



MEMORANDUM

Agenda Item No. 7(J)(1)(C)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 7, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Contract TA01-MR21R
Douglas Road/U.S. 1 Pedestrian
Overpass
Change Order #1

The attached retroactive Change Order No. One to the contract between Merkury Corporation and Miami-Dade County has been prepared by the Office of Public Transportation Management and is recommended for approval.

CHANGE ORDER NO.:	One
PROJECT NO.:	TA01-MR21R
PROJECT LOCATION:	Douglas Road Station area/U.S. 1
PROJECT DESCRIPTION:	This project consists of the construction of a pedestrian overpass expanding over U.S. 1 to connect the east side of U.S. 1 to the Douglas Road Metrorail Station. The overpass structure consists of a structural steel truss with metal mesh for safety purposes supported by two reinforced concrete towers that will house the elevators and support the stairs.
PRIME CONTRACTOR:	Merkury Corporation
COMPANY PRINCIPAL (S):	Paul Tolles – President Ruben Alen – Vice President
COMPANY QUALIFIER:	Paul Tolles
LOCATION OF COMPANY:	Miami, Florida
YEARS IN BUSINESS:	Ten (10)
SUBCONTRACTORS:	Horizon Glass & Mirror JPL Plumbing MDB Otis Elevator Solares Electrical Steadfast Bridges

DBE GOAL: 18%

GOAL ACHIEVED AT AWARD: 30%

ORIGINAL ESTIMATE: \$1,393,832.00

CONTRACT AMOUNT: \$1,281,372.97 (See attached bid tabulation)

PREVIOUS CHANGE ORDERS: N/A

CHANGE ORDER RECOMMENDATION: An increase of \$278,108.19 in cost and a compensable time extension of 80 calendar days.

CLASSIFICATION OF CHANGE ORDER:

- Regulatory Change
- Other Agency Request Change
- Design Error Change
- Design Omission Change
- County Requested Change
- Unforeseen/Unforeseeable Change
- Other _____

ADJUSTED CONTRACT AMOUNT: \$1,559,481.17

PERCENTAGE OF INCREASE OR DECREASE PREVIOUS CHANGE ORDERS: N/A

PERCENTAGE OF INCREASE OR DECREASE THIS CHANGE ORDER: 21.7% increase in the contract cost.
22.2% increase in the contract duration.

JUSTIFICATION FOR CHANGE ORDER: This change order is necessary due to regulatory, design error, design omission and unforeseen changes.

The regulatory change was required because the latest edition of the South Florida Building

Code revised the impact loading for the steel guardrails from 200 lbs. to 400 lbs.

The design error changes included the addition of perforated metal panels to the stair landings and horizontal metal railings; the provision of angled stair risers; extra built-up roofing; additional plumbing; the provision of an anti-hydro concrete mixture; the provision of fire extinguishers; the increase in the thickness of the canopy support steel; the revision of the metal louvers and the provision of the embedded metal plates for the stair railing support.

The design omission changes included the addition of electrical items; the provision of landscaping items; the provision of the elevator control panels and the provision of the elevator HVAC systems.

The unforeseen changes included the revision of the roofing system; the plugging of the outlet pipe and the backfilling of the unearthed catch basin.

The contractor submitted his cost proposal for Change Notice #1 and itemized the extra work into 25 different items. Several meetings were held during the months of August through December, 2002 and 21 out of the 25 items have been negotiated and are included in this Change Order #1. The remaining 4 items are being negotiated and will be included in the future Change Order #2.

The above mentioned design error and omission changes amounted to approximately 80% of the total cost of these changes. The Design Consultant, Kan Mehta & Associates, has been notified and shall be backcharged incremental associated costs for the design error and omission change notices.

ALLOWANCE ACCOUNT STATUS:	Original Amount	\$65,553.55
	Expended to date	<u>\$63,254.24</u>
	Remaining Balance	<u>\$ 2,299.31</u>

ORIGINAL CONTRACT COMPLETION
DATE: July 4, 2003

REVISED CONTRACT COMPLETION
DATE: To be revised to October 2, 2003

USING AGENCY: Miami-Dade Transit

FUNDING SOURCE: Local Option Gas Tax
100% - \$1,559,481.17

APPROVED FOR LEGAL
SUFFICIENCY:


Bruce Libhaber
Assistant County Attorney

8/21/03
Date



Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 7, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(C)

Please note any items checked.

- "4-Day Rule" ("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**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No.7(J)(1)(C)

10-7-03

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF CHANGE ORDER NO. 1 TO CONTRACT TA01-MR21R BETWEEN MIAMI-DADE COUNTY AND MERKURY CORPORATION FOR AN INCREASE OF \$278,108.19 AND A COMPENSABLE TIME EXTENSION OF 80 CALENDAR DAYS

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 approves Change Order No. 1 to Contract TA01-MR21R for an increase of \$278,108.19 and a compensable time extension of 80 calendar days in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

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

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

BZ

Bruce Libhaber

CHANGE ORDER NO. 1

PROJECT NO. TA01-MR21R

DATE April 18, 2003

PROJECT TITLE: Douglas Road/U.S. 1 Pedestrian Overpass

TO CONTRACTOR: Merkury Corporation
9325 Park Drive, Suite G
Miami Shores, FL 33138

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.

Perform change work as specified in Change Notice #1.2 through #1.5; #1.7; #1.7A; #1.8; #1.10; #1.15 through # 1.20; #1.23; #1.24; #1.25; #7; #7B; #10 through #14; #16 and #17.

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT		<u>\$1,281,372.98</u>
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED		<u>0</u>
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER		<u>\$1,281,372.98</u>
COST OF CONSTRUCTION CHANGES THIS ORDER		<u>\$278,108.19</u>
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER		<u>\$1,559,481.17</u>
PERCENT INCREASE IN COST THIS CHANGE ORDER	<u>21.7%</u>	
TOTAL PERCENT INCREASE IN COST TO DATE	<u>21.7%</u>	
PERCENT INCREASE IN TIME THIS CHANGE ORDER	<u>22.2%</u>	
TOTAL PERCENT INCREASE IN TIME TO DATE	<u>22.2%</u>	

EXTENSION OF CONTRACT TIME ALLOWED BY THIS CHANGE 80 CALENDAR DAYS TO October 2, 2003

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

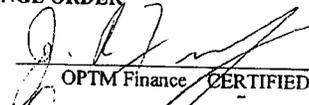
Date

SIGNATURE RESIDENT ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

Miami-Dade Transit
DEPARTMENT

MTX395910501
FUNDS BUDGETED CODE


OPTM Finance CERTIFIED BY

ACCEPTED BY: 
(COMPANY SEAL) Merkury Corporation

APPROVED 
BUDGET DIRECTOR

(SURETY SEAL): Michael Bonnet
Developers Surety & Indemnity Company
RECOMMENDED: Michael Bonnet, Attorney-in-Face & Florida Resident
Agent
CHIEF, TRANSIT CONSTRUCTION

DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

APPROVED: 
CHIEF, TRANSIT CONSTRUCTION

By: _____
County Manager

APPROVED: 
EXECUTIVE DIRECTOR, OPTM

ATTEST:
By: _____
Deputy Clerk

Prepare in Sets (6 copies). County Manager will forward all copies to Clerk of the Board. Clerk of the Board will make final distribution.

CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21RCHANGE ORDER NO. 1**BACKGROUND**

On July 24, 2002, MDT issued Change Notice #1 that revised the contract drawings (various general, architectural, structural, electrical, plumbing, mechanical and landscape items) to incorporate the Florida Department of Transportation (FDOT) and the City of Miami comments that were generated during the permit review. The main components of the change work consisted of replacing horizontal railing with perforated metal panels at stair landings, providing additional horizontal stair railing, changing anchor bolt size, adding light fixtures to the elevator and the prefabricated bridge and the providing of landscaping. The contractor submitted his cost proposal and itemized the extra work into 24 different items. Several meetings were held during the months of August and September, 2002 and 13 out of the 24 items have been negotiated and are included in this Change Order #1. The remaining 11 items are being negotiated and will be included in the future Change Order #2.

In addition, MDT issued Change Notice #7 and #7B to the contractor that instructed him to revise the electrical riser system, to provide the telephone communication line and to install an elevator recall control and supervisory panel.

Change Notice # 1.2 – Add perforated metal panels to stair landings**BACKGROUND**

In order to comply with the requirements of the South Florida Building Code (SFBC), Drawings A.02-3 and A04-8 were revised by the Design Consultant to include the provision of perforated metal panels at the stair landings.

SUMMARY OF NEGOTIATIONS

In his cost proposal dated August 15, 2002 the contractor requested a total of \$7,871.10 to perform the above work. The Resident Engineer (R.E.) reviewed this estimate and disagreed with the labor burden percentage requested and some material costs. After making the necessary revisions, both parties agreed that the amount of \$7,663.94 was acceptable. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.3 – Provide 8 additional horizontal metal rails at all stairs**BACKGROUND**

Drawing A.02-3 was revised by the Design Consultant to include 8 additional horizontal metal rails at all stairs to comply with SFBC regulations.

CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
 CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21RCHANGE ORDER NO. 1**SUMMARY OF NEGOTIATIONS**

In his cost estimate dated September 9, 2002, the contractor presented a sum of \$10,031.19 to perform the above work. The R.E. reviewed this proposal and disagreed with the labor burden percentage requested and some material costs. After making the necessary revisions, both parties agreed that the total of \$9,931.07 was acceptable. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.4 – Provide angled stair risers in lieu of 90° stair risers (steel material only)**BACKGROUND**

In order to comply with SFBC regulations, Detail 5 of Drawing A.04-8 was revised by the Design Consultant to provide angled stair risers in lieu of 90° stair risers.

SUMMARY OF NEGOTIATIONS

In his cost proposal dated September 10, 2002, the contractor detailed an amount of \$1,472.00 to provide the above risers. The R.E. reviewed this proposal and disagreed with some of the costs. After making some revisions, both parties agreed that the amount of \$704.51 was acceptable. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.5 – Provide additional labor to form 1” toe space for the concrete risers**BACKGROUND**

The contractor contended that additional labor was required to form the 1” toe space for the concrete risers in lieu of the 90° stair risers.

SUMMARY OF NEGOTIATIONS

In this cost estimate dated September 10, 2002, the contractor provided the sum of \$583.94 to perform the above described work. The R.E. checked this proposal and disagreed with the labor burden percentage and labor rate. Making the required revisions, resulted in a revised total of \$453.95 agreed to by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36,

MIAMI-DADE COUNTY

CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor was due a compensable time extension of nine (9) calendar days.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.7 – Incremental cost to provide revised roofing system

BACKGROUND

Section 07500, Membrane Roofing, of the technical specifications required that the mineral surfaced roofing be 2 ply split sheets manufactured by the Celotex Corporation or equal. This system called for a standard 10-year manufacturer's warranty. It was discovered that the Celotex Corporation was out of business and that an alternate roofing manufacturer was required. In response to RFI #18, the Design Consultant recommended that the roof be a 3 ply built-up roofing by GAF Materials Corporation and that a 20-year written warranty be secured.

SUMMARY OF NEGOTIATIONS

In his letter dated December 9, 2002, the contractor provided an estimate for \$2,852.24 as the incremented cost to provide the alternative roofing described above. The R.E. reviewed this proposal and disagreed with several costs. Making the necessary revisions reacted in a reduced sum of \$2,594.00 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.7A – Provide additional area of built-up roofing

BACKGROUND

In response to RFI #49, the Design Consultant provided architectural and structural sketches (SK-3, SK-4, and SK-5) and details of the parapet and lower slab roofs. These details called for an additional area of 110 s.f. to be roofed.

SUMMARY OF NEGOTIATIONS

In his letter dated December 8, 2002 the contractor submitted an amount of \$1,444.75 to provide the above additional roofing. The R.E. checked the back-up information provided and agreed with this total of \$1,444.75.

CHANGE ORDER TO ORIGINAL CONTRACT

PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.8 – Provide insulation board under the built-up roofing system

BACKGROUND

In response to RFI #17, the Design Consultant specified that polyisocyanurite insulation board should be provided under the alternate built-up roofing. The original technical specifications for the membrane roofing did not call for providing any insulation board.

SUMMARY OF NEGOTIATIONS

In his letter dated February 27, 2003 the contractor requested a total of \$751.44 to provide the insulation board. The R.E. reviewed this proposal and disagreed with the labor rates. Making the connections resulted in a reduced sum of \$685.47 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.10 – Provide additional engineering for guardrails (400 lb. impact loading in lieu of the revised S.F.B.C. standard of 200 lb. impact loading)

BACKGROUND

A note requiring that all guardrails to be designed to withstand impact loading of 400 lb. was added to Detail 2 of Drawing A-4.04 by the Design Consultant. This was revised in lieu of the 200 lb. impact loading as required by the old SFBC regulation and will require additional engineering.

SUMMARY OF NEGOTIATIONS

In his cost estimate dated September 10, 2002, the contractor requested a total of \$1,943.50 to perform the above work. The R.E. reviewed this submittal and disagreed with the material costs and mark-up. After making the necessary revisions, both parties agreed that the sum of \$1,890.00 was acceptable. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

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MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Change Notice # 1.15 – Increase the size of the bridge anchor bolts to 1 ¼" diameter & provide #3 hairpin ties

BACKGROUND

In Revision #1 to Detail B, Sheet S-5, of the revised permit drawings, the Design Consultant changed the bridge anchor bolts from 1" to 1 ¼" diameter and added #3 hairpin ties.

SUMMARY OF NEGOTIATIONS

In his letter dated October 24, 2002, the contractor proposed a total of \$723.95 to provide the bridge anchor bolts and hairpin ties. The R.E. reviewed this estimate and disagreed with the labor burden rate requested. Correcting this item resulted in a reduced amount of \$726.36 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

Change Notice # 1.16 – Provide electrical items as specified in the additional issued electrical drawings

BACKGROUND

Bids for this contract were received on December 21, 2001. On April 22, 2002 MDT issued the Part I Notice to Proceed to the contractor to secure the necessary building permit. Included in this set of permit drawings were additional electrical drawings that required extra work. The extra work comprised of additional Type A, Type B, Type D and Type E fixtures, contactors, panels, photo cells and all the required electrical incidentals.

SUMMARY OF NEGOTIATIONS

In his letter dated October 25, 2002 the contractor requested a total \$41,601.93 to perform the above additional electrical work. The R.E. reviewed this proposal and disagreed with several of the items requested. After making the necessary revisions, both parties agreed to the reduced sum of \$40,263.10.

In regards to this C. N. #1.16 and #7 staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor is due a compensable time extension of 36 calendar days that will be paid as a part of Change Notice #17.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of these Change Notices.

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Change Notice # 1.17 – Provide additional plumbing including rain water leaders storm drains with splash blocks, embedded vent stocks, etc.

BACKGROUND

The Design Consultant added additional plumbing as detailed in Drawing P-1 and Revision #1 to Section E, Drawing A-03.3.

SUMMARY OF NEGOTIATIONS

In his letter dated February 26, 2003, the contractor requested a sum of \$5,730.35 to provide to provide the additional plumbing. The R.E. checked this submittal and disagreed with the labor rates requested. After connecting this estimate, the revised amount of \$4,926.22 was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 1.18 – Provide landscaping items as specified

BACKGROUND

Drawings L-1, L-2 and L-3 were added to re-incorporate the City of Miami requirements concerning landscaping that included the provision of trees, shrubs, plantings, sod, mulch beds, top soil, transplanting and maintenance.

In the initial planning stages, landscaping requirements were addressed and included in the original drawings. MDT instructed the Design Consultant to remove these initial landscape requirements since a building was planned to be erected where the landscaping was to be planted. The contract drawings for the bidding process did not include any landscaping drawings.

SUMMARY OF NEGOTIATIONS

In his cost proposal dated September 11, 2002, the contractor requested a total of \$68,046.44 to provide the above described landscaping. The R.E. checked this estimate and disagreed with the material and labor costs. After several meetings and many hours of discussion, the reduced amount of \$63,458.20 was accepted by both parties.

For C. N. #1.18, #1.19, #1.20 and #1.23, staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor was due a compensable time extension of 30 calendar days that will be paid for as a part of Change Notice #17.

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CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of these Change Notices.

Change Notice # 1.19 – Remove portion of existing metal fence and install end posts

BACKGROUND

A note on added Drawing L-02 stated "Remove portion of existing metal fence and install end posts as required".

SUMMARY OF NEGOTIATIONS

In his cost estimate dated September 11, 2002, the contractor presented the amount of \$514.64 to perform the above described work. The R.E. reviewed this proposal and disagreed with the requested labor burden percentage. After making the required connection, both parties accepted the sum of \$500.96.

For C. N. #1.18, #1.19, #1.20 and #1.23, staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor was due a compensable time extension of 30 calendar days that will be paid for as a part of Change Notice #17.

Change Notice # 1.20 – Provide parking islands as specified

BACKGROUND

A note on added Drawing L-02 stated: "New parking islands to match existing parking island curbs (Typ.)." A total of 8 new parking islands have to be constructed in the south area of the site.

SUMMARY OF NEGOTIATIONS

In his cost submittal dated September 11, 2002, the contractor detailed the total of \$11,697.51 to perform the above described work. The R.E. reviewed this estimate and questioned the labor rates and the labor burden percentage. Making the required revisions resulted in an amount of \$10,838.78 that was accepted by both parties.

For C. N. #1.18, #1.19, #1.20 and #1.23, staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor was due a compensable time extension of 30 calendar days that will be paid for as a part of Change Notice #17.

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Change Notice # 1.23 – Remove 12” of road rock or greater to expose the native soil in the area of the multiple landscaping beds

BACKGROUND

Drawings L-1, L-2 and L-3 were added by the Design Consultant to the original contract drawings to incorporate the multiple landscaping beds as specified. General Note No.1 on Drawing L-1 stated that the contractor shall remove 12” of road rock or greater to expose the native soil in the area of the multiple landscaping beds.

SUMMARY OF NEGOTIATIONS

In his letter dated September 11, 2002 the contractor proposed a sum of \$8,959.50 to expose the native soil as described above. The R.E. checked this estimate and disagreed with the labor and equipment hours. Making the required revisions resulted in a reduced total of \$7,347.98 that was accepted by both parties.

For C. N. #1.18, #1.19, #1.20 and #1.23, staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor was due a compensable time extension of 30 calendar days that will be paid for as a part of Change Notice #17.

Change Notice # 1.24 – Provide an anti-hydro concrete admixture and fiberglass reinforcement to all on-grade concrete slabs

BACKGROUND

Drawing S-1 was revised by the Design Consultant to include Foundation Note No. 6 that specified that all on-grade concrete slabs shall contain an anti-hydro concrete admixture and fiberglass reinforcement.

SUMMARY OF NEGOTIATIONS

In his letter dated October 29, 2002 the contractor requested an amount of \$1,887.00 to provide the items as described above. The R.E. reviewed this proposal and disagreed with the requested rates. Making the necessary revisions resulted in a sum of \$1,817.22 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Change Notice # 1.25 – Plug outlet pipe and backfill catch basin as directed

BACKGROUND

Field site investigation by the contractor revealed a conflicting catch basin that was not included in the original drawings. The Design Consultant instructed the contractor to plug this outlet pipe and backfill the catch basin.

SUMMARY OF NEGOTIATIONS

In his letter dated August 15, 2002, the contractor submitted a cost of \$871.33 to plug the outlet pipe and backfill the catch basin. The R.E. reviewed this estimate and disagreed with the labor burden rate requested. Making the necessary correction resulted in a revised total of \$829.33 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice # 7 – Revise the electrical riser system and provide the underground telephone communication line

BACKGROUND

The original version of Drawing E-3, issued for bidding, detailed an electrical riser system consisting of an electrical panel, elevator panel, electric meter, disconnect switch and overhead service from a Florida Power & Light (FPL) transformer. This system was typical for both towers. Revisions to Drawing E-1; E-2 and E-3 added additional electrical notes, revised details for the elevator panel, added detail for the concrete encased electrical ducts and revised the electrical riser system. The added electrical note No. 34 stated: "Conductors feeding the North Tower (Panel A) shall be installed within the bridge structure in a raceway encased in concrete not less than 2" thick. Two additional 2" conduits shall be installed: one spare and one for a dedicated phone line. Raceway terminations at both ends of the bridge shall be made by expansion coupling." The response to Request for Information (RFI) #36 detailed the exact location of this expansion coupling.

SUMMARY OF NEGOTIATIONS

In his letter dated October 31, 2002 the contractor proposed a total of \$46,398.32 to perform the above described work. The R.E. reviewed this proposal and requested additional back-up information regarding the electrical subcontractor's figures. Several meetings were held in November, 2002 to try and resolve this item. In his letter dated November 22, 2002 the contractor submitted a revised sum of \$41,112.05. The R.E. again checked this estimate and accepted this amount. Included in this amount was a credit of (\$1,560.00) for the work that would have been done under the originally proposed electrical riser system.

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CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Douglas Road/U.S. 1
Pedestrian Overpass
CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

In regards to C. N. #1.16 and this C.N. #7 staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor is due a compensable time extension of 36 calendar days that will be paid as a part of Change Notice #17.

Change Notice # 7B – Provide the elevator recall control & supervisory panels

BACKGROUND

The elevator first floor electrical plan detail included in the original Drawing E-2 was revised to provide an elevator recall control and supervisory panel (typical for each tower). The response to RFI #60 indicated that that panel was required to comply with the National Fire Protection Association (NFPA) 72-Code.

SUMMARY OF NEGOTIATIONS

In his letter dated January 15, 2003 the contractor submitted an estimate for \$9,011.52 to perform the above described work. The R.E. thoroughly reviewed this proposal and accepted this amount. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice #10 – Provide Larsen MP6 fire extinguishers

BACKGROUND

In Revision #2, Sheet A-01.4, of the permit drawings, the Design Consultants added that the subject fire extinguishers should be provided.

SUMMARY OF NEGOTIATIONS

In his letter dated October 24, 2002, the contractor proposed an amount of \$202.79 to procure the subject fire extinguishers. The R.E. checked this submittal and disagreed with the labor requested. Making the necessary revisions resulted in a reduced sum of \$159.75 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

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CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Change Notice #11 – Increase canopy support steel to ½” thickness & provide ¼” insulating neoprene pad.

BACKGROUND

In Revision #1 of Section A of Sketch SK-2 issued in CDT #05200-10, the Design Consultant changed the steel canopy support thickeners to ½” and added the requirement for a ¼” thick insulating neoprene pad.

SUMMARY OF NEGOTIATIONS

In his letter dated December 9, 2002, the contractor submitted a cost of \$724.36 to provide the above described changes. The R.E. reviewed this proposal and disagreed with the labor hours and the labor burden requested. Making the necessary revisions resulted in a reduced total of \$543.10 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice #12 – Provide HVAC system for the elevators

BACKGROUND

No HVAC system was specified in the original bid drawings. In response to RFI #28, the Design Consultant issued Sketch M-ISK that detailed the required HVAC system.

SUMMARY OF NEGOTIATIONS

In his letter dated March 10, 2003, the contractor provided an amount of \$5,544.00 to provide the above described HVAC system. The R.E. reviewed the sub-contractor's back-up information and accepted this sum of \$5,544.00. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, and Articles 39, 40 and 41 of the General Conditions and determined that the contractor was due a compensable time extension of seven (7) calendar days that will be paid for as part of Change Notice #17.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

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PROJECT TITLE: Douglas Road/U.S. 1
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SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Change Notice # 13 – Incremental cost to provide revised louvers

BACKGROUND

Section 10212, Louver System, of the technical specifications detailed that Airolite drainable louvers (Model #K609HP) should be provided. During his procurement process, the contractor discovered that this model did not have MDC Product Approval and requested details for an alternate. In response to RFI#26, the Design Consultant recommended alternate Model #K605 that required additional installation costs because of its revised size.

SUMMARY OF NEGOTIATIONS

In his letter dated November 22, 2002, the contractor submitted an amount of \$172.44 as the incremental cost for the alternate louvers. The R.E. checked this proposal and agreed with the sum of \$172.44. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice #14 – Provide #3 steel tie hoop to the bearing columns

BACKGROUND

In his letter dated January 27, 2003 the Design Consultant instructed the contractor to add one (1) #3 steel tie hoop to each bearing column.

SUMMARY OF NEGOTIATIONS

In his letter dated February 4, 2003 the contractor requested a sum of \$357.86 to provide the additional steel hoops. The R.E. checked this estimate and disagreed with the labor hours. Making the necessary corrections resulted in a reduced amount of \$204.76 that was accepted by both parties. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

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SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

Change Notice #16 – Provide galvanized embedded metal plates for railing support at the 2nd floor balcony

BACKGROUND

In response to RFI #38, the Design Consultant instructed the contractor to provide four (4) hot-dipped galvanized metal plates for the railing support at the 2nd floor balcony.

SUMMARY OF NEGOTIATIONS

In his letter dated December 8, 2002 the contractor submitted an estimate for \$1,910.18 to provide the above metal plates. The R.E. reviewed this proposal and disagreed with the labor and material rates. Making the necessary corrections resulted in a revised total of \$1,184.73 that both parties accepted. Staff and the R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact.

The Design Consultant, Kan Mehta & Associates, shall be backcharged an associated incremental cost for the issuance of this Change Notice.

Change Notice #17 – Provide compensation for a time extension

BACKGROUND

In his letter #MDCM-39 dated February 24, 2003 the contractor submitted a request for a time extension of 114 calendar days (of which 14 are non-compensable) as detailed below:

- 1). Delay #1 – 6 days (C.N. #1.9 & #1.11)
- 2). Delay #2 – 36 days (C.N. #1.16 & #7)
- 3). Delay #3 – 14 days (Balcony structural)
- 4). Delay #4 – 9 days (C.N. #1.5)
- 5). Delay #5 – 7 days (C.N. #12)
- 6). Delay #6 – 42 days (C.N. #1.18 through #1.23)

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CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

SUMMARY OF NEGOTIATIONS

OPTM Scheduling staff reviewed the above submittal and determined that the contractor was entitled to a compensable time extension of 80 calendar days as detailed below:

- 1). Delay #1 – 0 days
- 2). Delay #2 – 36 days
- 3). Delay #3 – 0 days
- 4). Delay #4 – 9 days
- 5). Delay #5 – 7 days
- 6). Delay #6 – 28 days

In his letter dated February 24, 2003 the contractor provided the breakdown of his daily overhead rate of \$801.30. The R.E. checked the details of this rate and agreed with this daily sum. Thus, the contractor shall be compensated in the amount of \$64,104.00 ($\801.30×80 days) for this time extension.

Measurement and payment shall be as follows:

Add the following new items to Page 5 of 11, Bid Form:

**MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

PROJECT TITLE: Douglas Road/U.S. 1
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CONTRACTOR: Merkury Corporation

SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

ITEM No.	DESCRIPTION	QUANTITY	UNIT	CHANGE AMOUNT
C.O. # 1 (C.N. # 1.2)	Provide perforated metal panels to stair landings	1	L.S.	\$7,663.94
C.O. # 1 (C.N. # 1.3)	Provide 8 additional horizontal metal rails at all stairs	1	L.S.	\$9,931.07
C.O. # 1 (C.N. # 1.4)	Provide additional material to form 1" toe space in lieu of 90° concrete stair risers	1	L.S.	\$704.51
C.O. # 1 (C.N. # 1.5)	Provide additional labor to form 1" toe space in lieu of 90° concrete stair risers	1	L.S.	\$453.95
C.O. #1 (C.N.#1.7)	Incremental cost to provide revised roofing system	1	L.S.	\$2,590.00
C.O. #1 (C.N.#1.7A)	Provide additional area of built-up roofing	1	L.S.	\$1,444.75
C.O. #1 (C.N.#1.8)	Provide insulation board under the built-up roofing	1	L.S.	\$685.47
C.O. # 1 (C.N.#1.10)	Provide additional engineering for guardrail (400 lb. impact loading)	1	L.S.	\$1,890.00
C.O.#1 (C.N.#1.15)	Provide 1 1/4" diam. anchor bolts & #3 hairpin ties	1	L.S.	\$726.36
C.O. #1 (C.N. #1.16)	Provide additional electrical items as specified in the added electrical drawings	1	L.S.	\$40,263.10
C.O. # 1 (C.N.#1.18)	Provide landscaping as specified	1	L.S.	\$63,458.20
C.O. # 1 (C.N.#1.19)	Remove portion of existing metal fence & install end posts	1	L.S.	\$500.96
C.O. # 1 (C.N.#1.20)	Provide parking islands as specified	1	L.S.	\$10,838.78
C.O. # 1 (C.N.#1.23)	Remove 12" or greater of road rock to expose native soil in the area of landscaping beds	1	L.S.	\$7,347.98
C.O. # 1 (C.N.#1.24)	Provide an anti-hydro concrete admixture and fiberglass reinforcement to on-grade slabs	1	L.S.	\$1,817.22
C.O. #1 (C.N.#1.25)	Plug outlet pipe and backfill catch basin as directed	1	L.S.	\$829.33
C.O. #1 (C.N. #7)	Revise the electrical riser system and provide the underground telephone communication line	1	L.S.	\$41,112.05
C.O. #1 (C.N. #7B)	Provide the elevator recall control and supervisory panels	1	L.S.	\$9,011.52

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**MIAMI-DADE COUNTY
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PROJECT TITLE: Douglas Road/U.S. 1
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SUPPLEMENT

CONTRACT NO. TA01-MR21R

CHANGE ORDER NO. 1

ITEM No.	DESCRIPTION	QUANTITY	UNIT	CHANGE AMOUNT
C.O. # 1 (C.N. # 10)	Provide Larsen MP6 fire extinguishers	1	L.S.	\$159.75
C.O. # 1 (C.N. # 11)	Increase canopy steel to ½" thickness & provide ¼" thick neoprene pad	1	L.S.	\$543.10
C.O. # 1 (C.N. # 12)	Provide HVAC system for elevators	1	L.S.	\$5,544.00
C.O. # 1 (C.N. # 13)	Incremental cost to provide revised louvers	1	L.S.	\$172.44
C.O. # 1 (C.N. # 14)	Provide #3 steel tie hoop to the bearing columns	1	L.S.	\$204.76
C.O. # 1 (C.N. # 16)	Provide galvanized embedded metal plates	1	L.S.	\$1,184.73
C.O. # 1 (C.N. # 17)	Provide compensation for a time extension of 80 calendar days	1	L.S.	\$64,104.00
			Total	\$278,108.19

The terms and conditions of this change order and receipt by the contractor of the sum stipulated in this change order shall constitute a full accord and satisfaction by the contractor for all direct and indirect costs and time of performance related to the services and materials described and/or referenced herein, and for any claims the contractor has or may discover it had for acts or omissions of the County or the County's agents preceding the date the contractor executes this change order.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:
*** Michael A. Holmes, Gerald J. Arch, Michael Bonet, jointly or severally ***

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 7th day of November, 2001.

By: 
David H. Rhodes, Executive Vice President

By: 
Walter A. Crowell, Secretary

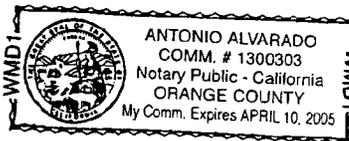


STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On November 7, 2001, before me, Antonio Alvarado, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

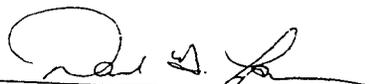
Signature 



CERTIFICATE

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 30th day of April, 2003.

By: 
David G. Lane, Chief Operating Officer