

Memorandum



Date: October 2, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(N)(7)

From: Carlos A. Gimenez
Mayor

Subject: Change Order No. 1 for the Project Entitled Roadway Improvements along SW 152 Street,
from SW 157 Avenue to SW 147 Avenue to H&R Paving, Inc.

Recommendation

The attached Change Order No. 1, for a Contract between H&R Paving, Inc. (H&R) and Miami-Dade County (County) has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval. This Change Order extends the contract duration by 124 non-compensable calendar days.

**CHANGE ORDER
NUMBER:** 1

Scope

PROJECT NAME: Roadway Improvements along SW 152 Street, from SW 157 Avenue to SW 147 Avenue (Project)

PROJECT NO: 20150187

CONTRACT NO: 20150187

PROJECT DESCRIPTION: The work consists of widening the existing roadway from two to four lanes with a raised median, sidewalks, curb and gutters, bicycle paths, continuous storm drainage system, signalization, pavement markings and signage, and decorative lighting.

PROJECT LOCATION: SW 152 Street, from SW 157 Avenue to SW 147 Avenue

PRIMARY COMMISSION DISTRICT: District 9, represented by Commissioner Dennis C. Moss, and District 11, represented by Commissioner Joe A. Martinez

APPROVAL PATH: Board of County Commissioners (Board)

USING DEPARTMENT: DTPW

MANAGING DEPARTMENT: DTPW

Fiscal Impact / Funding Source

FUNDING SOURCE: This Project is being funded by Road Impact Fees as per the Contract Award approved by the Board on September 7, 2016 through Resolution No. R-796-16. This Change Order does not increase the contract amount.

CHANGE ORDER FUNDING SOURCE: N/A

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CHANGE ORDER DESCRIPTION: This Change Order extends the contract duration by 124 non-compensable calendar days.

MONETARY JUSTIFICATION: Not applicable. This Change Order does not increase the contract amount.

TIME JUSTIFICATION: This Change Order extends the contract time by 124 non-compensable calendar days due to the following:

- The contract was delayed by 83 non-compensable calendar days due to unforeseen conflicts with Florida Power and Light, Comcast, Fibernet, and AT&T underground utilities. These delays were as a result of additional coordination and work performed by the utility companies to remove or relocate their infrastructure from within the Project's limits of construction.
- The contract was delayed by 12 non-compensable calendar days due to unforeseen utility conflicts which required additional work from H&R. As a result of these conflicts, the location of a bicycle path/sidewalk, street lights, and drainage structures needed to be re-designed, delaying H&R's critical path.
- The contract was delayed by 14 non-compensable calendar days as a result of additional work requested by the County, paid from the Contract's contingency allowance account. The additional work consisted of revisions to drainage structures and associated pipes, as well as the installation of additional sodding within the Project's limits.
- The contract was delayed by 15 non-compensable calendar days due to delays as a result of Hurricane Irma.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$4,413,302.19	\$0.00	\$0.00	\$4,413,302.19	\$3,405,485.01	\$1,007,817.18
CONTINGENCY:	\$441,330.22	\$0.00	\$0.00	\$441,330.22	\$2,197.17	\$439,133.05
DEDICATED:	<u>\$78,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$78,000.00</u>	<u>\$11,084.82</u>	<u>\$66,915.18</u>
TOTALS:	\$4,932,632.41	\$0.00	\$0.00	\$4,932,632.41	\$3,418,767.00	\$1,513,865.41

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	425	0	81	506
CONTINGENCY:	<u>43</u>	<u>0</u>	<u>43</u>	<u>43</u>
TOTAL DURATION:	468	0	124	549

INITIATING FACTORS FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
Unforeseen Conditions	N/A	110
County Requested Change	N/A	14
Total	<u>N/A</u>	<u>124</u>

Track Record / Monitor

PERFORMANCE RECORD: DTPW has reviewed the Capital Improvements Information System (CIIS) database and found 94 awarded construction contracts and 201 contractor performance evaluations with an overall performance rating of 3.2 out of a possible 4.0 for H&R. The CIIS, and information relevant to contractor's performance, is available through the Internal Services Department (ISD).

The Small Business Development (SBD) History of Violation's report lists no violations for this contractor. This information is available through ISD's Small Business Development (SBD) Reports.

PRIME CONTRACTOR: H&R Paving, Inc.

COMPANY PRINCIPAL: Raul Gonzalez and Lucrecia Gonzalez

COMPANY QUALIFIERS: Raul Gonzalez

COMPANY EMAIL ADDRESS: abe@hrpaving.com

COMPANY STREET ADDRESS: 1955 NW 110 Avenue

COMPANY CITY-STATE-ZIP: Miami, Florida 33172

YEARS IN BUSINESS AT TIME OF AWARD: 42

**PREVIOUS
CONTRACTS WITH
COUNTY IN THE
LAST FIVE YEARS
AT TIME OF
AWARD:**

According to the Firm History Report as provided by SBD, the Contractor has been awarded 26 contracts in the amount of \$52,141,829.61.

**SUB
CONTRACTORS
AND SUPPLIERS
(SECTION 10-34
MIAMI DADE
COUNTY CODE):**

S.S.L. Corp., Highway Striping, Inc., Florida City Engineering Contractors, Inc., A & B Pipe & Supply, Inc., and Downrite Engineering Corporation

**REVIEW
COMMITTEE
ASSIGNED
CONTRACT
MEASURES:**

<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>ACHIEVED</u>
SBE/GS	1.10%	\$53,843.54	\$101,790.29
SBE/CON	24.40%	\$1,194,347.55	\$641,477.26
CWP	N/A	N/A	N/A

**PROJECT
MANAGER NAME /
PHONE / EMAIL:**



Juan Canizares (305) 375-1802 juanjo@miamidade.gov

BACKGROUND:

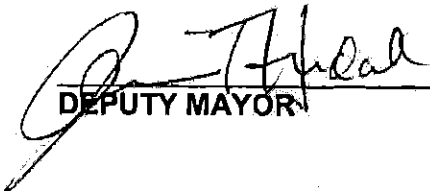
SW 152 Street is an important east-west transportation corridor within the County. The adjacent areas have experienced significant growth, and are expected to continue as large commercial and residential projects are built and occupied. As such, providing for mobility along this corridor at an acceptable level is critical to the surroundings areas.

DEPARTMENT FINANCE:  7/5/18
FINANCE OFFICER: _____ DATE:

INDEX CODE:

BUDGET APPROVAL  6/29/18
FUNDS AVAILABLE:  OMB DIRECTOR _____ DATE

APPROVED AS TO  6/13/18
LEGAL SUFFICIENCY: _____ COUNTY ATTORNEY _____ DATE

 7/17/18
DEPUTY MAYOR _____ DATE

CLERK DATE _____
DATE

Memorandum



Date: May 9, 2018

To: Alice Bravo, Director
Department of Transportation and Public Works

From: Gary T. Hartfield, Director
Small Business Development Division
Internal Services Department

Subject: Project RPQ No. 20150187, Roadway Improvements to SW 152 Street from SW 157 Avenue to SW 147 Avenue

A handwritten signature in black ink, appearing to be "G. Hartfield", written over the "From:" field of the memorandum.

Project RPQ No. 20150187 was reviewed for compliance with the 24.4% Small Business Enterprise-Construction (SBE-Construction) goal, the 1.1% Small Business Enterprise – Goods & Services (SBE-Goods & Services) goal, and the Responsible Wages and Benefits requirements. Resolution R-1001-15 requires County contracts with small business measures meet at least 85% 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. 1 is for a time extension only, as such R-1001-15 does not apply.

Through the last reporting period of March 4, 2018, the prime contractor, H & R Paving, Inc. (H&R), has performed \$2,920,586.60 of the contract amount and has been paid \$2,402,312.19. The SBE-Construction firms meeting the 24.4% goal have performed \$641,477.26 and been paid \$490,725.17. The SBE-Goods & Services firm meeting the 1.1% goal has requisitioned and been paid \$101,790.29. The prime and its subcontractors are currently in compliance with the Responsible Wages and Benefits requirements. Please do not hesitate to contact Alice Hidalgo-Gato, SBD Section Chief, at (305) 375-3153 should you need additional information.

- c: Manuel Garcia, Assistant Director Construction & Maintenance, DTPW
- Alejandro Martinez-Esteve, Section Head, DTPW
- Alvaro Castro, Special Projects Administrator, DTPW
- Juan Cañizares, Road Construction Engineer, DTPW
- Alice Hidalgo-Gato, SBD Section Chief, ISD

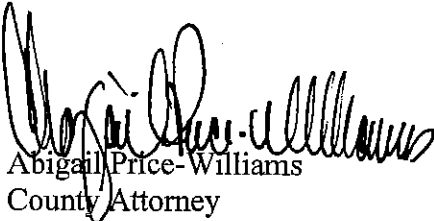


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 2, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(7)

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
Veto _____
Override _____

Agenda Item No. 8(N)(7)
10-2-18

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 BETWEEN MIAMI-DADE COUNTY AND H & R PAVING, INC. FOR THE PROJECT ENTITLED ROADWAY IMPROVEMENTS ALONG SW 152 STREET, FROM SW 157 AVENUE TO SW 147 AVENUE (PROJECT NO. 20150187), EXTENDING THE CONTRACT DURATION BY 124 NON-COMPENSABLE CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECTURE 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. 1 between Miami-Dade County and H & R Paving, Inc., for the project entitled Roadway Improvements Along SW 152 Street, from SW 157 Avenue to SW 147 Avenue (Project No. 20150187), in substantially the form attached hereto and made a part hereof, extending the contract duration by 124 non-compensable calendar days; and authorizes the County Mayor or 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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of October, 2018. 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.



Annery Pulgar Alfonso

MIAMI-DADE COUNTY, FLORIDA
PUBLIC WORKS AND WASTE MANAGEMENT
CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1 CONTRACT NO: 20150187 DATE: 6/13/2018
 PROJECT TITLE: Roadway Improvements along SW 152 Street, from SW 157 Avenue to SW 147 Avenue
 TO CONTRACTOR: H & R Paving Inc. 1955 NW 110 Avenue Miami, Florida 33172

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: This Change Order extends the contract duration by 124 non-compensable calendar days.
Monetary Justification: Not applicable. This Change Order does not increase the contract amount.
Time Justification: This Change Order extends the contract time by 124 non-compensable calendar days due to the following:
 • The contract was delayed by 83 non-compensable calendar days due to unforeseen conflicts with Florida Power and Light, Comcast, Fibernet, and AT&T underground utilities. These delays were as a result of additional coordination and work performed by the utility companies to remo (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.

The Small Business Development (SBD) History of Violation's report lists no violations for this contractor. This information is available through ISD's Small Business Development (SBD) Reports. There was an scrivners error in page showing contingency time as double the actual quantity of days.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$4,932,632.41
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$4,932,632.41
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$4,932,632.41
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	425 / 0 / 81
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	43 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	549

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: H & R Paving Inc. Name: Abe Rodriguez Title: VP Date: 9/19/18
 Contractor: _____
 Surety: _____ Date: 9/18/2018
 Philadelphia Indemnity Insurance Company David T. Saline, Attorney-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>	_____	_____

Time Justification: (Continued)

ve or relocate their infrastructure from within the Project's limits of construction.
 • The contract was delayed by 12 non-compensable calendar days due to unforeseen utility conflicts which required additional work from H&R. As a result of these conflicts, the location of a bicycle path/sidewalk, street lights, and drainage structures needed to be re-designed, delaying H&R's critical path.
 • The contract was delayed by 14 non-compensable calendar days as a result of additional work requested by the County, paid from the Contract's

contingency allowance account. The additional work consisted of revisions to drainage structures and associated pipes, as well as the installation of additional sodding within the Project's limits.

• The contract was delayed by 15 non-compensable calendar days due to delays as a result of Hurricane Irma.

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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Warren M. Alter, David T. Sattin and Jonathan A. Bursevick of Alter Surety Group, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

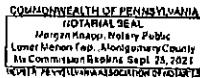
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

(Notary Seal)

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of September, 20 18

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY