for Final Completion with a Contingency Time Allowance of 90 days.

Notice to Proceed was issued on January 7, 2019, establishing April 26, 2021 as the Contract's Substantial Completion Date and June 25, 2021 as the Contract's Final Completion Date. During construction, the Miami-Dade Water and Sewer Department (WASD) extended the Contract's duration by 90-days in view of unforeseen electrical ductbank modifications and compressor piping size changes, which brought the Contract's Substantial Completion Date to July 25, 2021 and Final Completion Date to September 23, 2021.

The project experienced delays related to the Compressor No. 3 upgrade and the added Remote Terminal Unit (RTU) Control Wiring Connections. In addition, communication difficulties with the electrical components in the Programmable Logic Controller (PLC) were experienced, which impacted the Contract's critical path.

COMPRESSOR NO. 3 UPGRADE

The Contract requires an upgrade and overhaul of the existing Compressor No. 3 from 100-ton to 125-ton. This upgrade entails the Contractor removing the gear box from the compressor and sending it for upgrades to a Manufacturer's facility whose services were retained by WASD.

The Manufacturer reported to WASD that the existing bull gear component installed inside the existing gearbox presented excessive pitting and wearing. The Manufacturer's recommendation was to replace the bull gear. WASD concurred with this recommendation.

WASD also requested the Manufacturer conduct a thorough inspection of the other components from the existing Compressor No. 3 because it had been in service for over 20 years. The Manufacturer provided an inspection report, which recommended several upgrades and replacements, including the installation of a new forced lubrications system, a cooling and after cooler system, and other miscellaneous equipment. WASD concurred with the Manufacturer's overall recommendation and procured the additional and new replacement parts.

The Manufacturer estimated that the fabrication and delivery of the needed equipment and parts would take approximately seven (7) months, so a Field Stop Work Order was issued in anticipation of the expected project delays. Accordingly, a 361-day non-compensable time extension is being added to the Contract through this Change Order due to the Field Stop Work Order and the Contractor's required remobilization activities. The Contractor was compensated \$46,442.00 for remobilization activities through the Contract's Contingency Allowance.

ADDITIONAL RTU CONTROL WIRING CONNECTIONS

The Contract required the WASD to provide a new Remote Terminal Unit (RTU) to be installed in the Electrical Building and a set of Input/Output (I/O) Loop Drawings that the Contractor would use to complete the control wiring of the new electrical equipment and RTU.

During construction, the project experienced a 359-day delay caused by: 1) late delivery of the RTU to the site, and 2) additional field work needed to perform control wiring connections from the RTU to the new electrical equipment in lieu of the development of the I/O Loop Drawings.

A 359 day non compensable time extension is being added to the Contract for the additional field work needed to perform control wiring connections from the RTU to the new electrical equipment. The Contractor was compensated \$22,527.00 through the Contract's Contingency Allowance for this work.

DELAYED PLC ELECTRICAL COMPONENTS

Per the Contract, WASD was required to furnish the Contractor with a new Programmable Logic Controller (PLC) panel that contained the electrical components and communication controls for the rehabilitated Compressor No. 3.

However, the input/output cards on the PLC panel provided by WASD presented communication issues between the panel and Compressor No. 3. A 62-day non-compensable time extension is being added to the Contract through this Change Order for the time required to ensure proper communication between the PLC panel and Compressor No. 3.

Conclusion:

Change Order No. 1 to the Contract grants a 782-day time extension to the Contract, thereby moving the Substantial Completion date from July 25, 2021 to September 15, 2023 and the Final Completion date from September 23, 2021 to November 14, 2023.

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 lost profits or other consequential or indirect damages, however, the Contractor is eligible for payment for any work done prior to failure of ratification.

Time Justification Declaration:

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



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 Nelly Ranchiwich 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, 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 23rd day of January, 2024.



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 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 Cardin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchwich, 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 January 23, 2024



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



MEMORANDUM

(Revised)

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

DATE: April 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(4)

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)(4)
4-16-24

RESOLUTION NO. _____ R-325-24

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 APPROVING CHANGE ORDER NO. 1 TO CONTRACT S-882R BETWEEN MIAMI-DADE COUNTY AND POOLE & KENT COMPANY OF FLORIDA FOR A 782-DAY NON-COMPENSABLE TIME EXTENSION TO THE CONTRACT FOR CD PROJECT 1.02- OXYGEN PRODUCTION UPGRADES AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT

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, specifically, the approval of Change Order No. 1 to Contract S-882R between Miami-Dade County and Poole & Kent Company of Florida for a 782-day non-compensable time extension to the Contract for CD Project 1.02- Oxygen Production Upgrades at the South District Wastewater Treatment Plant. A copy of Change Order No. 1 is attached to the accompanying memorandum as Exhibit C.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of April, 2024. 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.

SED

Sarah E. Davis