

Date: July 11, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Ratifying Change Order No. 1 to Project No. DB18-WASD-01, Contract No. 19RMII003, for Design-Build Services for the Installation of a 36-inch Diameter Sanitary Sewer Force Main with Ric-Man International, Inc.

Agenda Item No. 8(O)(2)

Resolution No. R-671-25

Executive Summary

The item seeks ratification from the Board of County Commissioners (the Board) of the action of the County Mayor or County Mayor's designee approving Change Order No. 1 to Project No. DB18-WASD-01, Contract No. 19RMII003 (the Contract), between Miami-Dade County (the County) and Ric-Man International, Inc. (the Contractor) for Design-Build Services for the Installation of a 36-inch Diameter Sanitary Sewer Force Main along 107th Avenue from N.W. 7th Street to N.W. 25th Street (the Project).

Change Order No. 1 increases the Contract amount by \$150,088.45, which brings the total Contract amount from \$9,680,189.87 to \$9,830,278.32, and reallocates \$1,883,420.45 in unused funds on this Project. Additionally, through this Change Order, the Contractor will be granted a 555-calendar day extension, which includes 440 days of compensable time and 115 days of non-compensable time. The Project has since been successfully completed.

This Change Order accounts for necessary field adaptations and design requirements that arose during construction, including revised micro-tunneling, added system redundancies, and temporary safety measures to ensure roadway safety. Importantly, in addition to the installation of a new 36-inch force main, the Project also allowed the Miami-Dade Water and Sewer Department (WASD) to retain the existing 24-inch force main to create a dual-line system, which will improve operating flexibility and reduce the risk of service disruptions. This added redundancy directly benefits the surrounding community by strengthening the reliability and performance of critical sewer infrastructure.

As part of its \$8.6 billion Capital Improvement Program, WASD is investing in large-scale infrastructure upgrades that increase system capacity, improve operational reliability, and ensure regulatory compliance. This Project addresses aging infrastructure, reduces operating pressures, and enhances redundancy by maintaining the existing 24-inch force main to create a dual-line system. These upgrades support continued economic and residential growth in one of Miami-Dade's busiest corridors while strengthening the resilience of the County's wastewater system against future demand and environmental stressors.

Recommendation

It is recommended that the Board ratify Change Order No. 1 to the Contract, which increases the Contract amount by \$150,088.45, reallocates \$1,883,420.45 in unused funds, and grants a 555-calendar day time extension.

A copy of Change Order No. 1 is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

Delegation of Authority

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

Scope

The Project is being performed along 107th Avenue from N.W. 7th Street to N.W. 25th Street in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez.

Fiscal Impact/Funding Source

The additional costs encompassed in Change Order No. 1 amount to a total of \$2,033,508.90 that will be offset by the reallocation of unused Contract funds in the amount of \$1,883,420.45. These funds are available for this use due to WASD's decision to remove the road restoration component from the Contractor's scope. The work was instead completed by the Miami-Dade Department of Transportation and Public Works (DTPW) at a lower cost and a faster pace.

Therefore, the fiscal impact of Change Order No. 1 to the County is \$150,088.45 and will be funded out of Future WASD Revenue Bonds, Future WASD Revenue Sold, and Wastewater Connection Charges. There will be no impact to the General Fund. The Project is in WASD's FY 2024-2025 Adopted Budget and Multi-Year Capital Plan, under Wastewater – Master Planning and Peak Flow Management, Program #9653371, Page #100.

Track Record/Monitoring

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

Background

The Project was awarded to the Contractor on January 27, 2020, for Design-Build Services for the Installation of a 36-inch Diameter Sanitary Sewer Force Main along 107th Avenue from N.W. 7th Street to N.W. 25th Street, and was later ratified by the Board on May 5, 2020, via Resolution No. R-412-20. The total Contract award was \$9,680,189.87, with a Contract duration of 700-calendar days and a Contingency Time Allowance of 70 days. The Project scope included replacement of the existing 24-inch force main on N.W. 107 Avenue from south of N.W. 7 Street to N.W. 25 Street with a new 36-Inch force main; connection of existing force main laterals into the new 36-inch force main; and tie-in of the new 36-inch force main into the existing force main system in order to reduce system operating pressures and increase system capacity within the area.

The Notice to Proceed was issued on May 4, 2020, which established February 3, 2022, as the Contract's Substantial Completion Date and April 4, 2022, as the Contract's Final Completion Date.

Change Order No.1 addresses four main issues that arose during the construction of this Project, each of which resulted in additional time and cost impacts. The monetary justifications and their corresponding time extensions are as follows:

1. Revised Micro-Tunneling – \$317,431.60, 94-Calendar Day Time Extension (70 Non-Compensable Days and 24 Compensable Days)

During the design phase of the Project, the Contractor discovered that two underground force mains were incorrectly shown on the as-built drawings. In an effort to protect WASD's existing utilities from any damage, the Contractor was directed to increase the length and depth of the force main installation through micro-tunneling. This change required an additional 94 calendar days to complete.

As a result of this change, the Contractor submitted a claim in the amount of \$257,431.60 for all direct costs required to perform the revised micro-tunneling at a depth 13.50 feet deeper and 44.00 feet longer than originally planned. The Contractor's claim also included a request for 24 calendar days of compensable time due to late design changes, which amounted to \$60,000 under the terms of the Contract. The total claim of \$317,431.60 (\$257,431.60 in direct costs and \$60,000 for compensable time) has been reviewed, and the costs provided by the Contractor were found to be fair and reasonable.

2. Temporary Striping– \$74,286.77

Temporary pavement markings/striping was completed along the roadway impacted by the construction of the Project for driver safety and in an effort to maintain normal traffic control. Due to the extended

construction period of the Project, the temporary pavement markings/stripping faded and was not visible, which posed a public safety hazard. The Contractor, therefore, had to place new temporary pavement markings/stripping on the roads at a cost of \$74,286.77, which included labor (including a Senior Project Manager and Superintendent), materials, and equipment. The total claim of \$74,286.77 has been reviewed, and the costs provided by the Contractor were found to be fair and reasonable.

3. **System Flexibility and Redundancy – \$212,237.39, 47-Calendar Day Compensable Time Extension**

As per the Design Criteria Package (DCP), upon installation of the 36-inch force main, the existing 24-inch force main was to be decommissioned. After construction began, however, a decision was made to maintain the existing 24-inch force main in order to create redundancy in the system. This change required the installation of 12 additional valves and interconnections between the two force mains. This change increased the Contract's duration by 47 calendar days.

The Contractor submitted a claim in the cumulative amount of \$94,737.39 for all labor, materials and equipment needed to install the 12 new valves and interconnections. The Contractor's claim also included a request for 47 calendar days of compensable time due to late design changes, which amounted to \$117,500.00 under the terms of the Contract. The total claim of \$212,237.39 (\$94,737.39 in direct costs, and \$117,500.00 for compensable time) has been reviewed, and the costs provided by the Contractor were found to be fair and reasonable.

4. **Request For Equitable Adjustment (REA) – \$1,429,553.14, 369-Calendar Day Compensable Time Extension**

The Contractor submitted a Request for Equitable Adjustment after the Project was complete, which identified four items that resulted in additional costs. The REA claim totaling \$1,429,553.14 has been reviewed, and the costs provided by the Contractor were found to be fair and reasonable.

- a. **Remobilizations, Out of Sequence Work, and Permitting Issues:** This Project's corridor traversed through Right of Ways that are under the purview of multiple Municipal and State Permitting Agencies. Due to the permitting issues the Contractor was forced to mobilize and demobilize equipment several times, which caused it to work out of sequence. The Contractor's claim for Out of Sequence Work totals \$1,217,431.94 (\$419,931.94 in direct costs, and \$797,500.00 for compensable time), which includes all labor, equipment and materials for 18 mobilization/demobilizations during the initial month of the Project as well as a request for 319-calendar days of compensable time due to Active Owner Interference because WASD requested that the Contractor initiate the installation of the pipeline as soon as permits had been obtained.
- b. **Quantity Overruns:** As a result of various field adjustments, additional quantities of 6-inch plug valves, automatic air release valves, additional linear feet of concrete for curb and gutter, and additional maintenance of traffic in off-duty police, an additional \$78,430.20 was submitted as part of the Contractor's REA Claim.
- c. **Bond Premium:** As a result of the additional time required to complete the Project due to the various changes to the design, the Contractor incurred additional costs in the amount of \$8,691.00 for an increase to the payment and performance bond.
- d. **Pipeline Certification Delays:** As a result of WASD's decision to add redundancy to the system by leaving the existing 24-inch force main in place and interconnecting it with the new force main, the certification of the Project was delayed due to additional conditions required by the Miami-Dade Regulatory and Economic Resources Department (RER-DERM). Specifically, RER-DERM directed the Contractor to gather and analyze operational data from each sewage pump station releasing into the redundant system, whether owned by WASD or by a private entity, to demonstrate that the interconnections of the two pipes would not hinder the operation of each existing station. Furthermore, the change required additional details to be added to the as-builts in order to depict each additional interconnection between the mains and the existing pump stations that discharge to the redundant system. Due to the delay caused by this request, the Contractor submitted a claim for 50-calendar days of compensable time because this design revision constituted a late design change. The total claim requested by the Contractor in connection with the pipeline redundancy change was \$125,000.00.

Additionally, several other facts resulted in non-compensable time extensions, including:

1. Ductbank Conflict– 4-Calendar Day Non-Compensable Time Extension

During construction of the pipe, specifically at Station 5+40, the Contractor encountered an FPL ductbank that was not identified in the Contract Drawings, which caused the Contractor to incur additional excavation, material, and delay costs. The Contractor was paid \$105,000 through the Contract's Contingency Allowance for this revision.

2. Weather Conditions– 10-Calendar Day Non-Compensable Time Extension

Over the course of the Contract, the Contractor identified 10 days in which construction was halted due to inclement weather. WASD reviewed the Project's records and confirmed that these days were justifiable and non-concurrent.

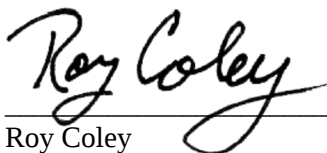
3. Monitoring Report– 31-Calendar Day Non-Compensable Time Extension

As a condition of obtaining RER/DERM approval, a 90-day monitoring report for all pump stations affected by the installation of the new 36-inch force main and its interconnection with the existing 24-inch force main was required. The original Contract time frame of 60 days from Substantial Completion to Final Completion was, therefore, not sufficient, and this item grants an additional 31 days for monitoring.

SMALL BUSINESS ENTERPRISE MEASURES

On February 18, 2025, the Office of Small Business Development (SBD) reviewed the Contract for compliance with a 28 percent Small Business Enterprise (SBE) – Architecture and Engineering (SBE-A/E) goal, a 10.6 percent SBE – Construction (SBE-Con) goal, a 4 percent SBE – Goods (SBE-G) goal, Responsible Wages and Benefits and Community Workforce Program Requirements. Resolution No. R-1001-15 requires 85 percent of the SBE goal applicable to the portion of the Contract work performed to date to be met before the Board considers a change order/amendment. The Contractor is in compliance with Resolution No. R-1001-15 and the Responsible Wages and Benefits and Community Workforce Program requirements. The SBD memorandum is attached hereto as Exhibit C.

Attachments



Roy Coley
Chief Utilities and Regulatory Services Officer

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



CHANGE ORDER NO: 1 CONTRACT NO: DB18-WASD-01 DATE: 3/31/2025
PROJECT TITLE: Design-Build Services for Installation of a 36-Inch Diameter Sanitary Sewer Force Main along 107 Avenue from N.W.7 Street to N.W. 25 Street.
TO CONTRACTOR: Ric-Man International, Inc. 1545 NW 27 Avenue Pompano Beach FL 33069

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

Description of work authorized: Change Order No. 1 increases the Contract amount by \$150,088.45 and reallocates \$1,883,420.45 of unutilized funds to compensate the Design-Builder for additional work. In addition, the Contract duration will be increased by 555-calendar days to allow for completion of the Project. Four hundred and forty (440) of the 555 days being approved through this Change Order are compensable as a result of active owner interference.

Monetary Justification: Contract 19RMII003 (Project DB18-WASD-01) was awarded to Ric-Man International, Inc. (the Design-Builder) on January 27, 2020 for Design-Build Services for the Installation of a 36-inch Diameter Sanitary Sewer Force Main along 107th Avenue from NW 7th Street to NW 25th Street (the Project). The award was ratified by the Board of County Commissioners (the Board) on May 5, 2020 via (Continued below)

Time Justification: The Notice to Proceed was dated May 4, 2020, which established February 3, 2022 as the Contract's Substantial Completion date and April 4, 2022 as the Contract's Final Completion date.

The Project experienced several incidents that impacted the Contract's critical path and resulted in a request for an additional 555 calendar days.

(1) REVISED MICRO-TUNNELING (94 calendar day-time extension; 70 non-compensable days and 24 compensable days)
(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	\$9,680,189.87
COST OF CHANGES PREVIOUSLY ORDERED	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	\$9,680,189.87
COST OF CHANGES WITH THIS DOCUMENT	\$150,088.45
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	\$9,830,278.32
PERCENT INCREASE WITH THIS CHANGE	2%
TOTAL PERCENT INCREASE TO DATE	2%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	700 / 0 / 555
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	70 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	1325

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	Title	Date
Ric-Man International, Inc.	Andres G. Diaz	Contractor	4/22/25
Surety Arch Insurance Company Bond No. SU1144355	Colette R. Chisholm, Attorney-In-Fact	Surety	4/21/25

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)	Sandra Fernandez-Diaz	4/24/25
Approved By: County Mayor	Juan Fernandez-Barquin, Clerk of the Court and Comptroller	4/30/25
Attested By: Clerk of the Board	Olga Valverde Deputy Clerk: Olga Valverde - e18183	05/02/2025



Time Justification: (Continued)

An additional 94 days were needed to address the revision to the micro-tunneling. WASD previously approved a 70-calendar day non-compensable time extension through the Contract's Contingency Time Allowance, which extended the Contract's Substantial Completion date to April 14, 2022 and the Final Completion date to June 13, 2022. The remaining 94 days will be approved through this Change Order.

(2) SYSTEM FLEXIBILITY AND REDUNDANCY (47-day compensable time extension)

The Design-Builder will be granted a 47-day compensable time extension through this Change Order in connection with the work needed to create the FM Redundancy described in the Monetary Justification.

(3) DUCTBANK CONFLICT (4 non-compensable day time extension)

During construction of the pipe, specifically at Station 5+40, the Design-Builder encountered an FPL ductbank that was not identified in the Contract Drawings, which caused the Design-Builder to incur additional excavation, material, and delay costs. The Design-Builder was already paid \$105,000 through the Contract's Contingency Allowance for this revision.

(4) WEATHER CONDITIONS (10 non-compensable day time extension)

Over the course of the Contract, the Design-Builder identified ten (10) days in which construction was halted due to inclement weather. The WASD Construction Team reviewed Project records and confirmed that these days were justifiable and non-concurrent.

(5) REQUEST FOR EQUITABLE ADJUSTMENT (369 -day compensable time extension)

The Design-Builder submitted a Time Impact Analysis (TIA) along with the REA that sought an additional a 369-day compensable time extension for completion of the Project. This additional time is attributed for re-mobilizations, demobilizations, and installation of overruns in curbs, gutters, valves, air release valves, and delays due to the certification of the pipe.

(6) MONITORING REPORT (31 non-compensable day time extension)

As a condition of obtaining RER/DERM approval, a 90-day monitoring report for all pump stations affected by the installation of the new 36-inch FM and its interconnection with the existing 24-inch FM was required. The original Contract time frame of 60 days from Substantial Completion to Final Completion was, therefore, not sufficient and this item grants an additional 31 days for monitoring.

Monetary Justification: (Continued)

Resolution No. R-412-20. The total Contract award was \$9,680,189.87, with a total Contingency Allowance of \$470,424.40, and a Contract duration of 700-calendar days, with a Contingency Time Allowance of 70 days.

This Change Order addresses four issues encountered during the construction of this Project: (1) a revision required for micro-tunneling; (2) the need for additional temporary striping; (3) a change in the Project to allow for additional system flexibility and redundancy; and (4) a Request for Equitable Adjustment (REA).

(1) REVISED MICRO-TUNNELING

During the design phase of the Project, the Design-Builder discovered that two underground mains were incorrectly shown on the as-built drawings. In an effort to protect the existing utilities of the Miami-Dade Water and Sewer Department (WASD) from any damage, the Design-Builder was directed to increase the length and depth of the force main installation through micro-tunneling. This change required an additional 94 calendar days to complete.

As a result of this change, the Design-Builder submitted a claim in the amount of \$257,431.60 for all direct costs required to perform the revised micro-tunneling at a depth 13.50 feet deeper and 44.00 feet longer than originally planned. The Design-Builder's claim also included a request for 24 calendar days of compensable time due to late design changes, which amounted to \$60,000 under the terms of the Contract. The total claim of \$317,431.60 (\$257,431.60 in direct costs and \$60,000 for compensable time) has been reviewed, and the costs provided by the Design-Builder were found to be fair and reasonable.

(2) TEMPORARY STRIPING

Temporary pavement markings/striping were placed along the roadway impacted by the construction of the Project in order to maintain normal traffic control and for the drivers' safety. Due to the extended construction period of the Project, the temporary pavement markings/striping faded and were not visible, which posed a safety hazard. The Design-Builder, therefore, had to place new temporary pavement markings/striping on the roads at a cost of \$74,286.77, which included labor (including Senior Project Manager and Superintendent), materials, and equipment.

(3) SYSTEM FLEXIBILITY AND REDUNDANCY

As per the Design Criteria Package (DCP), upon installation of the 36-inch force main (FM), the existing 24-inch FM was to be decommissioned. After construction began, however, a decision was made to maintain the existing 24-inch FM in order to create redundancy in the system. This change required the installation of 12 additional valves and interconnections between the two mains. This change increased the Contract's duration by 47 calendar days.

The Design-Builder submitted a claim in the cumulative amount of \$94,737.39 for all labor, materials and equipment needed to install the 12 new valves and interconnections. The Design-Builder's claim also included a request for 47 calendar days of compensable time due to late design changes, which amounted to \$117,500.00 under the terms of the Contract. The total claim of \$212,237.39 (\$94,737.39 in direct costs, and \$117,500.00 for compensable time) has been reviewed, and the costs provided by the Design-Builder were found to be fair and reasonable.

(4) REQUEST FOR EQUITABLE ADJUSTMENT (REA)

The Design-Builder submitted a Request for Equitable Adjustment after the Project was complete, which identified four items that resulted in additional costs.

- **Remobilizations / Out of Sequence / Permitting Issues** – This Project's corridor traversed through Right of Ways that are under the purview of multiple municipal, County and State Permitting Agencies. Due to inefficiencies in the municipal and state permitting approval process, the Design-Builder was forced to mobilize and demobilize equipment several times, which caused it to work out of sequence. The Design-Builder's claim for Out of Sequence Work totals \$1,217,431.94 (\$419,931.94 in direct costs, and \$797,500.00 for compensable time), which includes all labor, equipment and materials for 18 mobilization/demobilizations during the initial month of the Project as well as a request for 319 compensable days due to Active Owner Interference because WASD's management team requested that the Design-Builder initiate the installation of the pipeline wherever and as soon as permits had been obtained.

- **Quantity Overruns** – As a result of various field adjustments, additional quantities of 6-inch plug valves, automatic air release valves, linear feet of concrete for curb and gutter, and additional maintenance of traffic (off-duty police) were required, which totaled \$78,430.20.

- **Bond Premium** – As a result of the additional time required to complete the Project due to the various changes to the design, the Design-Builder incurred additional costs in the amount of \$8,691.00 for an increase to the payment and performance bond.

- **Pipeline Certification Delays** – As a result of WASD's decision to add redundancy to the system by leaving the existing 24-inch FM in place and interconnecting it with the new FM, the certification of the Project was delayed because RER/DERM imposed additional conditions. Specifically, RER/DERM directed the Design-Builder to gather and analyze operational data from each sewage pump station discharging into the redundant system, whether owned by

WASD or by a private entity, to demonstrate that the interconnections of the two pipes would not hinder the operation of each existing station. Furthermore, the change required additional details to be added to the as-builts in order to depict each additional interconnection between the mains and the existing pump stations that discharge to the redundant system. Due to the delay caused by this request, the Design-Builder submitted a claim for 50 calendar days of compensable time because this design revision constituted a late design change. The total requested in connection with the pipeline redundancy change was \$125,000.

- The REA claim totaling \$1,429,553.14 has been reviewed, and the costs provided by the Design-Builder were found to be fair and reasonable.

These additional costs in the amount of \$2,033,508.90 will be offset by the reduction of unused contract funds of \$1,883,420.45 and results in a net increase of \$150,088.45 to the Contract amount. The unused funds stem from WASD's decision to remove the road restoration component from the Contractor's scope. This work was instead completed by the Department of Transportation and Public Works (DTPW) at a lower cost and a faster pace, securing immediate approval from the permitting agency.

Conclusion:

Change Order No. 1 increases the Contract amount by \$150,088.45 which increases the total Contract award from \$9,680,189.87 to \$9,830,278.32. This Change Order also grants a 555-day time extension to the Contract, extending the Project's Substantial Completion date from April 14, 2022 to September 20, 2023 and the Final Completion date from June 13, 2022 to December 20, 2023.

WASD acknowledges that the Design-Builder has expressly reserved its rights concerning the ongoing dispute resolution process related to the descoping of the milling and paving line items. Please note that the reservation of rights to seek additional time and compensation for delays, impacts, and issues applies only to the ongoing dispute resolution.

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 Design-Builder is not entitled to lost profits or other consequential or indirect damages; however, the Design-Builder 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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint

Camille Maitland, Colette R. Chisholm, Dana Granice, Desiree Cardlin, George O. Brewster, Gerard S. Macholz, Karolynne Ramirez, Katherine Acosta, Michelle Wannamaker, Nelly Renchiwich, Robert T. Pearson, Scott Brackenbury, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 8th day of April, 2024.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

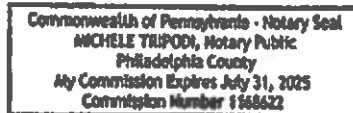


Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 8, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of April, 2025.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Exhibit B

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

Item Number	Dept. Name	Type of Solicitation	Contract No.	Project Name	Firm Awarded	Commission District	Change Order Amount	Original Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date	Contract Measures				Brief Project Description
		Contract Type	Project No.				Change Order Time	Adjusted Contract Amount			SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	Est. End Date	
1	WASD	Request for Qualifications/ Negotiations	Agreement No. 19RMI003 Project No. DB18-WASD-01	Design-Build Services for the Installation of a 36-Inch Diameter Sanitary Sewer Force Main along 107 Avenue from NW 7 Street to NW 25 Street	Ric-Man International, Inc.	District 12 (Commissioner Juan Carlos Bermudez)	\$150,088.45; 555 Calendar Day Time Extension	Original Contract Amount \$9,680,189.87; Adjusted Contract Amount \$9,830,278.32	WASD Revenue Bonds Sold, Wastewater Connection Charges, Future WASD Revenue Bonds	N/A	Notice to Proceed Start Date: 05/04/2020; Complete Date 12/20/2023	4.00%	28.00%	10.60%	N/A	This project includes design-build services for the installation of a 36-inch diameter sanitary sewer Force Main along 107 Avenue from NW 7 Street to NW 25 Street *** Change Order increases the Contract amount by \$150,088.45 and grants 555-calendar day time extension to the Contract.

Date: February 18, 2025

To: Amanda Kinnick, Interim Director
Miami-Dade Water and Sewer Department

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

Subject: Project No. DB18-WASD-01: Design-Build Services for Installation of a 36-inch Diameter Sanitary Sewer Force Main along 107 Avenue from NW 7 Street to NW 25 Street

Project No. DB18-WASD-01 was awarded with a 28% Small Business Enterprise – Architecture and Engineering (SBE-A/E) goal, a 10.6% Small Business Enterprise – Construction (SBE-Con) goal, and a 4% Small Business Enterprise – Goods (SBE-G) goal. Change Order No. 1 to Project No. DB18-WASD-01 was submitted to the Office of Small Business Development to review for application of SBE measures. Change Order No. 1 increases the contract value and time. The established SBE goals will apply to this change order.

Project No. DB18-WASD-01 was reviewed for compliance with the SBE goals, Responsible Wages and Benefits and Community Workforce Program requirements. Resolution No. R-1001-15 (R-1001-15) requires County contracts with small business measures meet at least 85 percent of the small business measures applicable to the portion of the contract work performed to date before a change order or contract amendment is considered for Board approval.

The prime, Ric-Man International, Inc., has performed \$507,173 for the design portion of the contract requiring \$120,707 be performed by the SBE-A/E firms for compliance with R-1001-15. To date, the SBE-A/E firms on the project has performed \$502,173 in compliance with R-1001-15. The prime has performed \$7,102,567 for the construction portion of the contract requiring the SBE-Con firms to have performed \$639,941 and the SBE-GS firms to have performed \$241,487 for compliance with Resolution R-1001-15. To date, the SBE-Con firms have performed \$757,622 and the SBE-G firms have performed \$1,282,413 in compliance with R-1001-15. The prime and its subcontractors are in compliance with the Responsible Wages and Benefits and Community Workforce Program requirements. 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
Edith Brown, Chief, Contract Compliance Division, WASD
Laurie Johnson, SBD Section Chief
Alice Hidalgo-Gato, SBD Section Chief
Patrick Hines, SPA1, SBD



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Odugue
and Members, Board of County Commissioners

DATE: July 20, 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)
7-1-25

RESOLUTION NO. _____ R-671-25

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 PROJECT NO. DB18-WASD-01 – CONTRACT NO. 19RMII003 BETWEEN MIAMI-DADE COUNTY AND RIC-MAN INTERNATIONAL, INC. FOR DESIGN-BUILD SERVICES FOR THE INSTALLATION OF A 36-INCH DIAMETER SANITARY SEWER FORCE MAIN ALONG 107TH AVENUE FROM NW 7TH STREET TO NW 25th STREET, WHICH INCREASES THE CONTRACT AMOUNT BY \$150,088.45, REALLOCATES \$1,883,420.45 OF UNUTILIZED FUNDS AND GRANTS A 555-CALENDAR DAY 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, Florida, specifically, approval of Change Order No. 1 to Project No. DB18-WASD-01, Contract No. 19RMII003, between Miami-Dade County and Ric-Man International, Inc. for Design-Build Services for the Installation of a 36-inch Diameter Sanitary Sewer Force Main along 107th Avenue from NW 7th Street to NW 25th Street. The Change Order increases the contract amount by \$150,088.45, reallocates \$1,883,420.45 of unutilized funds to compensate the Design-Builder for additional work, and grants a 555-calendar day time extension,

which modifies the Final Completion Date from June 13, 2022 to December 20, 2023. A copy of Change Order No. 1 is attached to the accompanying memorandum as Exhibit A.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** 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
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 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