

MEMORANDUM

Agenda Item No. 8(O)(4)

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

DATE: November 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying action by the County Mayor 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, specifically approval of Change Order No. 2 to Project No. DB18-WASD-02 – Contract No. 19PKCOF002, Design-Build Services for the construction of South District Wastewater Treatment Plant (SDWWTP) and the Central District Wastewater Treatment Plant (CDWWTP) Sludge Thickening and Dewatering Buildings, between Miami-Dade County and Poole and Kent of Florida, which Change Order is a net-zero monetary change that reallocates unused funds for the Waste Activated Sludge pump station at CDWWTP, establishes two negotiated dedicated allowances for additional required equipment, and grants a 398-day non-compensable time extension for the SDWWTP portion of the Project and a 520-day non-compensable time extension for the CDWWTP portion of the Project

Resolution No. R-1074-25

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: November 4, 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. 2 to Project No. DB18-WASD-02, Contract No. 19PKCOF002, for Design-Build Services for the Construction of South District Wastewater Treatment Plant and the Central District Wastewater Treatment Plant Sludge Thickening and Dewatering Buildings with Poole and Kent of Florida.

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. 2 to Project No. DB18-WASD-02, Contract No. 19PKCOF002 (the Contract), between Miami-Dade County (the County) and Poole and Kent of Florida (the Contractor) for Design-Build Services for the Construction of South District Wastewater Treatment Plant (SDWWTP) and the Central District Wastewater Treatment Plant (CDWWTP) Sludge Thickening and Dewatering Buildings (the Project).

Change Order No. 2 is a net-zero monetary change that reallocates \$5,050,089.00 of unused funds in the Contract for the Waste Activated Sludge (WAS) pump station at the CDWWTP and establishes two (2) Negotiated Dedicated Allowances for additional required equipment that was not originally anticipated. Change Order No. 2 also grants a 398-day non-compensable time extension for the SDWWTP portion of the Project and a 520-day non-compensable time extension for the CDWWTP portion of the Project. Notably, the SDWWTP portion of the Project has already reached Final Completion, and through this Change Order, the CDWWTP will reach Final Completion on December 13, 2025.

This Project is required by the Consent Decree between the County, the United States Environmental Protection Agency (USEPA), the State of Florida and the Florida Department of Environmental Protection entered into in 2013 and approved by the United States District Court for the Southern District of Florida in 2014 (the Consent Decree), which underscores its importance to regulatory compliance and public health. Through this Project, processing of sludge and biosolids should become quicker and more efficient, which will lead to potential cost savings and additional odor control at both SDWWTP and CDWWTP, thereby strengthening the reliability of Miami-Dade Water and Sewer's (WASD) system and safeguarding public health and community well-being.

Recommendation

It is recommended that the Board ratify Change Order No. 2 to the Contract. Change Order No. 2 is a net-zero monetary change that reallocates unused funds for the Waste Activated Sludge (WAS) pump station at CDWWTP and establishes two (2) Negotiated Dedicated Allowances for additional required equipment that was not originally anticipated. Change Order No. 2 also grants a 398-day non-compensable time extension for the SDWWTP portion of the Project and a 520-day non-compensable time extension for the CDWWTP portion of the Project. A copy of Change Order No. 2 to the Contract is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

Scope

The Project is being performed at the Central and South District Wastewater Treatment Plants in Commission Districts 7 and 8, which are represented by Commissioner Raquel A. Regalado and Commissioner Danielle Cohen Higgins, respectively.

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.

Fiscal Impact/Funding Source

Change Order No. 2 is a net-zero monetary change; therefore, there is no additional fiscal impact to the County.

Track Record/Monitoring

WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee implementation of Change Order No. 2 to the Contract.

Background

On April 9, 2014, the United States District Court for the Southern District of Florida authorized a Consent Decree between the County, the USEPA, the State of Florida, and the Florida Department of Environmental Protection, for improvements to the County's wastewater collection and treatment system. Therefore, to comply with the Consent Decree, on May 5, 2020, the Board approved, via Resolution No. R-410-20, a Design-Build Contract with the Contractor to provide design-build services for the design and construction of the sludge thickening and dewatering buildings at the SDWWTP and the CDWWTP. The total Contract amount was \$195,555,440.00, including Contingencies and Dedicated Allowances. A Contract term was identified for each wastewater treatment plant project site, including the following Contract completion dates:

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

Amendment No. 1 to the Contract (Change Order No. 1) was approved by the Board on July 6, 2023, via Resolution No. R-615-23. Change Order No. 1: (1) added \$13,950,070.00 to the Contract, which increased the total Contract amount to \$209,505,510.00, and (2) extended the Contract duration by 437 days for SDWWTP and 380 days for CDWWTP. Specifically, Change Order No. 1 included: payment for additional design changes totaling \$1,040,670.00; replenishments of both the construction (\$8,155,800.00) and design (\$1,485,600.00) Contingency Allowances; and a compensable time extension of \$1,748,000.00 (437 days) for SDWWTP and a compensable time extension of \$1,520,000.00 (380 days) for CDWWTP. Therefore, the Contract completion dates after Change Order No. 1 were modified to:

Change Order No. 1- Updated Completion Dates			
Project Site	Time Extension (calendar days)	Substantial Completion Date	Final Completion Date
SDWWTP	437-days	March 12, 2024	July 10, 2024
CDWWTP	380-days	March 12, 2024	July 10, 2024

Following the approval of Change Order No. 1, three incidents impacted the Project's critical path and resulted in the need for this Change Order, which adds an additional 398 days for completion of the SDWWTP portion of the Project and 520 days for completion of the CDWWTP portion of the Project. The revisions made through Change Order No. 2 establish the following Project completion dates:

Change Order No. 2- Updated Completion Dates			
Project Site	Time Extension (calendar days)	Substantial Completion Date	Final Completion Date
SDWWTP	398-days	April 15, 2025	August 13, 2025
CDWWTP	520-days	August 15, 2025	December 13, 2025

Change Order No. 2 is a net-zero monetary change that reallocates \$5,050,089.00 of unused funds from Dedicated Allowances. These Dedicated Allowances include: (1) Permitting Preparation and Fees, Changes in Soil Conditions, and Environmental Investigations (\$2,913,266.07); (2) the Design Contingency Allowance (\$649,822.93); and (3) the Thickening Dry Polymer System (\$1,487,000.00).

CDWWTP

WAS In-Line Booster Pump Station - \$4,181,089.00 and 520-day time extension

As part of the Thickening and Dewatering Facility, a WAS conveyance system is required. The Contractor initially designed a submersible booster pump station for the CDWWTP to fulfill this purpose; however, WASD rejected the concept of a submersible booster pump station in a wet well and instead requested an in-line booster system to enhance reliability and mitigate the risk of overflows. As a result, the Contractor was directed to provide an in-line WAS booster pump station based on revised WASD Design Criteria, which included updates to capacity, flow rate, and pipe diameters.

This Contract provides for a Two-Step Process when substantial design work is required for a proposed change. Step 1 of the process is for the review and approval of Design Services. Step 2 is for the review and approval of the Construction Services. The cost of Design Services for the CDWWTP In-Line WAS booster pump station was \$576,346.00, which was approved through Change Order No. 1.

The cost for the Construction Services for the new In-Line Booster Pump Station located in the Plant 2 Sludge Concentrator Building for pumping WAS from Return Activated Sludge from Plants 1 and 2 to the New Sludge Thickening and Dewatering Facility at CDWWTP, which includes all costs for structural, architectural, coatings, HVAC, instrumentation, controls, and electrical, is \$7,920,357.00. Costs of \$3,739,268.00 were paid through the Contract's Construction Contingency Allowance. The remaining balance of \$4,181,089.00 will be approved through this Change Order. In addition, a time extension of 520 days for the design and construction of the CDWWTP In-Line WAS booster pump station will be awarded through this Change Order. WASD and the Contractor have agreed to the number of days associated with the design and construction of the In-Line Booster Pump Stations; however, the Contractor has reserved its right to seek compensation related to the compensability of the associated days.

SDWWTP

Owner Furnishings - Construction Services - \$620,000.00

A Dedicated Allowance in the amount of \$620,000.00 is being established to construct all essential building furnishings, including cabinetry, utilities, laboratory supplies, IT facilities, and electronic equipment required by WASD staff to operate and maintain the new Thickening and Dewatering Facility.

Discrepancies in Surveying - \$249,000.00

A Dedicated Allowance in the amount of \$249,000.00 is being established for additional surveying services required to determine the discrepancies in the Contract elevation versus and the actual field elevation measurements. This difference in elevations and unforeseen change in soil conditions resulted in the need for additional backfill material to be brought to the site in order to bring the final elevation into compliance with the Design Criteria Professional (DCP) Documents.

Variable Frequency Drives (VFD) Procurement Delay – 146-day time extension

Variable Frequency Drives are devices that are necessary to control the speed and torque of an AC motor. The devices are needed for the operation of the In-Line Booster Pump Station at SDWWTP. Due to the ongoing global

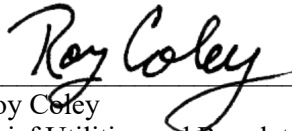
shipping and supply chain challenges, the procurement and delivery of the VFD was delayed by 146 days. Through this Change Order, the Contract will be extended by 146 days to address this delay.

Small Business Enterprise Measures

On April 9, 2025, the Office of Small Business Development (SBD) reviewed the Contract for compliance with a 1.17 percent Small Business Enterprise (SBE) – Architectural and Engineering (SBE-A/E) goal, a 8.64 percent SBE – Construction (SBE-Con) goal, and a 1.83 percent SBE – Goods (SBE-Goods) goal, Responsible Wages and Benefits, Residents First Training and Employment Program and Employ Miami-Dade Program requirements.

Resolution No. R-1001-15 requires that County contracts with small business measures must meet at least 85 percent of the small business goals applicable to the portions of the contact work performed to date before a change order or contract amendment is considered for Board approval. Resolution No. R-525-17 exempted change orders or amendments for non-compensatory time extensions from this requirement. Change Order No. 2 does not add additional funds to the Contract and is for a time only; therefore, Resolution No. R-1001-15 does not apply. The Contractor is in compliance with the Responsible Wages and Benefits, Residents First Training and Employment Program and Employ Miami-Dade Program. The SBD memorandum is attached hereto as Exhibit C.

Attachments

A handwritten signature in black ink, reading "Roy Coley", is positioned above a horizontal line.

Roy Coley
Chief Utilities and Regulatory Services Officer

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

Bond No. 107252544 / K40546017

EXHIBIT A

MIAMI-DADE COUNTY, FLORIDA

WATER AND SEWER

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 2

CONTRACT NO: DB18-WASD-02

DATE: 7/30/2025

PROJECT TITLE: Design-Build Services for the Construction of SDWWTP and CDWWTP Sludge Thickening and Dewatering Buildings

TO CONTRACTOR: Poole & Kent Company of Florida 1781 N.W. North River Drive Miami - Florida - 33125

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

Description of work authorized:

Change Order No. 2 is a net-zero monetary change that reallocates unused funds for the Waste Activated Sludge (WAS) pump station at Central District Wastewater Treatment Plant (CDWWTP) and establishes two (2) Negotiated Dedicated Allowances for additional required equipment that was not originally anticipated. It also grants a 398-day non-compensable time extension for the South District Wastewater Treatment Plant (SDWWTP) portion of the Project and a 520-day non-compensable time extension for the CDWWTP portion of the Project.

Monetary Justification:

Contract No. 19PKCOF002 (Project No. DB18-WASD-02) was awarded to Poole & Kent Company of Florida (Design-Builder) on May 5, 2020 for Design-Build Services for the Construction of South District Wastewater Treatment Plant (SDWWTP) and the Central District Wastewater Treatment Plant (CDWWTP) Sludge Thickening and Dewatering Buildings (the Project) via Resolution No. R-410-20. The total (Continued below)

Time Justification:

The Notice to Proceed was issued on July 6, 2020, which established (1) December 31, 2022 as the Substantial Completion Date and April 30, 2023 as the Final Completion Date for SDWWTP, and (2) February 26, 2023 as the Substantial Completion Date and June 26, 2023 as the Final Completion Date for CDWWTP.

Change Order No. 1 extended the Substantial and Final Completion Dates for (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-----	\$195,555,440.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$13,950,070.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$209,505,510.00
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$209,505,510.00
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	7%
TIME ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	1086 / 437 / 520
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	120 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	2163

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.

Accepted By:

Organization	Name	Title	Date
Poole & Kent Company of Florida	Brian D. MacClugage	Executive Vice President	08/11/2025
Travelers Casualty and Surety Company of America & Federal Insurance Company	Nelly Repchich	Attorney-in-Fact	August 11, 2025

Title	Name	Date
Approved By: <u>County Attorney</u> (for legal sufficiency)	Sandra Eschrich Davis	8/21/25
Approved By: <u>County Mayor</u>	[Signature]	8/29/25
Attested By: <u>Clerk of the Board</u>	Olga Valverde	09/03/2025
Juan Fernandez-Barquin, Clerk of the Court and Comptroller	Olga Valverde - e18183	



MDC006

Time Justification: (Continued)

the SDWWTP portion of the Project by 437 days to March 13, 2024 and July 11, 2024, respectively. In addition, Change Order No. 1 extended the Substantial and Final Completion Dates of the CDWWTP portion of the Project by 380 days to March 13, 2024 and July 11, 2024, respectively.

Following the approval of Change Order No. 1, three incidents impacted the Project's critical path and resulted in this request of an additional 398 days for completion of the SDWWTP portion of the Project and 520 days for the CDWWTP portion of the Project.

1. WAS In-Line Booster Pump Station (CDWWTP) - 520-Days

As outlined in the Monetary Justification, a time extension of 520 days for the design and construction of the CDWWTP In-Line WAS booster pump station will be approved through this Change Order.

2. WAS In-Line Booster Pump Station (SDWWTP) - 252-Days

A time extension of 252 calendar days for the design and construction of the SDWWTP In-Line WAS Booster Pump Station will be approved through this Change Order. The cost for design of the SDWWTP In-Line Booster Pump Station was \$538,108.00, which was already approved through use of the Design Contingency Allowance (\$336,000.00) in combination with Change Order No. 1 (\$202,108.00). The construction costs are \$5,608,673.00, which was already paid for through the Contract's Construction Contingency Allowance.

WASD and the Design-Builder have agreed to the number of days associated with the design and construction of the In-Line Booster Pump Stations. However, the Design-Builder reserves its rights to seek compensation related to the compensability of the associated days.

3. Variable Frequency Drives (VFD) Procurement Delay (SDWWTP) - 146 days

Variable Frequency Drives are devices that are necessary to control the speed and torque of an AC motor. The devices are needed for the operation of the In-Line Booster Pump Station at the SDWWTP. Due to the ongoing global shipping and supply chain challenges, the procurement and delivery of the VFD was delayed by 146 days. Through this Change Order the Contract will be extended by 146 days.

Monetary Justification: (Continued)

Contract award was \$195,555,440.00, with Contingency Allowances of \$8,155,800.00 for construction costs and \$1,485,600.00 for design costs. The Contract duration was 1,029 calendar days for SDWWTP and 1,086 calendar days for CDWWTP, with a Contingency Time Allowance of 120 calendar days for each.

Change Order No. 1 (Amendment Number One) increased the Contract amount by \$13,950,070.00 and extended the Contract duration by 437 days for SDWWTP and 380 days for CDWWTP. Change Order No. 1 consisted of additional design changes totaling \$1,040,670.00, replenishments of both the construction (\$8,155,800.00) and design (\$1,485,600.00) Contingency Allowances, a compensable time extension of \$1,748,000.00 (437 days) for SDWWTP and a compensable time extension of \$1,520,000.00 (380 days) for CDWWTP.

Change Order No. 2 reallocates unused Contract funds for the following items:

1. Construction Services for WAS In-Line Booster Pump Station (CDWWTP) - \$4,181,089.00

As part of the Thickening and Dewatering Facility, a WAS conveyance system is required. The Design-Build Team initially designed a submersible booster pump station for the CDWWTP to fulfill this purpose. However, Miami-Dade Water and Sewer Department (WASD) rejected the concept of a submersible booster pump station in a wet well and instead requested an in-line booster system to enhance reliability and mitigate the risk of overflows. As a result, the Design-Builder was directed to provide an in-line WAS booster pump station based on revised WAS Design Criteria, which included updates to capacity, flow rate, and pipe diameters.

This Contract provides for a Two-Step Process when substantial design work is required for a proposed change. Step 1 of the process is for the review and approval of Design Services. Step 2 is for the review and approval of the Construction Services.

The cost of design services for the CDWWTP In-Line WAS booster pump station was \$576,346.00, which was approved through Change Order No. 1.

The total construction services cost for the construction of the new In-Line Booster Pump Station located in the Plant 2 Sludge Concentrator Building for pumping WAS from Return Activated Sludge from Plants 1 and 2 to the New Sludge Thickening and Dewatering Facility at CDWWTP, which includes all costs for structural, architectural, coatings, HVAC, instrumentation, controls, and electrical, is \$7,920,357.00. Costs of \$3,739,268.00 were paid through the Contract's Construction Contingency Allowance. The remaining balance of \$4,181,089.00 will be approved through this Change Order.

2. Owner Furnishings - Construction Services (SDWWTP) - \$620,000.00

A Dedicated Allowance in the amount of \$620,000.00 is being established to construct all essential building furnishings, including cabinetry, utilities, laboratory supplies, IT facilities, and electronic equipment required by WASD staff to operate and maintain the new Thickening and Dewatering Facility.

3. Discrepancies in Surveying (SDWWTP) - \$249,000.00

A Dedicated Allowance in the amount of \$249,000.00 is being established for additional surveying services required to determine the discrepancies in the Contract elevation versus the actual field elevation measurements. This difference in elevations and unforeseen change in soil conditions resulted in the need for additional backfill material to be brought to the site in order to bring the final elevation into compliance with the Design Criteria Professional (DCP) Documents.

The costs of the WAS Revised Design Criteria and the establishment of the two dedicated allowances totaling \$5,050,089.00 will be offset by the reduction of unused funds from Dedicated Allowances for Permitting Preparation and Fees, Changes in Soil Conditions, and Environmental Investigations (\$2,913,266.07); the Design Contingency Allowance (\$649,822.93); and the Thickening Dry Polymer System (\$1,487,000.00), which are of equal value and result in a net-zero change.

Conclusion:

Change Order No. 2 is a net zero change, which reallocates unused Contract funds for two Dedicated Allowances and the remaining cost of the CDWWTP WAS In-Line Booster Pump Station.

This Change Order also grants a 398-day non-compensable time extension for the SDWWTP portion of the Project and a 520-day non-compensable time extension for the CDWWTP portion of the Project, which extends the Project's Substantial Completion Dates for the SDWWTP from March 13, 2024 to April 15, 2025 and for CDWWTP from March 13, 2024 to August 15, 2025. It also extends the Project's Final Completion Dates for the SDWWTP portion of the Project from July 11, 2024 to August 13, 2025 and for the CDWWTP portion of the Project from July 11, 2024 to December 13, 2025.

RESERVATION OF RIGHTS: The Design-Builder takes exception to the classification of the 398-day delay to SDWWTP as "non-compensable" and reserves its right to Liquidated Indirect Costs in accordance with the Contract.

This Change Order is revocable if not ratified by the Board of County Commissioners. In the event the Board of County Commissioners does not ratify this Change Order, the Contractor is not entitled to lost profits or other consequential or indirect damages; however, the Contractor is eligible for payment for any work done prior to failure of ratification.

Time Justification Declaration:

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

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 the Companies do hereby make, constitute and appoint **Nelly RENCHIWI** 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 **16th** day of **February, 2024**.



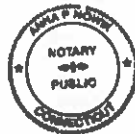
State of Connecticut

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, 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 **11th** day of **August**, **2025**



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.

MDC008

CHUBB

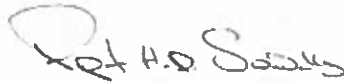
Power of Attorney

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

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Katherine Acosta, Thomas Bean, George O. Brewster, Desiree Cardlin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Karolynne Ramirez, Nelly Renchiwich, 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

SS.

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.

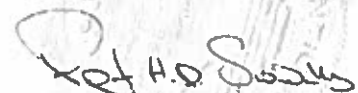
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority 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 August 11, 2025




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

Exhibit B

Ratification of Change Order No. 2 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	
1	WASD	Request for Qualifications/ Negotiations	Contract No. 19PKCOF002 Project No. DB18-WASD-02	Design-Build Services for the Construction of South District Wastewater Treatment Plant (SDWWTP) and the Central District Wastewater Treatment Plant (CDWWTP) Sludge Thickening and Dewatering Buildings	Poole and Kent of Florida	District 7 (Commissioner Raquel A. Regalado) District 8 (Commissioner Danielle Cohen Higgins)	\$0; 398 day non-compensable time extension for the SDWWTP portion of the Project and 520 day non-compensable time extension for the CDWWTP portion of the Project	Original Contract Amount \$195,555,444.00; Adjusted Contract Amount by Change Order 1 to \$208,505,510.00	Future WASD Renewal Bonds, WASD Revenue Bonds Sold and Wastewater Renewal Fund	N/A	Notice to Proceed Start Date: 07/06/2020; Final Completion Date for SDWWTP portion is 08/15/2025 and Final Completion Date for CDWWTP portion is 12/13/2025	1.83%	1.17%	8.64%	N/A	This project includes design-build services for Construction of SDWWTP and the CDWWTP Sludge Thickening and Dewatering Buildings Change Order No. 2 is a net-zero monetary change that reallocates unused funds for the Waste Activated Sludge pump station at CDWWTP and establishes two Negotiated Dedicated Allowances for additional required equipment, and grants a 398-day non-compensable time extension for the SDWWTP portion and a 520-day non-compensable time extension for the CDWWTP portion of the Project.

EXHIBIT C

Memorandum



Date: April 9, 2025

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

From: Laurie Johnson, Interim Director
Office of Small Business Development

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

Project No. DB18-WASD-02 was awarded with a 1.17% Small Business Enterprise - Architectural and Engineering (SBE-A/E) goal, a 8.64% Small Business Enterprise - Construction (SBE-Con) goal, and a 1.83% Small Business Enterprise - Goods (SBE-Goods). Change Order No. 2 was submitted to the Office of Small Business Development to review for application of Small Business Enterprise (SBE) measures. Change Order No. 2 increases the contract time and does not change the overall contract value, as such the goals 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 No. 2 is for a time extension only, as such R-1001-15 does not apply.

The prime, Poole & Kent Company of Florida has been paid \$196,469,537 equal to 93% of the contract value. The SBE-Con subcontractors have been paid \$19,582,235 equal to 9.97% of the amount paid to the prime, the SBE-A/E subcontractors have been paid \$3,606,644 equal to 1.84% of the amount paid to the prime, and the SBE-Goods firms have been paid \$4,061,756 equal to 2.07% 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, Pipeline and Pump Station Construction, WASD
Laura Verdager, Legislative and Municipal Affairs Special Assistant, WASD
Edith Brown, Chief, Contract Compliance Division, WASD
Frances Morris, Chief Financial Officer, WASD
Paul Adams, Chief, Construction Contracts Division, WASD
Alice Hidalgo-Gato, Section Chief, SBD
Patrick Hines, SPA1, SBD



MEMORANDUM

(Revised)

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

DATE: November 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, 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)(4)
11-4-25

RESOLUTION NO. R-1074-25

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. 2 TO PROJECT NO. DB18-WASD-02 – CONTRACT NO. 19PKCOF002, DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SDWWTP) AND THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT (CDWWTP) SLUDGE THICKENING AND DEWATERING BUILDINGS, BETWEEN MIAMI-DADE COUNTY AND POOLE AND KENT OF FLORIDA, WHICH CHANGE ORDER IS A NET-ZERO MONETARY CHANGE THAT REALLOCATES UNUSED FUNDS FOR THE WASTE ACTIVATED SLUDGE PUMP STATION AT CDWWTP, ESTABLISHES TWO NEGOTIATED DEDICATED ALLOWANCES FOR ADDITIONAL REQUIRED EQUIPMENT, AND GRANTS A 398-DAY NON-COMPENSABLE TIME EXTENSION FOR THE SDWWTP PORTION OF THE PROJECT AND A 520-DAY NON-COMPENSABLE TIME EXTENSION FOR THE CDWWTP PORTION OF THE PROJECT

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

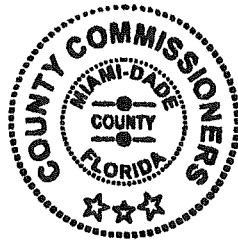
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically, approval of Change Order No. 2 to Project No. DB18-WASD-02, Contract No. 19PKCOF002, Design-Build Services for the Construction of

South District Wastewater Treatment Plant (SDWWTP) and the Central District Wastewater Treatment Plant (CDWWTP) Sludge Thickening and Dewatering Buildings (the “Project”), between Miami-Dade County and Poole and Kent of Florida. The Change Order is a net-zero monetary change that reallocates unused funds for the Waste Activated Sludge pump station at CDWWTP and establishes two Negotiated Dedicated Allowances for additional required equipment that was not originally anticipated. Change Order No. 2 also grants a 398-day non-compensable time extension for the SDWWTP portion of the Project and a 520-day non-compensable time extension for the CDWWTP portion of the Project. A copy of Change Order No. 2 is attached to the accompanying memorandum as Exhibit A.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 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