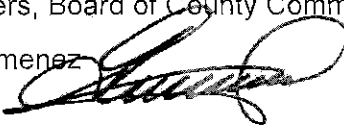


Memorandum



Date: April 5, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Change Order No. 2 to the Construction Contract between Miami-Dade County and TGSV Enterprises, Inc. for the Pre-Trial Detention Center Renovation and Expansion, ISD Project No. Z00018 GOB ESP; ISD Contract No. Z00018-C GOB

Agenda Item No. 8(F)(4)

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize Change Order No. 2 to the construction contract between Miami-Dade County and TGSV Enterprises, Inc. (TGSV) for the Pre-Trial Detention Center Renovation and Expansion, a multi-phase project which includes various components such as crawl space cleanup, the relocation and renovation of the existing east kitchen unit, and options for building structural envelope improvements. This change order in the amount of \$873,665 will increase the contract amount from \$7,293,892 to \$8,167,557 and addresses the following issues:

- 1) Provides a time extension of 465 calendar days, which is comprised of 243 compensable days in the amount of \$275,805 and 222 non-compensable days, of which 73 days replenish the contingency time allowance. This results in an overall extension of the original contract time from 798 to 1,263 calendar days, from August 7, 2015 to November 14, 2016.
- 2) Provides \$597,860 to fully replenish the contract's contingency allowance account, which has been depleted as a result of numerous unforeseen conditions found at the project site since construction activities started in August 2013.

This project was added to the County's Economic Stimulus Plan (ESP) approved projects list on April 2, 2013 through Resolution No. R-196-13. As such, this change order does not require committee review. Per Resolution No. R-1001-15, the contract work performed to date meets at least 85 percent of the small business goal assigned to this project, which is a 20 percent Small Business Enterprise-Construction Services goal.

Scope

Although the project is located within the boundaries of District 3, which is represented by Commissioner Audrey M. Edmonson, the impact of this project is countywide in nature.

Fiscal Impact/Funding Source

This change order will not increase the overall budgeted project amount of \$47 million for the Pre-Trial Detention Center Renovation and Expansion, Project #387680, as shown in Volume 2, page 37, of the FY 2015-16 Adopted Budget and Multi-Year Capital Plan. The \$873,665 being requested for Change Order No. 2 will be funded through the reallocation of expenses between current and future project phases using existing Building Better Communities General Obligation Bond Program proceeds.

Track Record/Monitor

Richard Cabrera, Construction Manager in the Design and Construction Services Division of the Internal Services Department, is managing this capital project on behalf of the Miami-Dade Corrections and Rehabilitation Department.

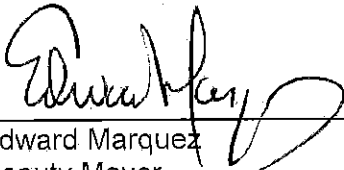
Background

On April 30, 2013, the County approved the construction contract for the renovation of the Pre-Trial Detention Center, which includes various project tasks, e.g., the cleanup of the existing crawl space; the renovation of the existing dormitory space into a temporary food processing area; and the renovation of the existing kitchen and its merger with the temporary food processing area into one (1) large re-heating kitchen.

The project has unique complexities, as this is a large renovation within a secured correctional facility that must remain operational during construction. The ability to conduct an in-depth investigation of pre-existing conditions was extremely limited and, therefore, challenges arose after construction activities started in August 2013. Some unforeseen conditions, mainly related to electrical, structural, and civil design elements were resolved with the approval of Change Order No. 1 through Resolution No. R-719-15 in September 2015.

As construction continued to progress, additional unforeseen conditions developed during recent months that led TGSV to perform extra work outside the scope of the original construction contract. The compensable time extension included in the proposed Change Order No. 2 is required to install additional security doors and hardware resulting from security and safety features requested by the Corrections and Rehabilitation Department as well as renovation work performed at Corridor No. 100 in order to maintain all required kitchen/delivery functions operational during construction. Additional funding is required to address environmental concerns that were identified recently, such as soil underneath the concrete slab that is contaminated and water and sewer pipes that are currently being assessed for repairs. Therefore, replenishment of the contingency allowance is necessary.

The Pre-Trial Detention Center Renovation and Expansion project was originally projected to be completed by August 7, 2015. However, due to the above-mentioned delays impacting the critical path contract delivery schedule, the estimated completion date is now November 14, 2016. Amendment No. 1 to the Professional Services Agreement between Miami-Dade County and URS Corporation for Architectural and Engineering Consulting Services for the Pre-Trial Detention Center Renovation and Expansion is planned to be considered by the Board on the same agenda as this item.



Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(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 ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor _____ Agenda Item No. 8(F)(4)
Veto _____ 4-5-16
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN MIAMI-DADE COUNTY AND TGSV ENTERPRISES, INC. FOR THE PRE-TRIAL DETENTION CENTER RENOVATION AND EXPLANSION, ISD PROJECT NO. Z00018 GOB ESP, ISD CONTRACT NO. Z00018-C GOB, IN THE AMOUNT OF \$873,665.00 FUNDED FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS AND INCREASING THE CONTRACT TIME BY 465 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME

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. 2 to the construction contract between Miami-Dade County and TGSV Enterprises, Inc. for the Pre-Trial Detention Center Renovation and Expansion, ISD Project No. Z00018 GOB ESP; ISD Contract No. Z00018-C GOB, in substantially the form attached hereto and made a part hereof, in the amount of \$873,665.00 funded from the Building Better Communities General Obligation Bond funds and increasing the contract time by 465 calendar days; and authorizes the County Mayor or the County Mayor's designee to execute the Change Order 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of April, 2016. 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DF.

Daniel Frastai

MIAMI-DADE COUNTY, FLORIDA

INTERNAL SERVICES DEPARTMENT

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 2

CONTRACT NO: Z00018-C GOB

DATE: 11/10/2015

PROJECT TITLE: Miami-Dade County Pre-Trial Detention Center Renovation and Expansion

TO CONTRACTOR: TGSV Enterprises, Inc., 1301 W 68th Street, Hialeah, FL 33014

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: The work authorized includes the following:

Replenishment of Contingency Allowance

Replenishment of the contingency allowance to allow the County to address any unforeseen conditions that may arise through final completion of the project.

Time extension and Replenishment of Contingency Time Allowance

Increase in the original contract term by 465 calendar days in both, non-compensable and compensable time. The time extension includes 73 calendar days to replenish the original contingency time allowance.

Monetary

Justification:

Replenishment of Contingency Allowance

Replenishment of the contingency allowance in the amount of \$597,860. This action is recommended in order to allow the County to address any unforeseen conditions that may arise through final completion of the project.

Time Justification:

Increase the original contract term by 465 calendar days. The time extension includes 1) 149 non-compensable calendar days; 2) 73 calendar days to replenish the contingency time allowance so that any unforeseen conditions that may arise through final completion of the project can be resolved; and 3) 243 compensable calendar days to account for construction delays negotiated with the contractor due to a) modifications and additions of security doors and hardware resulting from errors and omissions by the Architect of Record and client department security and safety requirements; and b) renovation work performed at Corridor No. 100 due to unforeseen conditions.

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-----	\$6,696,032
COST OF CHANGES PREVIOUSLY ORDERED-----	\$597,860
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$7,293,892
COST OF CHANGES WITH THIS DOCUMENT-----	\$873,665
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$8,167,557
PERCENT INCREASE WITH THIS CHANGE-----	11.97%
TOTAL PERCENT INCREASE TO DATE-----	21.97%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	725 / 0 / 392
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE---	73 / 0 / 73
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1,263


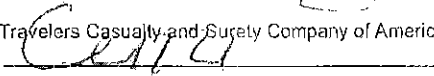
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CERTIFYING STATEMENT: The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

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.

Accepted By:

<u>Organization</u>	<u>Name</u>	<u>Title</u>	<u>Date</u>
TGSV Enterprises, Inc		Contractor	11/11/15
Surety	Travelers Casualty and Surety Company of America 	Surety	11/11/15

Charles J. Nielson, Atty-in-Fact

<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By: <u>County Attorney</u> (for legal sufficiency)	_____	_____
Approved By: <u>County Mayor</u>	_____	_____
Attested By: <u>Clerk of the Board</u>	_____	_____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989

Certificate No. 006370453

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Cicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 3rd day of June 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of June 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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

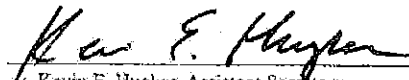
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of November, 2015.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.