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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

**Date:** September 1, 2015

Agenda Item No. 3(B)(4)

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

**From:** Carlos A. Gimenez
Mayor

**Subject:** Ratification of Change Order No. 1 to the Contract with Beauchamp Construction Co., Inc. Granting Early Access to Phase 1B, the North Lane of the Concourse E/Satellite E Automated People Mover System Guideway at Miami International Airport

Resolution No. R-682-15

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying the actions of the Mayor or Mayor's designee, pursuant to provisions of the Miami-Dade Aviation Department's (MDAD) Expedite Ordinance No. 95-64, codified as Section 2-285 (6) of the Code of Miami-Dade County, accepting and executing Change Order No. 1 to the Contract with Beauchamp Construction Co., Inc. (Beauchamp), involving no additional funding, granting early access to Phase 1B, the north lane of the Concourse E/Satellite E Automated People Mover (APM) system replacement project at Miami International Airport (MIA), providing an earlier substantial completion date by two (2) weeks.

## SCOPE

MIA is located primarily within Commissioner Rebeca Sosa's District 6; however, the impact of this item is countywide as the Airport is a regional asset.

## DELEGATION OF AUTHORITY

Approval of this resolution by the Board ratifies the Mayor or the Mayor's designee's acceptance and execution of Change Order No. 1 to the contract with Beauchamp Construction Co., Inc. for the Satellite E APM system replacement project.

## FISCAL IMPACT

There is no fiscal impact as a result of this change order because there is no additional funding involved.

## PROJECT MONITOR

The project is managed by MDAD's Facilities Project Manager E. W. Franklin Stirrup III.

## BACKGROUND

In 2006, Bombardier, the original equipment manufacturer and the contractor providing maintenance services for the E-Satellite train since its inception, issued a letter to MDAD warning that continued train operations were potentially unsafe due to the age of the system and specifically identified concerns about the vehicles' structural integrity.

The life expectancy of the E-Satellite train had been exceeded and repairs to extend the service life for continued safety and reliable operations were not viable. Various alternatives including replacement with a like-system and other systems were evaluated. The E-Satellite train operating system replacement was prepared as a performance-based specification and a solicitation went out for the E-Satellite APM System and Operations and Maintenance (O&M) contract. Pursuant to Resolution R-732-13, Beauchamp Construction Co., Inc. was awarded the contract (MDAD Project P252A, Contract

MDAD 04-12). Phase One of the project includes the replacement of the existing dual-lane shuttle connecting the MIA Main Terminal and the Satellite E Building. Phase Two includes the O&M services for the system to be performed by Leitner-Poma of America, Inc. once passenger service begins.

The Notice-to-Proceed (NTP) was issued for Phase 1A (south lane) and 1B (north lane) on March 10, 2014, establishing the date of commencement. At that time, only the north lane of the shuttle was in service. On October 1, 2014, MDAD took the north train out of service to provide an earlier substantial completion of Phase 1B by two (2) weeks. Completion of the Phase 1A is slated for March 2016 and Phase 1B completion is scheduled for February 2017. In the interim, passengers are being bussed to the E Satellite from Concourse E.

**COMMUNITY WORKFORCE PROGRAM (CWP):** 10% - CWP Goal is calculated at the end of the contract

**CONTRACT MEASURE ASSIGNED:**

SBE/A&E Fixed Facilities Design 35%
SBE/Construction 12.77%

**CONTRACT MEASURE ACHIEVED:**

SBE/A&E Fixed Facilities Design at Award 100% ($1,830,685.00)
*to Date: 45.4% ($831,295.15) MC Harry & Associates

SBE/Construction at Award 12.77% ($12,944,183.00)
*to Date: 2.06837% ($267,734.92)

2.0207% ($261,569.92) Thunder Demolition
0.0476% ($6,165.00) Manny & Lou Plumbing

*at 25% project completion

Jack Osterholt, Deputy Mayor

# MEMORANDUM

**(Revised)**

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

**DATE:** September 1, 2015

**FROM:** R. A. Cuevas, Jr.
County Attorney

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

_____ **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. 3(B)(4)
9-1-15

RESOLUTION NO. R-682-15

RESOLUTION RATIFYING CHANGE ORDER NUMBER 1 TO MDAD PROJECT P252A, CONTRACT MDAD 04-12, BETWEEN MIAMI-DADE COUNTY AND BEAUCHAMP CONSTRUCTION CO., INC. PROVIDING EARLY ACCESS TO CERTAIN WORK AREAS AND SHORTENING THE CONTRACT DURATION BY 14 DAYS PURSUANT TO SECTION 2-285 OF THE MIAMI-DADE COUNTY CODE

**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 hereby ratifies Change Order No. 1, pursuant to the provisions of the Miami-Dade Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, to MDAD Project P252A, Contract MDAD 04-12, between Miami-Dade County and Beauchamp Construction Co., Inc., which provides for early access to certain work areas and shortens the contract duration by 14 days.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

| | | | |
|---|---|---|---|
| Bruno A. Barreiro | **absent** | Daniella Levine Cava | **aye** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **absent** | Barbara J. Jordan | **aye** |
| Dennis C. Moss | **aye** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **absent** | Xavier L. Suarez | **aye** |
| Juan C. Zapata | **absent** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

# MIAMI - DADE COUNTY
# CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO. MDAD 04-12 DATE: 04/06/2015

PROJECT NAME: SATELLITE E APM SYSTEM REPLACEMENT AND O&M SERVICES

TO CONTRACTOR: BEAUCHAMP CONSTRUCTION CO., INC.

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

| ITEM NO. | DESCRIPTION | AMOUNT |
|---|---|---|
| 1. | The Contract Time on Page A5-4 of the Bid Forms of the Contract Documents for the Performance of the Phase IA Work, from NTP-1 to Substantial Completion (Partial Substantial Completion) of Phase IA is 730 calendar days and remains as such. Liquidated Damages at the rate of $3,400.00 per day will be deducted from the Contract Amount for each calendar day of delay in the completion of the Phase IA Work due to a Non-Excusable Delay . | $0.00 |
| 2. | The Contract Time on Page A5-4 of the Bid Forms of the Contract Documents for the Performance of the Phase IB Work, from NTP-1 to Substantial Completion of Phase IB is reduced by fourteen (14) calendar days from 1,095 calendar days to 1,081 calendar days. Liquidated Damages at the rate of $8,600.00 per day will be deducted from the Contract Amount for each calendar day of delay in the completion of the Phase IB Work due to a Non-Excusable Delay | $0.00 |
| 3. | Upon the approval of this Change Order No. 1, the Contractor, Beauchamp Construction Co., Inc, will be granted early access to the Phase IB (the North Lane) in advance of the date in the Contract Documents. However, the Contractor is still obligated to fully cooperate with airport operations, the ongoing Satellite E Renovation Project, and other contractors working in the area including those performing asbestos abatement work in accordance with the provisions and requirements of Sub-article 2.3 Other Contracts of the General Provisions of the Contract Documents. | $0.00 |
| 4. | The Contractor, Beauchamp Construction Co., Inc. accepts and agrees to waive and relinquish all rights to bring forth or file a claim under the provisions of Article 8 Claims of the General Provisions of the Contract Documents or to claim Delays for any and all work associated with the North Lane (Phase IB), except if such delay results in impacts to the prosecution of the work on the North Lane after the substantial completion of the South Lane, Substantial Completion of the South Lane (Phase IA) Seven Hundred Thirty (730) calendar days from NTP-1. As the Contractor has been provided early access to the North Lane, any delays in the prosecution of the work which occur prior to Substantial Completion of the South Lane (Phase IA), Seven Hundred Thirty (730) calendar days from NTP-1 shall not be recoverable through either compensable or non-compensable time extensions. | $0.00 |

JUSTIFICATION: COUNTY REQUESTED CHANGE

RELEASE OF CLAIM

In executing this Change Order subject to Item No. 4 above, the Contractor waives all claims for additional compensation, either direct or indirect, or for additional contract time, arising as a result of this Change Order. The Contractor releases all claims and accepts the Change Order amounts and time, as specified herein, for these items as full accord and satisfaction for all work to be performed in connection with the Items in the Change Order.

## CHANGE ORDER SUBJECT TO RATIFICATION

In the event the Board of County Commissioners does not ratify the Mayor's or his authorized designee's approval of this Change Order, the County shall terminate the Change Order by sending written notice to Beauchamp Construction Company, Inc. The termination date shall be effective the date notice is received. Such notice may be by electronic means (e.g. email). If electronic means are used, the electronic notice shall be followed by hard copy. The County shall pay for all services or work completed and approved prior to receipt by Beauchamp of the notice of termination. Payment for completed and approved work shall be in accordance with its contract with the County. In the event of termination of this Change Order, Beauchamp shall not be entitled to any anticipated profits for any authorized work which is authorized by this Change Order but not performed due to such termination.

## SUMMARY OF CONTRACT AMOUNT

**REASON FOR CHANGE:**

- ☐ Regulatory Change
- ☐ Other Agency Requested Change
- ☐ Design Errors Change
- ☐ Design Omission Change
- ✓ County Requested Change
- ☐ Unforeseen or Unforeseeable Change

ORIGINAL PHASE I CONTRACT AMOUNT ..... $ 48,491,677.00
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED ..... $0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER$ 48,491,677.00
COST OF CONSTRUCTION CHANGES THIS ORDER ..... $0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER $ 48,491,677.00
PER CENT INCREASE, THIS CHANGE ORDER . 0.00%
TOTAL PER CENT INCREASE TO DATE ..... 0.00%
EXTENSION OF TIME ALLOWED BY THIS CHANGE (-14) CALENDAR DAYS TO February 22, 2017

CERTIFYING STATEMENT: *This Change Order represents the agreement reached between the Miami-Dade Aviation Department and the Contractor, Beauchamp Construction Co., to which we have no objection.*

4/9/15 — SIGNATURE APM CONSULTANT – FIXED FACILITIES

4/9/15 — SIGNATURE APM CONSULTANT – OPERATING SYSTEMS

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT | FUNDS BUDGETED CODE | CERTIFIED BY

ACCEPTED BY: CONTRACTOR

Travelers Casualty and Surety Comapny of America
SURETY
Charles J. Nielson, Atty-in-Fact

RECOMMENDED: PROJECT MANAGER ASSISTANT DIRECTOR

APPROVED: NOT REQUIRED
ENTB (CONSULTING ENGINEER) DEPT. BUSINESS DEVELOPMENT

RECOMMENDED: DEPARTMENTAL DIRECTOR

RECOMMENDED: BUDGET DIRECTOR

MIAMI-DADE COUNTY, Florida
By the BOARD OF COUNTY COMMISSIONERS
on behalf

By: County Mayor — DATE 4/28/15

ATTEST:

By: Deputy Clerk

cc: APM Consultant, General Contractor, Surety, Project Manager, ENTB, Contracts Administration

TRAVELERS

# 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. 006170519

**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, Gicelle 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 5th day of December, 2014.

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: Robert L. Raney, Senior Vice President

On this the 5th day of December, 2014, 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.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed In U.S.A.

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 3rd day of April, 20 15.

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.