

# Memorandum



**Date:** August 31, 2020

Agenda Item No. 3(B)(8)

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez".

**\*\*Consent Decree\*\***

**Subject:** Resolution Ratifying Action Related to Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance pursuant to Section 2-8.2.12 of the Miami-Dade County Code

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) ratify the action of the County Mayor or County Mayor's designee as authorized under Section 2-8.2.12 of the Miami-Dade County Code related to Miami-Dade Water and Sewer Department's Consent Decree and Capital Improvement Programs Acceleration Ordinance (WASD Acceleration Ordinance) for the funded project identified below and on Exhibit A, as attached.

## **Consent Decree Project**

Item 1– Change Order No. 2 to Contract No. S-898 is for an 11-day non-compensable time extension between Miami-Dade County Water and Sewer Department (WASD) and Lanzo Construction Co., Florida (Lanzo) for CD 4.5(1) Installation of 4.1 Miles of 54-Inch Force Main from S.W. 280 Street and S.W. 127 Avenue to Existing 54-Inch Force Main at S.W. 248 Street and S.W. 107 Avenue (the "Project").

## **Scope**

The change orders approved through WASD's Acceleration Ordinance have a countywide impact; however, this project is located in Districts 8 and 9, represented by Commissioners Daniella Levine Cava and Dennis C. Moss, respectively, as shown on Exhibit A.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County. Change Order No. 2 provides for a non-compensable time extension of 11 days with no additional monies due.

## **Track Record/Monitoring**

Miami-Dade Water and Sewer Department Senior Advisor for Capital Projects and Compliance, Lynnette Ramirez, will oversee the implementation of Change Order No. 2.

## **Background**

On September 3, 2014, the Board approved Ordinance No. 14-77 (WASD's Acceleration Ordinance) authorizing the County Mayor or County Mayor's designee to award and amend contracts for funded capital projects and to accelerate the approval of WASD's: 1) Consent Decree projects, and 2) projects identified in WASD Multi-Year Capital Plan's Capital Improvements Program, subject to ratification by the Board. WASD's Acceleration Ordinance also authorizes the County Mayor or County Mayor's designee to negotiate and issue change orders.

This contract was awarded to Lanzo Construction Co., Florida for the Project. The total amount of award was \$19,070,058.40 with a contract duration of 300 calendar days for Substantial Completion and 330 calendar days to Final Completion with a Contingency Time Allowance of 30 days.

The Notice to Proceed was issued on October 19, 2016, establishing August 15, 2017 as the Contract's Substantial Completion date and September 14, 2017 as the Contract's Final Completion date.

During construction, WASD approved 225 days through Change Order 1 and two (2) Contingency Authorizations for 25 days, for a total of 250 days of additional time already awarded. These time extensions revised the Substantial Completion date from August 15, 2017 to April 22, 2018, and the Final Completion date from September 14, 2017 to May 22, 2018.

On March 20, 2019, Lanzo invoked Article 11(C), Dispute Resolution Process, in order to address disputes that had arisen during the course of the Project. Article 11(C) establishes that for contracts with a value of five million dollars or more, disputes shall be decided by a designee appointed by the Office of the Mayor (OOM).

Lanzo submitted five (5) claims to WASD, which the parties were unable to resolve. Three (3) of the claims were for a total of 133 days of non-compensable time extension; another claim was for seven (7) days of compensable time seeking a total of \$17,969.00; and the last claim was for the cost of the FDOT permit, \$36,945.00.

The OOM's Designee issued the Initial Finding of Fact, Conclusions of Law and Recommendations on February 18, 2020 and the Final Finding of Facts and Conclusion of Laws on February 27, 2020. All claims were resolved in favor of WASD with the exception of Lanzo's claim for an 11-day non-compensable time extension associated with the timing of attainment of Substantial Completion on the Project.

Consistent with the OOM's decision, the County Mayor or County Mayor's designee approved Change Order No. 2 on June 24, 2020, which awarded an 11-day non-compensable time extension to Lanzo, thereby extending the Substantial Completion date for the Project to May 3, 2018 and the Final Completion date to June 2, 2018.

### **Small Business Enterprise Measures**

On May 15, 2020, prior to the issuance of Change Order No. 2, the Internal Services Department's Small Business Development (SBD) Division reviewed Contract S-898 for compliance with a 5.16 percent Small Business Enterprise - Goods and Services (SBE-G/S) goal, a 5.11 percent SBE-Construction (SBE-Con) goal, Responsible Wages and Benefits, and Residents First Training and Employment Program requirements. SBD determined that Lanzo was in compliance with all measures. Lanzo's compliance with the Residents First Training and Employment Program and Employ Miami-Dade Program goals will be determined at project completion. See the SBD memorandum attached hereto as Exhibit B.

Honorable Chairwoman Audrey Edmondson  
and Members, Board of County Commissioners  
Page 3

Exhibit C is the Change Order identified in this memorandum, which has been executed by the County Mayor or County Mayor's designee in accordance with WASD's Acceleration Ordinance. A copy of the original construction contract is available upon request from the Department's Procurement Division.

Attachments

A handwritten signature in blue ink, appearing to read "J. Osterholt", is positioned above a horizontal line.

Jack Osterholt  
Deputy Mayor

# Exhibit A

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

No.	Type of Solicit.	Contract No.	Project Name	Firm Awarded	Comm. District	Change Order Amount	Original Contract Amount	Funding Source(s)	Est. Start Date	Contract Measures	Brief Project Description
	Contract Type	Project No.				Change Order Time	Adjusted Contract Amount		Est. End Date		Change Order Description
41	County Bid Process; Construction Contract	Con-tract No. S-898	CD 4.5(1) Installation of 4.1 Miles of 54-Inch Force Main from S.W. 280 Street and S.W. 127 Avenue to Existing 54-Inch Force Main at S.W. 248 Street and S.W. 107 Avenue	Lanzo Construction Co., Florida	District 8 (Daniella Levine Cava); District 9 (Dennis C. Moss)	11-day non-compensable time extension	Original Contract Amount \$19,070,058.40; Adjusted Contract Amount \$20,164,956.40 (Unrelated to Change Order No. 2)	WASD Revenue Bonds Sold	Notice to Proceed Start Date: 10/19/2016 Completion Date: 06/02/2018	SBE G/S - 5.16% SBE A/E - N/A SBE Const. - 5.11% CWP Prog. - N/A	<p>The scope of work consists of constructing and connecting 4.1 miles of 54-inch sewer force main from S.W. 280 Street and S.W. 127 Avenue to an existing 54-inch sewer force main at S.W. 248 Street and S.W. 107 Avenue to provide redundancy in the County's wastewater system.</p> <p>***</p> <p>Change Order No. 2 is for an 11-day non-compensable time extension.</p>

## Memorandum



**Date:** May 15, 2020

**To:** Kevin Lynskey, Director  
Miami-Dade Water and Sewer Department

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

**Subject:** Project No. S-898, CD 4.5(1) Installation of 4.1 Miles of 54-Inch Force Main from SW 280 St. and SW 127 Avenue to Existing 54-Inch Force Main at SW 248 Street and SW 107 Avenue - Change Order No. 2

Change Order No. 2 to Project No. S-898, was reviewed for application of Small Business Enterprise (SBE) measures. Change Order No. 2 extends the time by 30 days as such the SBE measures remain the same. The contract was also reviewed for compliance with the 5.11% SBE-Construction and 5.16% SBE-Goods goals, Responsible Wages and Benefits and Residents First Training and Employment Program requirements. 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 contractor, Lanzo Construction Co., Florida (Lanzo) has performed \$18,304,282 to date. Based on the contract amount, the 5.16% SBE-Goods goal is equal to \$1,040,511 and the 5.11% SBE-Con goal is equal to \$1,030,429. The SBE-Goods vendor has performed and been paid \$2,053,325 and the SBE-Construction subcontractors have performed \$1,280,342 and been paid \$1,275,807, in compliance with SBE goals. On April 20, 2020 Lanzo was issued a violation for failing to promptly pay a subcontractor. The subcontractor has been paid.

Lanzo and its subcontractors are in compliance with the Responsible Wages and Benefits and Residents First Training and Employment Program. Lanzo's workforce plan, accepted on October 12, 2016, reported a total workforce of sixty (60) employees including fifty-two (52) employees with residency in Miami-Dade County. To date, eight (8) employees have been found on site without proof of OSHA-10 construction safety training. SBD is pending submittal of proof of OSHA-10 safety training for the eight (8) employees. Lanzo's compliance with the Residents First Training and Employment Program will be determined at project completion.

Please contact Alice Hidalgo-Gato, SBD Section Chief, at 786-322-8547 for additional information.

c: Doug Yoder, Deputy Director, WASD  
Hardeep Anand, Deputy Director, WASD  
Patricia Hernandez, Legislative and Municipal Affairs Special Assistant, WASD  
Margaret Moss, Chief, Small Business Initiatives, WASD  
Edith Brown, Chief, Contract Compliance Division, WASD  
Donna Palmer, SPA 1, WASD  
Aric Barto, Project Manager, WASD  
Warren Howard, CM Operations Manager, Consent Decree PMCM Team, WASD  
Alice Hidalgo-Gato, SBD Section Chief, ISD

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

CHANGE ORDER NO: 2

CONTRACT NO: S-898

DATE: 4/20/2020

PROJECT TITLE: CD 4.5(1) Installation of 4.1 Miles of 54-Inch Force Main from S.W. 280 St. and S.W. 127 Avenue to Existing 54-Inch Force Main at S.W. 248 St. and S.W. 107 Avenue

TO CONTRACTOR: LANZO CONSTRUCTION CO FLORIDA 125 SE 5th Court Deerfield Beach, Florida 33441

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: Dispute Resolution Final Findings and Facts

Monetary Justification: Not Applicable

Time Justification: This contract was awarded to Lanzo Construction Co., Florida for the Installation of 4.1 Miles of 54-Inch Force Main from S.W. 280 St. and S.W. 127 Avenue to the existing 54-Inch Force Main at S.W. 248 St. and S.W. 107 Avenue (the "Project"). The total amount of award was \$19,070,058.40 with a contract duration of 300 calendar days for Substantial Completion and 330 calendar days (Continued below)

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

**SUMMARY OF CONTRACT AMOUNT / TIME**

ORIGINAL CONTRACT AMOUNT-----	\$19,070,058.40
COST OF CHANGES PREVIOUSLY ORDERED-----	\$1,094,898.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$20,164,956.40
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$20,164,956.40
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	6%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	330 / 225 / 11
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	30 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	596

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.

OrganizationNameAccepted By:TitleDate

LANZO CONSTRUCTION CO  
FLORIDA

Contractor

Asst. Sec. 6/4/2020

SuretySurety

LIBERTY MUTUAL INSURANCE COMPANY

Harvey Nicholas 6/5/2020  
ATTORNEY-IN-FACT

TitleNameDate

Approved By: County Attorney  
(for legal sufficiency)

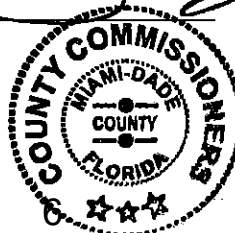
Sarah E. [Signature] 6/12/20

Approved By: County Mayor

[Signature] 6/22/20

Attested By: Clerk of the Board

[Signature] 6/24/20



**Time Justification: (Continued)**

to Final Completion with a Contingency Time Allowance of 30 days.

The notice to proceed was issued on October 19, 2016, establishing August 15, 2017 as the contract's substantial completion date and September 14, 2017 as the contract's final completion date. During construction, WASD approved 225 days through Change Order 1 and two (2) Contingency Authorizations for 25 days, for a total of 250 days. These time extensions revised the Substantial Completion date from August 15, 2017 to April 22, 2018 and the final completion date from September 14, 2017 to May 22, 2018.

On March 20, 2019, Lanzo invoked Article 11(C), Dispute Resolution Process, in order to address disputes that had arisen during the course of the Project. Article 11(C) establishes that for contracts with a value of five million dollars or more, disputes shall be decided by a designee appointed by the Office of the Mayor (OOM).

Lanzo submitted five (5) claims to WASD, which the parties were unable to resolve. Three (3) of the claims were for a total of 133 days of non-compensable time extension; another claim was for seven (7) days of compensable time seeking a total of totaling \$17,969.00; and the last claim was for the cost of the FDOT permit, \$36,945.00.

The OOM's Designee issued the Initial Finding of Fact, Conclusions of Law and Recommendations on February 18, 2020 and the Final Finding of Facts and Conclusion of Laws on February 27, 2020. All claims were resolved in favor of WASD with the exception of Lanzo's claim for an 11-day non-compensable time extension associated with the timing of attainment of Substantial Completion on the Project.

In compliance with the conclusion established on the Final Finding of Facts and Conclusion of Laws Report, issued by the OOM's Designee, the 11-day non-compensable time extension is being submitted for approval extending the Substantial Completion date to May 3, 2018 and the Final Completion date to June 2, 2018.

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 of 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.





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

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8198083-013068

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Anne Barick; Robert D. Heuer; Paul M. Hurley; Michael D. Lechner; Mark Madden; Richard S. McGregor; Holly Nichols; Jason Rogers

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 5th day of June, 2020.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, Lanzo Construction Co., Florida, as Principal, whose principal business address is 125 S.E. 5th Court, Deerfield Beach, FL 33441  
as Contractor under the contract dated \_\_\_\_\_, 20\_\_\_\_  
between Principal and Miami-Dade County for the construction of "CD 4.5(1) Installation of 4.1 Miles of 54-Inch Force Main from S.W. 280 St. and S.W. 127 Avenue to Existing 54-Inch Force Main at S.W. 248 Street and S.W. 107 Avenue, Contract No. S-898",  
(hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Liberty Mutual Insurance Company  
\_\_\_\_\_ a corporation,  
whose principal business address is 5600 New King Street, Suite 360, Troy, MI 48098  
\_\_\_\_\_ as Surety, are bound to Miami-Dade County  
(hereinafter referred to as "County") for an aggregate amount up to Nineteen Million Seventy Thousand Fifty Eight Dollars and Forty Cents (U.S. Dollars) \$19,070,058.40,  
for payment of which we bind ourselves, our heirs, personal representatives, successors,  
and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all work due under the Contract, including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract; then this bond is void, otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

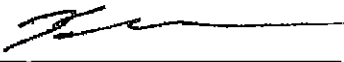
Any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or the changes, do not affect the Surety's obligation under this Bond.

**SURETY PERFORMANCE AND PAYMENT BOND (Continued)**

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

Asst.


  
\_\_\_\_\_  
(Secretary)

Kevin Pawlowski  
\_\_\_\_\_  
(Print or type name)

CONTRACTOR:

Lanzo Construction Co., Florida

(Contractor Name)

BY:   
\_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

Michael R. Bone

\_\_\_\_\_  
(Print or type name)

Vice President

\_\_\_\_\_  
(Official Title)

(SEAL)

**SURETY PERFORMANCE AND PAYMENT BOND (Continued)**

**COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:**

**(CORPORATE SEAL)**

Liberty Mutual Insurance Company  
(Printed Name of Surety)

5600 New King Street, Suite 360

Troy, MI 48098

(Address of Surety)

(248) 519-1400

(Telephone of Surety)

By: Holly Nichols  
(Signature of Attorney-in-Fact)\*

By: [Signature]  
(Signature of Resident Florida Agent)\*

Holly Nichols  
(Printed Name of Attorney-in-Fact)

1080 Kirts Blvd., Suite 500

Troy, MI 48084  
(Address)

(248) 519-1400  
(Telephone)

Anthony T. Papa, Jr.  
(Printed Name of Agent)

7264 Kyle Court

Sarasota, FL 34240  
(Address)

(941) 999-1900  
(Telephone)

(Copy of Agent's current  
Identification Card as issued by  
Commissioner must be attached)

\*Power of Attorney must be attached

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

**ANTHONY THOMAS PAPA JR**

**License Number : A199806**

**Resident Insurance License**

- 0240 - HEALTH
- 0220 - GENERAL LINES (PROP & CAS)

**Issue Date**

07/24/1995

10/05/1992

**Please Note:**

To validate the accuracy of this license you may review the individual of business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridado.com/egcql/>.

**Jeff Arnsperger**  
Chief Financial Officer  
State of Florida

*Jeff Arnsperger*



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** August 31, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 3(B)(8)

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 \_\_\_\_, 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) \_\_\_\_, or 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. 3(B)(8)  
8-31-20

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING APPROVAL BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF CHANGE ORDER NO. 2 TO CONTRACT NO. S-898 FOR AN 11-DAY NON-COMPENSABLE TIME EXTENSION TO LANZO CONSTRUCTION CO., FLORIDA FOR CD 4.5(1) INSTALLATION OF 4.1 MILES OF 54-INCH FORCE MAIN FROM S.W. 280 STREET AND S.W. 127 AVENUE TO EXISTING 54-INCH FORCE MAIN AT S.W. 248 STREET AND S.W. 107 AVENUE PURSUANT TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE, SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

**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, as authorized by Section 2-8.2.12 of the Miami-Dade County Code, and consistent with the Final Finding of Facts and Conclusions of Law reached by the County Mayor's Designee as part of the Dispute Resolution Process for Contract No. S-898, this Board hereby ratifies Change Order No. 2, which is attached to the accompanying memorandum as Exhibit C, for an 11-day non-compensable time extension to Lanzo Construction Co., Florida.

The original contract documents are on file with and are available upon request from the Procurement Division of the Miami-Dade Water and Sewer Department.

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:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 31<sup>st</sup> day of August, 2020. 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.

SED

Sarah E. Davis