

Date: January 22, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Agenda Item No. 8(O)(2)

Resolution No. R-59-25

Subject: Resolution Ratifying Change Order No. 1 to Contract No. S-948 for CD 1.10 Odor Control Scrubber Buildings S0606 and S0608 Upgrade by PCL Construction, Inc.

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. S-948 (the "Contract") between Miami-Dade (the "County") and PCL Construction, Inc. (the "Contractor") for CD 1.10 Odor Control Scrubber Buildings S0606 and S0608 Upgrade at the South District Wastewater Treatment Plant ("SDWWTP") (the "Project"). Change Order No. 1 grants a 453-day non-compensable time extension with no additional compensation as a result of several incidents that arose during construction: (1) installation of Potable Water Booster Systems, (2) changes in the chemical feed pumps and piping, (3) installation of conduits and wiring for SCADA Communication, and (4) repairs to the Sump Pump. The 453-day extension to the Contract moved the Final Completion date from March 12, 2023 to June 7, 2024.

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 S-948. Change Order No. 1 extends the Contract's duration by 453-calendar days, thereby modifying the Final Completion date from March 12, 2023 to June 7, 2024.

CAPITAL IMPROVEMENT PROJECT

Item 1— Change Order No. 1 to Contract No. S-948 grants a 453-day non-compensable time extension. A copy of Change Order No. 1 to Contract No. S-948 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 Miami-Dade Water and Sewer Department's ("WASD's") 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.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

Change Order No. 1 provides for a time extension of 453 days with no additional compensation; 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 S-948.

BACKGROUND

Contract S-948 was awarded to the Contractor on January 4, 2021 for CD 1.10 Odor Control Scrubber Buildings S0606 and S0608 Upgrade at the SDWWTP. The award was ratified by the Board on April 20, 2021, via Resolution No. R-345-21. The total Contract award was \$ 11,759,910.00, with a Contingency Allowance of \$ 1,040,700.00, and a Contract duration of 655-calendar days for Final Completion, with a Contingency Time Allowance of 65 days.

The Notice to Proceed was issued on March 22, 2021, which established October 8, 2022 as the Contract's Substantial Completion date and January 6, 2023 as the Contract's Final Completion date. During construction, WASD approved a 65-day time extension for a delay due to a resin shortage, which extended the Contract's Substantial Completion date to December 12, 2022 and Final Completion date to March 12, 2023.

The Project experienced four incidents that required the Contract's duration to be extended an additional 453-days cumulatively: (1) as a result of low water pressure, a Potable Water Booster System had to be installed; (2) the chemical feed pumps and piping had to be changed because WASD required a dual option to feed both 12.5 percent and 0.8 percent Sodium Hypochlorite (NaOCl) solutions instead of the original design for only 12.5 percent solution; (3) conduits and wiring had to be installed for SCADA Communication; and (4) repairs were needed to the Sump Pumps.

Potable Water Booster System Due to Low Potable Water Pressure (185-Day Non-Compensable Time Extension)

During the course of startup of the new odor control system, the Program Management/Construction Management ("PMCM") and the Contractor encountered low potable water pressures in the existing SDWWTP potable water loop, which caused the seals to provide a false reading and the recirculating pumps to shut off.

The Engineer of Record ("EOR") recommended installing a potable water booster system at Scrubber Building Nos. 1 and 3 in order to maintain constant water pressure, which, in turn, would mitigate the seal water faults in the system.

The Contractor was paid \$110,754.80 through the Contract's Contingency Allowance for all required labor, materials, and equipment necessary to install two (2) Potable Water Booster Systems at Scrubber Building Nos. 1 and 3. A 185-day non-compensable time extension associated with this work was approved through this Change Order.

Chemical Feed Pumps and Piping Changes (63-Day Non-Compensable Time Extension)

The Contract documents required the Contractor to install two (2) new sodium hypochlorite feed pumps and two (2) new caustic soda feed pumps at Scrubber Building Nos. 1 and 3 (four (4) new Sodium Hypochlorite Feed Pumps and four (4) new Caustic Soda Feed Pumps in total). The sodium hypochlorite feed pumps were designed to pump 12.5 percent sodium hypochlorite from the chemical storage tanks inside the Scrubber Buildings to the Scrubber System.

During a construction coordination meeting, WASD Operations advised that the Sodium Hypochlorite Production Building produced a 0.8 percent sodium hypochlorite solution. In order to maintain a functioning system, WASD needed the ability to switch between feeding a 12.5 and a 0.8 percent solution. To address this issue, the EOR submitted a new design that allowed the use of both a 0.8 and a 12.5 percent sodium hypochlorite solution from the Sodium Hypochlorite Production Building. The EOR's design included new Sodium Hypochlorite Feed Pumps, new valves and a revised piping configuration.

During construction, it was discovered that the existing three-inch flushing water pipe was in a different location than indicated in the Contract Drawings. The Contractor was paid \$103,439.92 through the Contract Contingency Allowance for the additional labor, materials, and equipment needed to provide the option of using either the 12.5 or the 0.8 percent sodium hypochlorite solution and to make the proper piping connections to the flushing water system. A 63-day non-compensable time extension associated with this work was approved through this Change Order.

Install Conduits and Wiring for SCADA Communication (65-Day Non-Compensable Time Extension)

The Contract documents required installation of new odor control equipment, including recirculation pumps, scrubber fans, air scrubbers and chemical tank level switches in Scrubber Building Nos. 1 and 3. During construction, the Contractor notified WASD that signals were missing between the Vendor Control Panel ("VCP"), the Motor Control Center ("MCC"), and the Remote Terminal Unit ("RTU"). Without these signals, the odor control equipment would not have the full capability to transmit signals to the plant-wide SCADA system.

The EOR provided new drawings that included new conduits and wiring for the missing signals between the VCP, MCC and RTU. The new drawings also required the Contractor to install a new pull-box. The Contractor recommended an alternative approach that would eliminate the requirement to install a new pull-box. The Contractor, EOR and PMCM discussed the constructability and cost implications of the Contractor's recommendation, and the EOR accepted the Contractor's recommendation. The EOR then revised the drawings to include a new pathway for the conduits and wiring, thereby eliminating the new pull-box.

Through the Contract's Contingency Allowance, the Contractor was paid \$89,542.69 to supply and install the new conduits and wiring for the signals between the VCP, MCC and RTU. A 65-day non-compensable time extension associated with this work was approved through this Change Order.

Sump Pump Repairs (140 Day Non-Compensable Time Extension)

The Contract documents included the installation of two (2) new sump pumps in Scrubber Building No. 3. After Substantial Completion was met on the Project, the sump pumps were not functioning. The sump pumps were disconnected and shipped to the manufacturer for inspection and repair under the warranty. The manufacturer inspected the two (2) sump pumps and determined that the warranty had been voided due to the harsh environment where the pumps operated, which had created extreme buildup inside the pumps due to the poor quality of the flushing water that impacted the pumps' operation.

The Contractor was paid \$6,900.00 through the Contract's Contingency Allowance for the sump pump repairs. A 140-day non-compensable time extension for Final Completion related to the long lead times for obtaining the pump replacement materials and performing the repairs was approved through this Change Order.

SMALL BUSINESS ENTERPRISE MEASURES

On September 9, 2024, the Office of Small Business Development (SBD) reviewed Contract S-948 for compliance with a 7.61 percent Construction (SBE-Con) goal; a 2.00 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 Number One is for a time extension only, as such Resolution No. R-1001-15 does not apply. PCL Construction, Inc. is in compliance with the SBE goals, Responsible Wages and Benefits, Resident's First Training and Employment Program, and Employ Miami Dade Program. See the SBD memorandum attached hereto as Exhibit C.

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 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	Contract Amount		Est. End Date		Change Order Description	
	County Bid Process; Construction Contract		CD 1.10 Odor Control Scrubber Buildings S0606 And S0608 Upgrade at the South District Wastewater Treatment Plant	PCL Construction, Inc.	District 8 Danielle Cohen Higgins	\$0; 453-day time extension	Original Contract Amount \$11,759,910.00 ; Adjusted Contract Amount N/A		Future WASD Revenue Bonds; WASD Revenue Bonds Sold; Wastewater Connection Charges; Wastewater Renewal Fund (Project #: 964120 Consent Decree Project)	Notice to Proceed Start Date: 03/22/2021 Revised Completion Date: 06/07/2024	SBE G/S - 2% SBE A/E - N/A SBE Const. - 7.61% CWP Prog. - N/A	This project is for the construction of Odor Control Scrubber Building S0606 and S0608 Upgrades at the South District Wastewater Treatment Plant, located in unincorporated Miami-Dade County at 8950 SW 232 Street, Miami, FL 33190. This Change Order grants a 453-day non-compensable time extension.	

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

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



CHANGE ORDER NO: 1

CONTRACT NO: S-948

DATE: 9/16/2024

PROJECT TITLE: CD 1.10 Odor Control Scrubber Buildings S0606 And S0608 Upgrade

TO CONTRACTOR: PCL CONSTRUCTION INC 1805 Ponce de Leon Blvd., Suite 201 Coral Gables, FL 33134

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

Description of work authorized:

Change Order No. 1 grants a 453-day non-compensable time extension to the Contract related to four incidents that required the Contract's duration to be extended: (1) as a result of low water pressure, a Potable Water Booster System had to be installed; (2) the chemical feed pumps and piping had to be changed because WASO required a dual option to feed both 12.5 percent and 0.8 percent Sodium Hypochlorite (NaOCl) solutions; (3) conduits and wiring had to be installed for SCADA Communication; and (4) repairs were needed to the Sump Pumps. (Continued below)

Monetary Justification:

No additional monies are being awarded through this Change Order.

Time Justification:

Contract S-948 was awarded to PCL Construction Inc. (the "Contractor") on January 4, 2021 for CD 1.10 -Odor Control Scrubber Buildings S0606 And S0608 Upgrade at the South District Wastewater Treatment Plant ("SDWWTP") (the "Contract"). The award was ratified by the Board of County Commissioners (the "Board") on April 20, 2021 via Resolution No. R-345-21. The total Contract award (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.....	\$11,759,910.00
COST OF CHANGES PREVIOUSLY ORDERED.....	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE.....	\$11,759,910.00
COST OF CHANGES WITH THIS DOCUMENT.....	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE.....	\$11,759,910.00
PERCENT INCREASE WITH THIS CHANGE.....	0%
TOTAL PERCENT INCREASE TO DATE.....	0%
TIME ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE.....	655 / 0 / 453
CONTINGENCY TIME ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE.....	65 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE.....	1173

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 Jim Holtje
 PCL CONSTRUCTION INC Area Manager &
 Surety Fidelity and Deposit Company of Maryland, Inc.
 Casualty and Surety Company of America, Federal
 Insurance Company

Accepted By: Title Date
 9/30/2024
 Contractor Susan A. Welsh
 Surety Susan A. Welsh, Attorney-in-Fact
 9/27/2024

Approved By County Attorney (for legal sufficiency) Susan Fernandez-Saenz 10/14/24
 Approved By County Mayor Roy G. 10/16/24
 Attested By Clerk of the Board Olga Valverde - e18183 10/17/2024
 Juan Fernandez-Barquin, Clerk of the Court and Comptroller

Description of work authorized: (Continued)

Time Justification: (Continued)



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Conclusion:

Change Order No. 1 grants a 453-day non-compensable time extension, which extends the project's Final Completion Date from March 12, 2023 to June 7, 2024. Substantial completion was achieved on April 19, 2023.

This Change Order is revocable if not ratified by the Board. In the event the Board does not ratify this Change Order, the Contractor is not entitled to lost profits or other consequential or indirect damages; however, the Contractor 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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Corinne CHAPMAN, Roger PARAISSON, Kristin L. HANNIGAN, Tara A. MAQUINTO, Robert NACHREINER, Therese M. JACKSON, Sandra M. WINSTED, Dartonya WRIGHT, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Jean TORRES, Samantha CHIERICI, Jessica B. DEMPSEY, Christina L. SANDOVAL, Nicholas KERTESZ of Chicago, Illinois, of its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of April, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 19th day of April, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

MDC008

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27 day of September, 2024



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 **Susan A. Walsh** of **CHICAGO, Illinois**, 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
 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 27 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.

MDC010

CHUBB

Power of Attorney

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

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint, Richard Casas, Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, George F. Douaire V, Derek J. Elston, Kristin L. Hannigan, Therese M. Jackson, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, Tara A. Maquinto, James B. McTaggart, Robert Nachreiner, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh, Sandra M. Winsted and Dartonya Wright of Chicago, Illinois -----

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 1st day of August 2024.



Rupert H.D. Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

55

On this 1st day of August, 2024 before me, a Notary Public of New Jersey, personally came Rupert H.D. 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 H.D. 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.

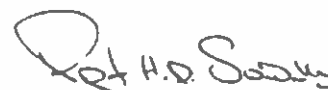
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

I, Rupert H.D. 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 9/27/2024





Rupert H.D. 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: September 9, 2024

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

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

Subject: Project No. S-948, CD1.10 Odor Control Scrubber Buildings S0606 and S0608 Upgrade

Change Order Number One to Project No. S-948, CD1.10 Odor Control Scrubber Buildings S0606 and S0608 Upgrade 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 7.61% SBE – Construction (SBE-Con) goal and a 2.00% 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, PCL Construction, Inc. has been paid \$10,974,338 equal to 93% of the contract value and is in compliance with the SBE goals. Specifically, the SBE-Con subcontractors have been paid \$979,173 equal to 8.92% of the amount paid to the prime, and the SBE-G firm has been paid \$307,658 equal to 2.80% of the amount paid to the prime. PCL Construction, Inc. 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 Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: 
Glen 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 ____, 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)(2)
1-22-25

RESOLUTION NO. _____ R-59-25

RESOLUTION RATIFYING ACTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY APPROVAL OF CHANGE ORDER NO. 1 TO CONTRACT NO. S-948, FOR CD 1.10 ODOR CONTROL SCRUBBER BUILDINGS S0606 AND S0608 UPGRADE, CONTRACT NO. S-948, BETWEEN MIAMI-DADE COUNTY AND PCL CONSTRUCTION, INC., WHICH GRANTS A 453-DAY NON-COMPENSABLE TIME EXTENSION TO THE CONTRACT

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, approval of Change Order No. 1 to Contract No. S-948, Odor Control Scrubber Buildings S0606 and S0608 Upgrade at the South District Wastewater Treatment Plant, between Miami-Dade County and PCL Construction, Inc., which Change Order grants a 453-day time extension, thereby modifying the Final Completion date from March 12, 2023 to June 7, 2024. A copy of Change Order No. 1 is attached to the accompanying memorandum as Exhibit B.

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

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	absent	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 22nd day of January, 2025. 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