

Memorandum



Date: February 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(F)(3)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-75-21

Subject: Deductive Change Order No. 1 and Final - Renovation of the Atrium and Tower at the Joseph Caleb Center – ISD Project No: Z00051 GOB ESP; Contract No: Z00051-TWR

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize Change Order No. 1 and Final to the construction contract between Miami-Dade County and Magnum Construction Management LLC dba MCM (MCM) for the renovation of the atrium and tower at the Joseph Caleb Center – ISD Project No. Z00051 GOB ESP; Contract No. Z00051-TWR. This deductive change order in the amount of \$435,000 will decrease the contract amount from \$9,462,880 to \$9,027,880.

Specifically, this amendment does the following:

- Credit \$168,980 from the dedicated allowance as the result of the County paying directly for the project's master permit, prior to entering into contract with the general contractor;
- Credit \$246,200 as per MCM PCO No. 6 dated November 2, 2017 for work related to the existing parking area including:
 - a. Delete proposed milling and re-surfacing of existing paved areas
 - b. Delete proposed drainage
 - c. Delete proposed curbs
 - d. Delete proposed electrical light poles
 - e. Landscape revised to account for existing trees to remain
 - f. Pedestrian walkway to remain
 - g. Striping and wheel stops to remain
 - h. Existing light posts to remain;
- Credit \$2,820 as the result of County making the food service area in the JCC available to MCM, in lieu of an on-site construction trailer, as per MCM PCO No. 2 dated October 19, 2017;
- Credit \$17,000 as the result of value engineering the lighting package from original submittal; and
- Extension of contract time of an additional 69 non-compensable consecutive calendar days. The time interval request includes time extension to complete owner requested items, unforeseen conditions, and regulatory requirements encountered during the life of the project.

This project is part of the Economic Stimulus Plan (ESP) approved list of projects, as approved by the Board through Resolution No. R-851-08. As such, this Change Order does not require Committee review.

Scope

This project is located within the boundaries of District 3, which is represented by Commissioner Keon Hardemon, and the impact of this project is countywide in nature.

Fiscal Impact/Funding Source

This deductive change order, in the amount of \$435,000, will be credited to the Building Better Communities General Obligation Bond (BBC-GOB) and will decrease the amount of this contract from \$9,462,880 to \$9,027,880.

Track Record/Monitor

Frank Suarez of the Internal Services Department is managing this project.

Background

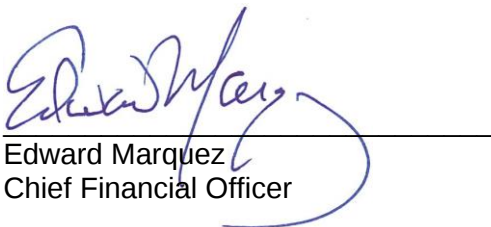
On November 2, 2004, County voters approved a variety of capital improvement projects through the BBC-GOB. This project, No. Z00051-TWR, located at 5400 NW 22 Avenue, Miami, Florida is one of the capital improvement projects eligible to be funded by the GOB Program.

On July 17, 2008, the Board approved Resolution No. R-851-08 adding the Caleb Courthouse Renovations to the approved project list of Economic Stimulus Projects pursuant to the County's ESP. The work consists of remodeling portions of the first and second floors at the existing JCC office building and atrium space, including the main entrance to the building, a new elevator, stairs, parking lot, and driveway for judges. The scope of work includes site clearing and earthwork; installing landscape and lawn irrigation systems; storm sewer systems; asphalt, concrete, and unit paving systems; cast-in-place concrete, concrete masonry unit, and precast structural concrete systems; structural steel and metal fabrications; pipe rails and railings; building insulation; thermal moisture protection and modified bitumen roofing system and roofing insulation; steel doors and frames; aluminum windows and storefront systems; custom millwork; door hardware; building security products and systems; gypsum board assemblies; stucco; ceramic and porcelain tiles; acoustical panel ceilings; resilient, resinous, and carpet flooring; painting; fire suppression sprinkler system; electrical systems; HVAC systems; plumbing systems; fire alarm systems; and conveyance systems.

Construction began on August 28, 2017 and is 100 percent complete. The Joseph Caleb Center has been fully operational since March of 2019. Unforeseen conditions and regulatory building department requests were encountered during the final inspections, such as inspectors requiring additional fire sprinkler and fire alarm coverage of existing areas outside the scope of the project. These requirements created additional work for the general contractor that required an extension of time on the contract for an additional 69 non-compensable calendar days.

The name of the contractor was legally changed from Munilla Construction Management LLC to Magnum Construction Management LLC.

Approval of this deductive change order and time extension is recommended in order to close out the construction contract.



Edward Marquez
Chief Financial Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: February 2, 2021

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(F)(3)

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. 8(F)(3)
2-2-21

RESOLUTION NO. R-75-21

RESOLUTION APPROVING DEDUCTIVE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN MIAMI-DADE COUNTY AND MAGNUM CONSTRUCTION MANAGEMENT LLC DBA MCM FOR THE RENOVATION OF THE ATRIUM AND TOWER AT THE JOSEPH CALEB CENTER - ISD PROJECT NO. Z00051 GOB ESP; CONTRACT NO: Z00051-TWR IN THE AMOUNT OF \$435,000.00 CREDITED TO THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS DECREASING THE CONTRACT AMOUNT FROM \$9,462,880.00 TO \$9,027,880.00 AND INCREASING THE CONTRACT TIME BY 69 NON-COMPENSABLE CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

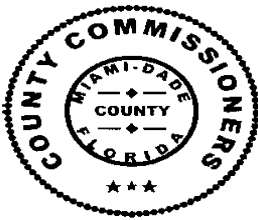
Section 1. This Board approves a deductive Change Order No. 1 to the construction contract between Miami-Dade County and Magnum Construction Management LLC dba MCM for the Renovation of the Atrium and Tower at the Joseph Caleb Center – ISD Project No. Z00051 GOB ESP; Contract No. Z00051-TWR, in substantially the form attached hereto and made a part hereof, in the amount of \$435,000.00 credited to the Building Better Communities General Obligation Bond funds, decreasing the contract amount from \$9,462,880.00 to \$9,027,880.00 and increasing the contract time by 69 calendar days.

Section 2. This Board further authorizes the County Mayor or the County Mayor's designee to execute the Change Order for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**,
 who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III**
 and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of February, 2021. 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: **Melissa Adames**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "E. Gonzalez", written over a horizontal line.

Eduardo W. Gonzalez

MIAMI-DADE COUNTY, FLORIDA**INTERNAL SERVICES****CHANGE ORDER TO ORIGINAL CONTRACT****CHANGE ORDER NO: 1****CONTRACT NO: Z00051-TWR****DATE: 3/10/2020****PROJECT TITLE:** Renovation of the Atrium and Tower at the Joseph Caleb Center (JCC)**TO CONTRACTOR:** MAGNUM CONSTRUCTION MANAGEMENT LLC DBA MCM 6201 AW 70 Street Miami, Florida, 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: DEDUCTIVE CHANGE ORDER FOR THE FOLLOWING :

ITEM #1 - CREDIT \$168,980 FROM DEDICATED ALLOWANCE AS THE RESULT OF THE COUNTY PAYING DIRECTLY FOR THE PROJECT'S MASTER PERMIT, PRIOR TO ENTERING INTO CONTRACT WITH THE GENERAL CONTRACTOR.

ITEM #2 - CREDIT \$246,200 AS THE RESULT OF VAVE RELATED TO THE PARKING AREA INCLUDING: A) DELETE PROPOSED MILLING AND RE-SURFACING; B) DELETE PROPOSED DRAINAGE; C) DELETE PROPOSED CURBS; D) DELETE PROPOSED ELECTRICAL LIGHT POLES E) LANDSCAPE TO BE REVISED TO ACCOUNT FOR EXISTING TREES TO REMAIN; F) NEW PEDESTRIAN WALKWAY TO REMAIN; G) STRIPPING AND WHEEL STOPS TO REMAIN; H) EXISTING LIGHT POSTS TO REMAIN - AS PER MCM PCO #6 DATED 11-2-2017.

ITEM #3 - CREDIT \$2,820 AS THE RESULT OF COUNTY MAKING THE FOOD SERVICE AREA IN CALEB AVAILABLE TO MCM, IN LIEU OF AN ON-SITE CONSTRUCTION TRAILER, AS PER MCM PCO #2 DATED 10/19/2017.

ITEM #4 - CREDIT \$17,000 AS THE RESULT OF VALUE ENGINEERING THE LIGHTING PACKAGE FROM ORIGINAL SUBMITTALS.

Monetary Justification: THIS IS A CREDIT CHANGE ORDER. THE PRICE CREDITED FOR THE WORK IS INCLUSIVE OF MATERIALS, TRANSPORTATION AND LABOR CHARGES, AS WELL AS INCIDENTAL COSTS, SUCH AS PERMIT AND INSPECTION FEES.

Time Justification: SIXTY NINE DAYS (69) ADDITIONAL CONSECUTIVE CALENDAR DAYS ARE RECOMMENDED FOR THIS CONTRACT. THE TIME INTERVAL REQUEST INCLUDES TIME EXTENSION TO COMPLETE OWNER REQUESTED AND UNFORSEEN CONDITIONS, AND REGULATORY REQUIREMENTS AS FOLLOWS:

- TWENTY FOUR (24) CALENDAR DAYS RETRO-ACTIVELY APPLIED TO PCO #058 AND PCO #061 - PREVIOUSLY APPROVED WITHOUT TIME ON CD #11. PCO #058 AND PCO #061 ARE DEEMED CONCURRENT.
- THIRTY SIX (36) CALENDAR DAYS RETROACTIVELY APPLIED TO PCO #079 FOR ADDITIONAL FIRE SPRINKLER WORK IN ATRIUM LOBBY AND 2ND FLOOR - PREVIOUSLY APPROVED WITHOUT TIME ON CD #11.
- NINE (9) CALENDAR DAYS TO RE-ESTABLISHING CONTINUITY OF PHONE LINES AND TROUBLESHOOT THE FIRE ALARM PANEL BY OWNER FORCES.

DURING THE CONSTRUCTION OF THE PROJECT THE ORIGINAL CONTRACT PERIOD EXPIRED. AS SUCH, THIS TIME EXTENSION REQUEST IS CONSIDERED JUSTIFIABLE AND IS RECOMMENDED FOR APPROVAL ON THE BASIS OF A NON-COMPENSABLE TIME EXTENSION.

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-----	\$9,462,880.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$9,462,880.00
COST OF CHANGES WITH THIS DOCUMENT-----	(\$435,000.00)
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$9,027,880.00
PERCENT INCREASE WITH THIS CHANGE-----	-5%
TOTAL PERCENT INCREASE TO DATE-----	-5%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	450 / 0 / 69
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS GRANTED / THIS CHANGE-----	45 / 45 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	564

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:	
<u>Organization</u>	<u>Name</u>	<u>Title</u>	<u>Date</u>
MAGNUM CONSTRUCTION MANAGEMENT LLC DBA MCM	Daniel Munilla		
		Contractor	1/11/2021
<u>Surety</u>	Berkshire Hathaway Specialty Insurance Company	<u>Surety</u>	
		Charles J. Nielson, Atty.-In-Fact	

<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By: <u>County Attorney</u> (for legal sufficiency)	<u>Eduardo W. Gonzalez Sup</u>	<u>1/14/21</u>
Approved By: <u>County Mayor</u>	_____	_____
Attested By: <u>Clerk of the Board</u>	_____	_____

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.



Berkshire Hathaway
Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Shawn Burton, David Hoover, Charles D. Nielson, Charles J. Nielson, Laura Mosholder, 8000 Governors Square Blvd., Suite 101, of the city of Miami Lakes, State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

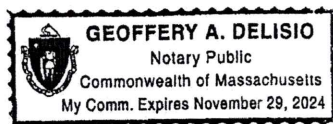


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE 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, see hereunto affixed the seals of said Companies this January 12, 2021.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhsispecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhsispecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

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