

Memorandum



Date: September 1, 2026

Agenda Item No. 8(O)(4)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Ratifying Change Order No. 4 to Contract No. W-943 to Furnish and Install a 36-Inch Ductile Iron Water Main along NW 106 Street from NW 107 Avenue to NW South River Drive with Magnum Construction Management, LLC

Executive Summary

This item seeks ratification by the Board of County Commissioners (the Board) of the action of the County Mayor or County Mayor's designee approving Change Order No. 4 to Contract No. W-943 (the Contract) between Miami-Dade County (the County) and Magnum Construction Management, LLC (the Contractor) to furnish and install a 36-Inch Ductile Iron Water Main along NW 106 Street from NW 107 Avenue to NW South River Drive (the Project). **Change Order No. 4 has no additional fiscal impact to the County** and is a net-zero monetary adjustment to the Contract that re-allocates unused line items in the amount of \$921,749.03 and grants a 682-calendar day non-compensable time extension.

The Project consists of furnishing and installing approximately 12,000 linear feet of 36-inch Ductile Iron (DI) water main pipe and fittings that are necessary to increase fire flow protection in the Northwest section of the County along NW 106 Street from NW 107 Avenue to NW South River Drive. Change Order No. 4 reallocates unused balances from the Contract in a net-zero monetary adjustment to address claims submitted by the Contractor during the Contract closeout process. In addition, Change Order No. 4 grants a 682-calendar day non-compensable time extension to address unforeseen construction impacts, including ammonia contamination, micro-tunnel redesign and specialty contractor procurement, third-party coordination delays, and previously unmapped telecommunication underground utilities. The extension revises the Contract's Final Completion Date from March 12, 2023 to January 22, 2025. Although the Project has been completed, this item is being presented to the Board at this time because the contract closeout process required extended negotiations and the resolution and reconciliation of outstanding contractual matters before the Change Order could be finalized. Despite the extended closeout process, the Project was successfully completed, and the outstanding contractual matters did not prevent the Project from being operational.

Through this Project, WASD is advancing infrastructure investments that will expand system capacity, strengthen operational reliability, and support continued regulatory compliance. The new transmission main will establish a critical redundant connection for the northwestern portion of the County, enhance the resiliency of the water distribution system and provide the capacity needed to accommodate future growth in the area.

Recommendation

It is recommended that the Board ratify Change Order No. 4 to the Contract. Change Order No. 4 is a net-zero monetary adjustment to the Contract that re-allocates unused line items in the amount of \$921,749.03 and grants a 682-calendar day non-compensable time extension. A copy of Change Order No. 4 is attached hereto as Exhibit A. Basic details about the Project are set forth on Exhibit B attached hereto.

Scope

The Project was performed along NW 106 Street from NW 107 Avenue to NW South River Drive, which is located within District 12 and District 13 and represented by Commissioner Juan Carlos Bermudez and Senator René Garcia, respectively.

Delegation of Authority

The Contract was awarded pursuant to Section 2-8.2.12 of the Code of Miami-Dade County, Florida (WASD's Acceleration Ordinance), which delegates authority to the County Mayor or County Mayor's designee to execute change orders that do not exceed ten percent of the base contract amount, subject to ratification by the Board.

Fiscal Impact/Funding Source

Change Order No. 4 to the Contract has no additional fiscal impact to the County because it constitutes a net-zero monetary adjustment achieved through the reallocation of existing unused contract balances.

Track Record/Monitoring

WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of Change Order No. 4 to the Contract.

Background

The Contract was awarded to the Contractor on May 17, 2021. The award was ratified by the Board on September 1, 2021, via Resolution No. R-820-21. The original Contract award was for an amount not to exceed of \$8,058,491.70 with a Contract duration of 420-calendar days for Final Completion and a Contingency Time Allowance of 42 days. The Contract amount was increased by \$11,915,308.50 through Change Order Nos. 1 through 3 (approved via Resolution Nos. R-28-23, R-238-23 and R-1115-23, respectively), which brought the total Contract value to an amount not to exceed \$19,973,800.20. In addition, through Change Order Nos. 1 and 2, the Contract time was increased by 118 non-compensable calendar days and, accordingly, revised the Contract's Final Completion Date to March 12, 2023.

Change Order No. 4 re-allocates unused line items in the amount of \$921,749.03 to address Contractor claims submitted during the closeout process, including claims related to insurance, project management, software, fuel cost increases, rework, and compensable time. Although the Contractor submitted claims for an additional \$1.8 million, WASD has determined that the Contractor is not entitled to any additional funds from the not-to-exceed amount approved by this Board because the remainder of the Contractor's claim is not justified and/or substantiated by documentation.

The reallocated funds total of \$921,749.03 and are from the following existing line items:

- Installation of Pipe Through Trenchless Technology - \$633,869.03
- Constructing Type 'V' Permanent Pavement Repairs - \$179,520.00
- Cold Milling Roadway Surface for Permanent Pavement Repairs - \$63,360.00
- Replacing Damaged Pavement Markings - \$30,000.00
- Replacing Damaged Traffic Detection Loops Assemblies - \$15,000.00

Following the approval of Change Order No. 3, and subsequent to the new water main being placed into service, WASD reviewed and agreed to the Contractor's request for a cumulative time extension of an additional 682-calendar days due to a variety of circumstances that arose during construction that are further detailed below:

Ammonia Contamination - 382 days

Unforeseen ammonia contamination was encountered at the subsurface levels and required the Contractor to adjust its pipe installation and cleaning methods. The pipe installation had to be re-sequenced from dry to wet installation, which significantly impacted the daily average pipe installation rate. Because the Contractor had to mobilize significant equipment and materials for cleaning and testing the pipe due to the revised installation method, the Contractor's output decreased from an expected average installation rate of 40.5 linear feet (LF) per day to periods of no installation (0 LF). Furthermore, the change in installation method required additional safety protocols, more extensive pipe cleaning, and alternate water disposal operations, which all delayed the Project. WASD agreed to a 382-calendar day non-compensable time extension on this basis.

Micro Tunnel (MT) Construction Redesign and Unavailability of Specialty MT Contractor - 148 days

The original MT design underwent several revisions due to safety and constructability concerns. The initial location was deemed unsafe because one of the pits required for construction was too close to an existing Florida Power and Light overhead line, which created a conflict with OSHA safety standards. The second proposed location was also unsuitable because it would have caused irreparable damage to the existing canal bank. In addition, construction of the MT required specialized contractors with significant lead times.

Ultimately, the MT was constructed within the right-of-way and successfully completed. WASD reviewed the Contractor's schedule and determined that both the relocation of the MT and the resulting unavailability of the specialty contractors merited a 148-calendar day non-compensable time extension.

Third Party Coordination Issues - 105 days

The Project is located within the Town of Medley. During construction, it was affected by a Florida Department of Transportation (FDOT) bridge project that was taking place nearby. Specifically, because the area has limited alternate routes, both projects required extensive coordination that prevented the closure of NW 106th Street from November 2024 through January 2025, which, in turn, restricted the Contractor's ability to work in the area during that period. In addition, the Project alignment traversed an area containing existing natural gas utilities. To ensure safety, WASD, the Engineer of Record, and the Contractor coordinated to obtain utility records from the gas company; however, the gas company did not provide this information in a timely manner, which further delayed the Contractor's installation activities.

Both issues adversely impacted the Contractor's progress; therefore, WASD agreed to a 105-calendar day non-compensable time extension for these delays.

Inaccurately Documented and Unmapped Underground Utilities - 47 days

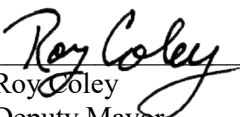
Underground utilities, including AT&T lines, an unknown drainage system, and gas lines, were not shown in the construction design plans or the As-Built drawings and were discovered within the proposed pipeline corridor. Their unexpected presence caused significant conflicts with planned construction activities. As a result, additional time was required for the identification, coordination, and relocation of these utilities to ensure the safe and uninterrupted progress of pipe installation. These issues impacted the Contractor's productivity and delayed the completion of the work. WASD approved a 47-calendar day non-compensable time extension.

Small Business Enterprise Measures

Contract No. W-943 was reviewed on July 28, 2026 by the Strategic Procurement Department (SPD) for compliance with the 4% Small Business Enterprise – Goods (SBE-Goods) goal, and the Small Business Enterprise – Construction (SBE-Con) goal. The SBE-Con goal was reduced from the original allocation to 1.92% on December 23, 2022. The SBE-Goods firms have been paid \$1,065,508 and the SBE-Con firms have been paid \$344,950, which amounts are in compliance with the SBE goals.

See the SPD correspondence attached hereto as Exhibit C.

Attachments



Roy Coley
Deputy Mayor

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

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA



CHANGE ORDER NO: 4 CONTRACT NO: W-943 DATE: 3/17/2026
PROJECT TITLE: Furnish and Install 36-Inch D.I. Water Main along NW 106 St., from NW 107 Ave. to NW South River Dr.
TO CONTRACTOR: Magnum Construction Management, LLC dba MCM 6201 SW 70 ST, 1st Floor Miami, FL 33143

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:

Change Order No. 4 is a net-zero monetary change that reallocates unused Contract funds to the Contingency Account to address Contractor claims submitted during the closeout of the Contract. The total amount of funds being reallocated is \$921,749.03. This Change Order also grants a 682-calendar-day non-compensable time extension to the Contract to account for delays associated with unforeseen contamination, unforeseen underground utilities, micro tunnel construction, and other related impacts encountered during the execution of the Work.

Monetary Justification:

Contract No. W-943 was awarded to Magnum Construction Management LLC d/b/a MCM (the Contractor) on May 17, 2021 to furnish and install a 36-Inch D.I. Water Main along NW 106 Street from NW 107 Avenue to NW South River Drive (the Project), via Resolution No. R-820-21. The total Contract award was \$8,058,491.70 with a Contract duration of 420-calendar days for Final Completion and a (Continued below)

Time Justification:

The date of the Notice to Proceed was September 20, 2021, which established November 14, 2022 as the Contract's Final Completion Date. The Contract was extended by 118 days through Change Order Nos. 1 (111 days) and 2 (7 days), which revised the Contract's Final Completion Date to March 12, 2023.

Following the approval of Change Order No. 3, and subsequent to the water main (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-----	\$8,058,491.70
COST OF CHANGES PREVIOUSLY ORDERED-----	\$11,915,308.50
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$19,973,800.20
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$19,973,800.20
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	148%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	420 / 118 / 682
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	42 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1262

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.

<u>Organization</u>	<u>Name</u>	<u>Accepted By:</u>	<u>Title</u>	<u>Date</u>
Magnum Construction Management, LLC dba MCM		*	Contractor	4/20/26
United States Fire Insurance Company			Surety	4/17/26
<u>Surety</u>	William Greffe Griffin, Attorney In Fact			

<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By: <u>County Attorney</u> (for legal sufficiency)		5/15/26
Approved By: <u>County Mayor</u> JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER		5/15/26
Attested By: <u>Clerk of the Board</u>		05/15/2026
	Olga Valverde – e18183 Deputy Clerk	

* Subject to attached Reservation of Rights

MDC004



Time Justification: (Continued)

being placed into service, WASD Construction Management reviewed and agreed to the Contractor's request for a cumulative time extension of an additional 682 days due to a variety of circumstances that arose during construction.

1. Ammonia Contamination - 382 days

Unforeseen ammonia contamination was encountered at the subsurface levels and required the Contractor to adjust its pipe installation and cleaning methods. The pipe installation had to be re-sequenced from dry to wet installation, which significantly impacted the daily average pipe installation rate. Because the Contractor had to mobilize significant equipment and materials for cleaning and testing the pipe due to the revised installation method, the Contractor's output decreased from an expected average installation rate of 40.5 linear feet (LF) per day to periods of no installation (0 LF). Furthermore, the change in installation method required additional safety protocols, more extensive pipe cleaning, and alternate water disposal operations, which all delayed the Project. WASD Construction Management agreed to a 382-day non-compensable time extension on this basis.

2. Inaccurately Documented and Unmapped Underground Utilities - 47 days

Underground utilities, including AT&T lines, an unknown drainage system, and gas lines were not shown in the construction design plans and were discovered within the proposed pipeline corridor. Their unexpected presence caused significant conflicts with planned construction activities. As a result, additional time was required for the identification, coordination, and relocation of these utilities to ensure the safe and uninterrupted progress of pipe installation. These issues impacted the Contractor's productivity and delayed the completion of the work. WASD Construction Management approved a 47-day non-compensable time extension.

3. Micro tunnel (MT) Construction Redesign and Unavailability of Specialty MT Contractor - 148 days

The original MT design underwent several revisions due to safety and constructability concerns. The initial location was deemed unsafe because one of the pits required for construction was too close to an existing Florida Power and Light overhead line, which created a conflict with OSHA safety standards. The second proposed location was also unsuitable because it would have caused irreparable damage to the existing canal bank. In addition, construction of the MT required specialized contractors with significant lead times.

Ultimately, the MT was constructed within the right-of-way and successfully completed. The Construction Management Team reviewed the Contractor's schedule and determined that both the relocation of the MT and the resulting unavailability of the specialty contractors merited a 148-day non-compensable time extension.

4. Third Party Coordination Issues - 105 days

The Project is located within the Town of Medley. During construction, it was affected by a Florida Department of Transportation (FDOT) bridge project that was taking place nearby. Specifically, because the area has limited alternate routes, both projects required extensive coordination that prevented the closure of NW 106th Street from November 2024 through January 2025, which, in turn, restricted the Contractor's ability to work in the area during that period.

In addition, the Project alignment traversed an area containing existing natural gas utilities. To ensure safety, WASD Construction Management, the Engineer of Record, and the Contractor coordinated to obtain utility records from the gas company; however, the gas company did not provide this information in a timely manner, which further delayed the Contractor's installation activities.

Both issues adversely impacted the Contractor's progress, and the County agreed to a 105-day non-compensable time extension for these delays.

Monetary Justification: (Continued)

Contingency Time Allowance of 42 days. The Contract amount was increased by \$11,915,308.50 through Change Order Nos. 1 through 3, bringing the total Contract value to \$19,973,800.20. Change Order No. 4 replenishes the Contingency Account in the amount of \$921,749.03 to address Contractor claims submitted during the closeout process, including claims related to insurance, project management, software, fuel cost increases, rework, and compensable time. Although the Contractor submitted claims for \$1.9 million, the Miami-Dade Water and Sewer Department (WASD) has determined that only \$921,749.03 is due and sufficiently supported by documentation. To the extent the Contractor contends it is still entitled to additional monies after payment of this Change Order, the Contractor may choose to invoke the Dispute Resolution clause in the Contract to pursue its additional claims.

The additional funds being added to the Contingency Account will be funded by reallocating unused balances from existing line items as outlined below:

- Cold Milling Roadway Surface for Permanent Pavement Repairs - \$63,360.00
- Constructing Type 'V' Permanent Pavement Repairs - \$179,520.00
- Replacing Damaged Pavement Markings - \$30,000.00
- Replacing Damaged Traffic Detection Loops Assemblies - \$15,000.00
- Installation of Pipe Through Trenchless Technology - \$633,869.03

Conclusion:

Change Order No. 4 is a net-zero monetary adjustment to the Contract that replenishes the Contingency Account in the amount of \$921,749.03 by reallocating unused funds to address various Contractor claims. In addition, this Change Order grants a 682-day non-compensable time extension, which extends the Contract's Final Completion Date from March 12, 2023 to January 22, 2025.

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 or 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.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01134

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

William Grefe Griffin, Michael Marino, Ricardo Davila

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of July, 2025.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Rubin, President

On this 11th day of July, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of April 20 26



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

MDC006

MAGNUM CONSTRUCTION MANAGEMENT, LLC
RESERVATION OF RIGHTS

Magnum Construction Management, LLC ("MCM") provides this Reservation of Rights (this "Reservation") in connection with Miami-Dade County's (the "County") presentation of Change Order No. 4 under Contract No. W-943 (the "Project"). While MCM agrees that the amounts provided for under Change Order No. 4 are in fact owed to MCM for its work under the Contract, MCM's total claim against the County far exceeds the amount provided in Change Order No. 4. This Reservation is delivered contemporaneously with, physically attached to, and incorporated by reference into the Change Order. No portion of the Change Order shall be given effect except subject to this Reservation. MCM executes the Change Order solely to avoid further delay in receiving amounts acknowledged as due, and not as a settlement or compromise of any disputed claim.

Notwithstanding any language to the contrary in the Change Order—including without limitation any provision purporting to waive, release, discharge, or acquit the County of "any and all liability for claims, additional costs, and any requests for additional time," any Contractor certifying statement that prices are "fair and reasonable," and the characterization of the 682-calendar-day time extension as "non-compensable"—MCM does not waive, release, discharge, or acquit the County of any claim, cause of action, right, or remedy, and MCM's acceptance of the payment issued pursuant to Change Order No. 4 *is not and shall not* be construed as an agreement that Change Order No. 4 includes all: direct costs of contractor such as labor, material, job overhead, and profit markup; 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 includes wages and other impact costs. MCM reserves all rights to pursue any and all claims at law or in equity against the County and/or in connection with the Project.

MCM further expressly reserves the right to invoke the Dispute Resolution procedure set forth in the Contract—a right the Change Order itself acknowledges in its statement that "[t]o the extent the Contractor contends it is still entitled to additional monies after payment of this Change Order, the Contractor may choose to invoke the Dispute Resolution clause in the Contract to pursue its additional claims", and all rights to interest, damages, attorneys' fees, and costs available by contract, statute, or at common law. No conduct by MCM, including the execution of the Change Order, the acceptance of payment thereunder, the submission of pay applications, or the continued performance of the Contract, shall constitute a waiver of this Reservation or of any claim, right, or remedy described herein. This Reservation is not a release, accord, or satisfaction, and shall not be construed or given effect as any of the foregoing.

Dated: May 4th, 2026

MAGNUM CONSTRUCTION MANAGEMENT, LLC

By: [Signature]

Name: Daniel Musilla

Title: President

Exhibit B

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			
MDC008	County Bid Process; Construction Contract	Contract No. W-943	Furnish and Install a 36-inch Ductile Iron Water main along NW 106 Street from NW 107 Avenue to NW South River Drive	Magnum Construction Management LLC d/b/a MCM	District 12 (Juan Carlos Bermudez) & District 13 (Rene Garcia)	\$0 (net-zero monetary adjustment); 682-day non-compensable time extension	Original Contract Amount \$8,058,491.70; Previous Change Orders \$11,915,308.50 Adjusted Contract Amount \$19,973,800.20	Water Renewal and Replacement Fund; Revenue Bond Sold; and Future WASD Revenue Bonds	Notice to Proceed Start Date: 09/20/2021 Completion Date: 01/22/2025	SBE G/S - 4% SBE A/E - N/A SBE Const. - 1.92% CWP Prog. - N/A	This project consists of furnishing and installing a 36-inch ductile iron water main along NW 106 Street from NW 107 Avenue to NW South River Drive. *** This Change Order No. 4 is a net-zero monetary adjustment to the Contract that replenishes the Contingency Allowance in the amount of \$921,749.03 by reallocating unused Contract funds to address various Contractor claims and grants a 682-day non-compensable time extension.

Exhibit C

Font, Andreina E. (WASD)

From: Hidalgo-Gato, Alice (SPD)
Sent: Tuesday, July 28, 2026 11:27 AM
To: Brown, Edith D. (WASD)
Cc: Bernard, Juliette (WASD); Natter, Ariadna T. (WASD); Cruz, Margarita (WASD); Font, Andreina E. (WASD); Bravo, Yanira (SPD); Colas, Doming (SPD)
Subject: RE: W-943 CO No. 4 SBE Compliance Review

Good morning Edith,

Project No. W-943 was reviewed for compliance with the 4% Small Business Enterprise – Goods (SBE-Goods) goal, and the Small Business Enterprise – Construction (SBE-Con) goal that was reduced to 1.92% on December 23, 2022, and did not apply to Change Order Nos. 3 and 4. Based on the revised contract amount of \$13,454,233 through Change Order #2, the required participation by contract completion was equal to \$538,169 for the SBE-Goods and \$258,321 for the SBE-Con goals. The SBE-Goods firms have been paid \$1,065,508 and the SBE-Con firms have been paid \$344,950 in compliance with the SBE goals.

Please contact me if additional information is needed.

Regards,

Alice Hidalgo-Gato, CFE, Section Chief
Strategic Procurement Department
Contract Monitoring and Compliance Section
111 NW 1st Street, 19th Floor
Miami, FL 33128
Office: (305) 375-3153
Fax: (305) 375-3160

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MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(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
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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(O)(4)
9-1-26

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY APPROVAL OF CHANGE ORDER NO. 4 TO CONTRACT NO. W-943 BETWEEN MIAMI-DADE COUNTY AND MAGNUM CONSTRUCTION MANAGEMENT LLC D/B/A MCM TO FURNISH AND INSTALL A 36-INCH DUCTILE IRON WATER MAIN ALONG N.W. 106 STREET FROM N.W. 107 AVENUE TO N.W. SOUTH RIVER DRIVE, WHICH CHANGE ORDER NO. 4 IS A NET-ZERO MONETARY ADJUSTMENT TO THE CONTRACT THAT REALLOCATES FUNDS FROM UNUSED LINE ITEMS IN THE CONTRACT IN THE AMOUNT OF \$921,749.03 AND GRANTS A 682-DAY NON-COMPENSABLE TIME EXTENSION

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 ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically, approval of Change Order No. 4 to Contract No. W-943 between Miami-Dade County and Magnum Construction Management LLC d/b/a MCM to furnish and install a 36-inch ductile iron water main along N.W. 106 Street from N.W. 107 Avenue to N.W. South River Drive. Change Order No. 4 is a net-zero monetary adjustment to the Contract that reallocates funds from unused line items in the amount of \$921,749.03 to address various Contractor claims and grants a 682-day non-compensable time extension. A copy of Change Order No. 4 is attached to the accompanying memorandum as Exhibit A.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2026. 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

JUAN FERNANDEZ BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis