

Date: November 20, 2024

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

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(O)(1)

Resolution No. R-1027-24

Subject: Resolution Ratifying Change Order No. 1 to Contract No. W-938 to Construct the Replacement of High Service Pump No. 6 in the East Pump Room at the Alexander Orr Jr. Water Treatment Plant by Poole & Kent Company of Florida

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 No. W-938 (the "Contract") between Miami-Dade County ("the County") and Poole & Kent Company of Florida (the "Contractor") to construct the replacement of High Service Pump ("HSP") No. 6 in the East Pump Room at the Alexander Orr Jr. Water Treatment Plant ("AOWTP") (the "Project"). Change Order No. 1 does not have additional fiscal impact, it grants a 290-day non-compensable time extension to the Contract related to the following incidents that arose during construction: (1) the need for concrete support structures for the new pump and cone valve, and (2) the need for an extended warranty service period for the cone valve. The 290-day extension to the Contract moved the Final Completion date from April 17, 2020 to February 1, 2021.

RECOMMENDATION

It is recommended that the Board of County Commissioners (the "Board") ratify the action of the County Mayor or County Mayor's designee approving Change Order No. 1 to Contract W-938. Change Order No. 1 extends the Contract's duration by 290-calendar days, thereby modifying the Final Completion date from April 17, 2020 to February 1, 2021.

CAPITAL IMPROVEMENT PROJECT

Item 1— Change Order No. 1 to Contract No. W-938 grants a 290-day time extension. A copy of Change Order No. 1 to Contract No. W-938 is attached hereto as Exhibit B.

DELEGATION AUTHORITY

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

SCOPE

As shown on Exhibit A, which provides basic information about Change Order No. 1, the Project is located in District 7, which is represented by Commissioner Raquel A. Regalado.

FISCAL IMPACT/FUNDING SOURCE

Change Order No. 1 provides for a time extension of 290 days; therefore, there is no fiscal impact to 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 W-938.

BACKGROUND

Contract W-938 was awarded to the Contractor on May 22, 2018 to construct the replacement of High Service Pump No. 6 in the East Pump Room at the AOWTP. The award was ratified by the Board on September 5, 2018 via Resolution No. R-906-18. The total Contract award was \$7,841,070.00, with a Contingency Allowance of \$693,000.00, and a Contract duration of 365-calendar days for Final Completion, with a Contingency Time Allowance of 37 days. The Notice to Proceed was issued on March 12, 2019, which established March 11, 2020 as the Contract's Final Completion date.

The Project's critical path experienced two incidents that required the Contract's duration to be extended: (1) the need for concrete support structures for the pump and cone valve, and (2) the need for an extended warranty service period for the cone valve

New Concrete Support Structures for the Pump and Cone Valve

The Contract Documents include the replacement of the HSP No. 6, its natural gas engine, and the cone valve in the East Pump Room at the AOWTP.

During construction, the Contractor submitted a Request for Information ("RFI") for a specific design of the cone valve and the new pump concrete support structures. The Contract documents only provided general details for the structural work. The Engineer of Record ("EOR") initially responded to the RFI by requesting that the Contractor submit a specific design for the EOR's review and approval. Due to specific requirements of the Regulatory and Economic Resources Department ("RER"), the EOR eventually provided signed and sealed revised design drawings to the Contractor, which were approved by RER.

The Contractor required a 147-day non-compensable time extension for the design, permitting and construction of the new concrete support structures for the pump and cone valve per the revised design. The Contractor was compensated \$22,157.61 through the Contract's Contingency Allowance for this work. The Miami-Dade Water and Sewer Department ("WASD") granted a 37-day time extension through the Contract's Time Allowance, which extended the Contract's Final Completion date to April 17, 2020. The remaining 110 days will be approved through this Change Order.

Cone Valve Extended Warranty Service Period

WASD directed the Contractor to complete the installation of HSP No. 6, excluding the engine cooling system. Installation of the engine cooling system would have resulted in unintentional and unacceptable discharge of cooling water into the County's sanitary sewer system. The Contractor was instructed to complete the installation of the HSP No. 6 and its engine, the cone valve and all other equipment and appurtenances. As a result, the startup and commissioning activities were deferred to a separate project, which included the installation of a new radiator cooling system for the engine of HSP No. 6.

The new project for the installation of a new radiator cooling system for the engine of HSP No. 6 also included extended warranty services for the major components of HSP No. 6, including the engine and the pump, but inadvertently excluded the cone valve. To account for this omission, WASD requested the Contractor to provide the extended warranty services for the cone valve under Contract W-938.

The Contractor required a 180-day non-compensable time extension for providing the extended warranty services for the cone valve, which will be granted through this Change Order. The Contractor was compensated \$97,300.00 for the cone valve extended warranty service through the Contract's Contingency Allowance Account.

SMALL BUSINESS ENTERPRISE MEASURES

On August 12, 2024, the Office of Small Business Development ("SBD") reviewed Contract W-938 for compliance with a 3.20 percent Construction (SBE-Con) goal; a 1.79 percent Goods (SBE-G) goal; Responsible Wages and Benefits; Residents First Training and Employment Program; and Employ Miami-Dade Program requirements. Resolution No. R-1001-15 requires County contracts with small business measures to meet at least 85 percent of the small business goals applicable to the portion(s) of the contract work performed to date before a change order is considered for Board approval. Resolution No. R-525-17 exempted change orders for non-compensatory time extension from this requirement. Change Order No. 1 is for a time extension only; therefore, Resolution No. R-1001-15 does not apply. Poole & Kent Company of Florida is in compliance with Responsible Wages and Benefits, Residents First Training and Employment Program, and Employ Miami Dade Program. See the SBD memorandum attached hereto as Exhibit C.

The original contract documents are kept on file with, and are available upon request from, the Intergovernmental Affairs Division of WASD.

Attachments



Jimmy Morales
Chief Operating 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		Original Contract		Funding Source(s)	Est. Start Date		Contract Measures	Brief Project Description	
	Contract Type	Project No.				Amount	Change Order Time	Amount	Adjusted Contract Amount		Est. End Date	Change Order Description			
1	County Bid Process; Construction Contract		Alexander Orr Jr. Water Treatment Plant East High Service Pump No. 6 Replacement	Poole & Kent Company of Florida	District 7 (Raquel A. Regalado)	\$0.00; 290 Calendar Days		Original Contract Amount \$7,841,070.00.00; Adjusted Contract Amount \$7,841,070.00	Future WASD Revenue Bonds; WASD Revenue Bonds Sold	Notice to Proceed Start Date: 03/12/2019 Completion Date: 02/01/2021	SBE G/S - 1.79% SBE A/E - N/A SBE Const. - 3.20% CWP Prog. - N/A	This project is for the replacement of Alexander Orr Jr. Water Treatment Plant East High Service Pump No. 6. This Change Order extends the Contract Final Completion date by 290 days.			

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

EXHIBIT B

MIAMI-DADE COUNTY, FLORIDA
WATER AND SEWER
CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1 CONTRACT NO: W-938
PROJECT TITLE: Alexander Orr Jr. Water Treatment Plant East High Service Pump No. 6 Replacement
TO CONTRACTOR: Poole & Kent Company of Florida 1781 NW North River Drive Miami, FL 33125

DATE: 8/8/2024

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 290-day non-compensable time extension to the Contract related to the following incidents that arose during construction: (1) the need for concrete support structures for the new pump and cone valve, and (2) due to complications with a related project, the need for an extended warranty service period for the cone valve

Monetary Justification:

No additional monies are being awarded through this Change Order

Time Justification:

Contract W-938 was awarded to Poole & Kent Company of Florida (the "Contractor") on May 22, 2018, to construct the replacement of High Service Pump No. 6 in the East Pump Room at the Alexander Orr Jr. Water Treatment Plant (AOWTP) (the "Contract"). The award was ratified by the Board of County Commissioners (the "Board") on September 05, 2018, via Resolution No. R-906-18.
(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	\$7,841,070.00
COST OF CHANGES PREVIOUSLY ORDERED	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	\$7,841,070.00
COST OF CHANGES WITH THIS DOCUMENT	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	\$7,841,070.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	365 / 0 / 290
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	37 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	692

CERTIFYING STATEMENT

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

		Bond No. 108882595 / 82464862	
<u>Organization</u>	<u>Name</u>	<u>Accepted By:</u>	<u>Title</u>
Poole & Kent Company of Florida	David A. Strickland, Senior Vice President		Contractor
Travelers Casualty and Surety Company of America & Federal Insurance Company	Nelly Rencovich, Attorney-in-Fact		Surety
<u>Surety</u>			<u>Date</u>
			9/5/2024
			September 4, 2024

<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By <u>County Attorney</u> (for legal sufficiency)	Sara E. Egner Davis	9/16/24
Approved By <u>County Mayor</u>	Roy Goy	9/18/24
Attested By <u>Clerk of the Board</u>	Deputy Clerk Olga Valverde	9/18/2024
Juan Fernandez-Barquin, Clerk of the Court and Comptroller	Olga Valverde - e18183	



Time Justification: (Continued)

Contract W-938 was awarded to Poole & Kent Company of Florida (the "Contractor") on May 22, 2018, to construct the replacement of High Service Pump No. 6 ("HSP No. 6") in the East Pump Room at the Alexander Orr Jr. Water Treatment Plant ("AOWTP") (the "Contract"). The award was ratified by the Board of County Commissioners (the "Board") on September 5, 2018, via Resolution No. R-906-18. The total Contract award was \$7,841,070.00 with a Contingency Allowance of \$693,000.00, and a Contract duration of 365-calendar days for Final Completion, with a Contingency Time Allowance of 37 days. The Notice to Proceed was issued on March 12, 2019, which established March 11, 2020, as the Contract's Final Completion Date.

MDC005

The Project's critical path experienced two incidents that required the Contract's duration to be extended: (1) the need for a detailed design to be created for the concrete support structures for the pump and cone valve, and (2) complications that arose from a related project that required an extended warranty service period for the cone valve.

New Concrete Support Structures for the Pump and Cone Valve

The scope of services under the Contract included the replacement of HSP No. 6, its natural gas engine, and the cone valve in the East Pump Room at the AOWTP. During construction, the Contractor submitted a Request for Information ("RFI") for a specific design of the concrete support structures for the cone valve and the new pump. The Contract documents only provided the general details for the structural work for the concrete support structures for the cone valve and new pump. The Engineer of Record ("EOR") initially responded to the RFI by requesting that the Contractor submit a specific design for the EOR's review and approval; however, due to specific requirements of the Regulatory and Economic Resources Department ("RER"), the EOR eventually provided signed and sealed revised design drawings to the Contractor, which were approved by RER.

The Contractor required a 147-day non-compensable time extension due to the design, permitting and construction of the new concrete support structures for the pump and cone valve. The Contractor was compensated \$22,157.81 through the Contract's Contingency Allowance for this work. A 37-day time extension was already granted through the Contract's Time Allowance, which extended the Contract's Final Completion Date to April 17, 2020. The remaining 110 days will be approved through this Change Order.

Cone Valve Extended Warranty Service Period

During construction of HSP No. 6, it was discovered that the design provided by the EOR discharged cooling water from the internal combustion engine into the County's sanitary sewer system, which was found to be unacceptable. Therefore, a new project, "P-0246 AOWTP Radiator Installation," was initiated to build a separate radiator system to keep the coolant in a closed loop and resolve the problem. During the time it was anticipated to procure and build P-0246, the cone valve's warranty was going to expire without the County's receiving beneficial use of the new equipment. Therefore, the Contractor was asked to provide an extended warranty that would begin once HSP No. 6 was placed into operation after the radiator was finished and the entire system was placed into service.

The Contractor required a 180-day non-compensable time extension in order to provide the extended warranty services for the cone valve, which will be granted through this Change Order. The Contractor was compensated \$98,372.17 for the extended warranty service through the Contract's Contingency Allowance Account.

Conclusion:

Change Order No. 1 grants a 290-day non-compensable time extension, which extends the Project's Final Completion Date from April 17, 2020, to February 01, 2021.

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

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 Rencchiwicz 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 as:

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
 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 4th day of September, 2024.



Kevin E. Hughes
 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.

MDC007



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, Karolynne Ramirez, Nelly Renciwich, Vincent A. Walsh and Michelle Wannamaker of Uniondale, New York

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of April, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

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On this 5th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



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


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006, and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

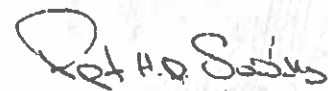
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 4, 2024**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Memorandum



Date: August 12, 2024

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

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

A handwritten signature in blue ink, appearing to read "G. Hartfield", written over the "From:" line.

Subject: Project No. W-938 , Alexander Orr Jr. Water Treatment Plant East High Service Pump No. 6 Replacement

Change Order Number One to Project No. W-938 was submitted to the Office of Small Business Development to review for application of Small Business Enterprise (SBE) measures. Change Order Number One is for time extension only. The contract was awarded with a 3.20% SBE – Construction (SBE-Con) goal and a 1.79% SBE – Goods (SBE-G) goal which will remain the same.

Resolution No. R-1001-15 requires County contracts with small business measures meet at least 85 percent of the small business goals applicable to the portion(s) of the contract work performed to date before a change order or contract amendment is considered for Board approval. Resolution R-525-17 exempted change orders or amendments for non-compensatory time extensions from this requirement. Change Order Number One is for a time extension only, as such R-1001-15 does not apply.

The prime, Poole & Kent Company of Florida has been paid \$6,284,748 equal to 80% of the contract value. The SBE-Con subcontractors have been paid \$534,195 equal to 8.50% of the amount paid to the prime, and the SBE-G firm has been paid \$198,036 equal to 3.15% of the amount paid to the prime. Poole & Kent Company of Florida and its subcontractors are in compliance with the Responsible Wages and Benefits, Residents First Training and Employment Program and Employ Miami-Dade Program. Please contact Alice Hidalgo-Gato, SBD Section Chief, at (305) 375-3153 if additional information is needed.

c: Marisela Aranguiz, Deputy Director, WASD
 Juan Curiel, Chief, Assistant Director of Utility Construction, WASD
 James Ferguson, Assistant Director, Planning and Regulation, WASD
 Nelson Perez, 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
 Patty Palomo, Chief, Intergovernmental Affairs, WASD
 Donna Palmer, SPA1, WASD
 SBD Section Chiefs



MEMORANDUM

(Revised)

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

DATE: November 20, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, 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) ____, 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)(1)
11-20-24

RESOLUTION NO. R-1027-24

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 NO. W-938, CONSTRUCT THE REPLACEMENT OF HIGH SERVICE PUMP NO. 6 IN THE EAST PUMP ROOM AT THE ALEXANDER ORR JR. WATER TREATMENT PLANT, BETWEEN MIAMI-DADE COUNTY AND POOLE & KENT COMPANY OF FLORIDA FOR A NON-COMPENSABLE 290 CALENDAR DAY TIME EXTENSION

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically, approval of Change Order No. 1 to Contract No. W-938, Construct the Replacement of High Service Pump No. 6 in the East Pump Room at the Alexander Orr Jr. Water Treatment Plant, between Miami-Dade County and Poole & Kent Company of Florida for a non-compensable 290 calendar day time extension. A copy of Change Order No. 1 is attached to the accompanying memorandum as Exhibit B.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 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