

Memorandum



Date: April 20, 2021

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

Agenda Item No. 8(N)(32)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-332-21

Subject: Change Order No. 1 for the Project Entitled Phase 1 – The Underline "The Brickell Backyard"; Contract No. CIP177-DTPW2017-CT1 to Central Pedrail, JV

Recommendation

This Change Order No. 1 for Contract No. CIP177-DTPW2017-CT1 between Central Pedrail, JV and Miami-Dade County (County) has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval by the Board of County Commissioners (Board) pursuant to Section 2-8.1 of the Code of the County (Code). Change Order No. 1 (see Exhibit 2) will provide an additional 176 calendar days, to complete the project. This change order for a time extension encompasses several unforeseen conditions, County requested enhancements, delays and restriction resulting from the Covid-19 pandemic and weather delays. Refer to Exhibit 1 for additional project requirements.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this change order is consistent with those authorities granted under the Code. No further delegation is necessary or being requested for this contract.

Scope

The project is located at 1001 SW 1st Avenue, Miami, FL 33130, which is located within District 5, represented by Commissioner Eileen Higgins.

Fiscal Impact/Funding Source

No additional funding is required. The total costs associated with this Change Order, in the amount of \$464,161.61, will be paid from the contract's 10 percent contingency allowance account.

Track Record/Monitor

Leticia Smith of DTPW is the Chief of Contract Services and George Maldonado, Construction Manager 2, is responsible for the project's implementation and administration.

Background

In 2015, The Underline Management Organization, Inc. selected a design consultant to develop the Vision and Master Plan for the Underline project. This project will be built in phases. Phase 1 of the Underline project consists of a half mile long segment below the Metrorail; however, once all phases are completed, the Underline project will be a 10-mile linear mobility corridor below the Metrorail. The proposed corridor will extend from the Miami River to the Dadeland South Metrorail Station and will serve to enhance connectivity, increase mobility, and improve pedestrian and bicyclist safety. By providing safe and connected paths, the Underline aims to be a multi-modal corridor that

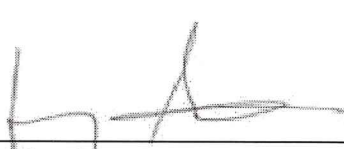
encourages alternate modes of transportation and attracts new users to mass transit. Capitalizing on its 10-mile length and connection to eight Metrorail Stations, the project seeks to develop a corridor that can present an attractive alternative to car-based commuting by promoting public transportation via Metrorail, strengthening linkages to local bus and trolley transportation routes, and enhancing the off-road biking corridor with a natural and beautiful setting.

On October 2, 2018, the Board passed Resolution R-1020-18 to approve a construction contract with Central Pedrail, JV to provide construction services for Phase 1 – The Underline "The Brickell Backyard" for a total contract amount of \$14,255,556.00 (inclusive of the 10 percent contingency allowance of \$1,236,700.00 and a contract duration of 548 calendar days. A Notice to Proceed was issued on December 10, 2018 with a scheduled completion date of June 10, 2020. To date, the contractor's performance has been satisfactory. An additional 176 calendar days is required due to: 1) Unforeseen / Unforeseeable Changes as these unforeseen conditions were generally in conflict between the proposed underground drainage and utilities and existing unknown underground utilities and structures (18 days); 2) County Requested Changes as the contractor was asked to provide and install Wi-Fi system infrastructure for Blocks 2 and 3, and to paint and install anti-graffiti coating on all Metrorail columns within the Underline Phase 1 Project limits (70 days); 3) delays in the contractor and sub-contractor's work and performance due to the Covid-19 Pandemic (60 days); and 4) weather delays as per Florida Department of Transportation (FDOT) Specification 8-7.3.2 (28 days).

DTPW's Office of Civil Rights has made no change to the 10.65% Disadvantage Business Enterprise (DBE) goal established for the project. As such, Central Pedrail, JV shall continue to take all necessary steps towards remaining compliant in achieving FDOT's aspirational DBE goal of 10.65% as stipulated in 49 Code of Federal Regulations Part 26 and FDOT's DBE Program Subpart B for DBE participation. Therefore, DTPW expects the contractor to meet and/or exceed the state's aspirational goal throughout the life of the project and by the end of the contract term. DTPW-DBE will continue to work closely with the State, the contractor, and its consultant as it self-reports the DBE participation through the State's Equal Employment Opportunity program.

Due Diligence

Pursuant to Resolution R-187-12 and in accordance with the Internal Services Department's Procurement Guidelines, DTPW staff exercised due diligence to determine Contractor responsibility for Central Pedrail, JV. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the Contractor's responsibility. There are two evaluations on record for Central Pedrail, JV in the Capital Improvements Information System with an average rating of 3.2 out of a possible 4.0 points.



Jimmy Morales
Chief Operations Officer

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

PROJECT NAME: Phase 1 - The Underline "The Brickell Backyard"

PROJECT NO: CIP177

CONTRACT NO: CIP177-DTPW2017-CT1

PROJECT DESCRIPTION: Construction services are required for the implementation of Phase 1 of The Underline project. This segment falls between the Miami River and SW 13 Street and transverses three major Florida Department of Transportation (FDOT) intersections, which are SW 7 Street, SW 8 Street, and SW 13 Street. The project scope consists of the following components:

- A transportation component creating new dedicated pedestrian and bicycle trails; the modification and improvement of three signalized intersections and the reconfiguration of bus bays and bus patron seating areas.
- The amenities component includes:
 - Landscaping, consisting of native vegetation which will provide relief from the large built-urban setting
 - Way finding signage
 - Lighting
 - A new gym area consisting of a flexible basketball court, gym equipment, and space for group classes and activities
 - A staging area for concerts, movies, yoga, and other group activities
 - A dining area accessible to bus, trolley, Metromover and Metrorail patrons, as well as visitors and residents
 - A new game area consisting of fixed tables and chairs, providing spaces that engage and support community interaction
- The Soil remediation component which includes extensive drainage and deep injection wells, as well as removal and disposal of contaminated soil.

The construction of Phase 1 will improve local conditions and assist with first mile, last mile challenges to access of public transportation.

USING

DEPARTMENT: Department of Transportation and Public Works

MANAGING

DEPARTMENT: Department of Transportation and Public Works

PTP FUNDING: No

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

ARRA FUNDING: No

GOB FUNDING: No

FUNDING SOURCES:	<u>SOURCE</u>	<u>PROJECT #</u>	<u>SITE #</u>	<u>AMOUNT</u>
	City of Miami:	2000000133	3000175	\$4,871,690.00
	Road Impact Fees:	2000000133	3000175	\$5,439,866.00
	FDOT:	2000000133	3000175	\$3,944,000.00

TOTAL FUNDING: \$14,255,556.00

**CAPITAL
BUDGET
PROJECTS:**

<u>CAPITAL BUDGET PROJECT # - NAME</u>	<u>AMOUNT</u>
THE UNDERLINE: 2000000133	\$14,255,556.00
Funding Year: FY 2020 - 21 Proposed Budget and Multi-Year Capital Plan, Vol 2. Transportation and Public Works	

	<u>Original Contract Values</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$12,367,000.00	\$12,005,336.75	\$ 361,663.25
CONTINGENCY:	\$ 1,236,700.00	\$ 678,866.70	\$ 557,833.30
DEDICATED:	\$ 651,856.00	\$ 324,335.75	\$ 327,520.25
TOTALS:	\$14,255,556.00	\$13,008,539.20	\$1,247,016.80

	<u>Original Contract Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	548	176	724
CONTINGENCY:	0	0	0
TOTAL DURATION:	548	176	724

INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested Change	\$0.00	70
Unforeseen / Unforeseeable Change	\$0.00	106
	\$0.00	176

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

TRACK RECORD/MONITOR

COMPANY

PRINCIPAL: Miguel Vila

COMPANY

QUALIFIER: Robert Baer

COMPANY

EMAIL

ADDRESS: miguel@pedrailsystems.com

COMPANY

STREET

ADDRESS: 9030 NW 97 Terrace

COMPANY CITY

-STATE-ZIP: Medley, FL 33178

YEARS IN

BUSINESS AT

TIME OF

AWARD: Not applicable; Central Pedrail, JV was a newly formed Joint Venture entity at the time of award.

PREVIOUS CONTRACTS

WITH COUNTY IN

THE LAST FIVE

YEARS AT TIME

OF AWARD: This contract is the first County project awarded to Central Pedrail, JV. However, information for the two entities that form the joint venture was sought. Based on the Firm History Report provided by the County's Small Business Development, Division, Central Florida Equipment Rentals, Inc. was awarded one county contract in the amount of \$4,665,069.03 within the last five years at the time of award.

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

Visualscape, Inc.*
R & D Electric, Inc.*
Landscape Forms, Inc.*
L'appartement, LLC*
Guaranteed Fence, Corp.*
Atlantic Paving Company, Inc

Triactive America, Inc.
Dero LLC
Epic Stoneworks, Inc.
Bailey Sigler, Inc.
Kompan, Inc.

*DBE Firms



MEMORANDUM

(Revised)

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

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(32)

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(N)(32)
4-20-21

RESOLUTION NO. _____ R-332-21

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 1 BETWEEN MIAMI-DADE COUNTY AND CENTRAL PEDRAIL, JV FOR THE PROJECT ENTITLED PHASE 1 – THE UNDERLINE "THE BRICKELL BACKYARD" EXTENDING THE CONTRACT DURATION BY 176 CALENDAR DAYS

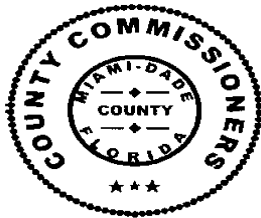
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or County Mayor's designee to execute Change Order No. 1 between Miami-Dade County and Central Pedrail, JV, in substantially the form attached hereto and made a part hereof, for the project entitled Phase 1 – The Underline "The Brickell Backyard", extending the contract duration by 176 calendar days.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** 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 20th day of April, 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "B. Libhaber", written over a horizontal line.

Bruce Libhaber

MIAMI-DADE COUNTY, FLORIDA**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS****CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO: 1 CONTRACT NO: CIP177-DTPW2017-CT1 DATE: 6/8/2020
 PROJECT TITLE: Phase 1 - The Underline "The Brickell Backyard"
 TO CONTRACTOR: Central Pedrail, JV 9030 NW 97 Terrace Medley, FL 33178

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:

Unforeseen / Unforeseeable Change

1. Remove and replace concrete sidewalk on Block 1.
2. Remove existing I-beam and concrete foundation in conflict with Drainage Structure S-8 on Block 2.
3. Cut and repair a window into buried concrete slab and verify that the slab is the top slab of a slab covered drainage trench and that the slab covered drainage trench is operational. (Continued below)

Monetary Justification:

Unforeseen / Unforeseeable Change

1. Remove and replace concrete sidewalk on Block 1.
An existing slab covered drainage trench was found to conflict with the proposed drainage within Block 1. The proposed drainage was revised, moving the drainage from the west side of the block to the east side of the block. However, to install the drainage, the existing concrete sidewalk needed to be removed and replaced. (Continued below)

Time Justification:

Unforeseen / Unforeseeable Change

1. An existing slab covered drainage trench was found to conflict with the proposed drainage within Block 1. The proposed drainage was revised, moving the drainage from the west side of the block to the east side of the block. However, to install the drainage, the existing concrete sidewalk needed to be removed and replaced.
Time requested by contractor for this work: 2 additional 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-----	\$14,255,556.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$14,255,556.00
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$14,255,556.00
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	548 / 0 / 176
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	0 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	724

CERTIFYING STATEMENT: The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

Accepted By:

Organization	Name	Title	Date
Central Pedrail, JV		Contractor	11/20/2020
Travelers Casualty and Surety Company of America		Charles J. Nielson, Attorney-in-fact	11/19/2020

Title	Name	Date
Approved By: <u>County Attorney</u> (for legal sufficiency)	_____	_____
Approved By: <u>County Mayor</u>	_____	_____
Attested By: <u>Clerk of the Board</u>	_____	_____



Description of work authorized: (Continued)

4. Modify invert elevations for drainage structure DW-3 and DW-3A to resolve conflict with a Florida Power & Light (FPL) duct bank.
5. Install a backflow preventor for a fire service line at the Traction Power Building located on Block 2.
6. Adjust manhole elevation to grade of bike path and replace top slab including the ring and cover for three existing buried manholes within Block 2.
7. Cut section from existing drainage trench and terminate with a bulkhead.
8. Remove and replace existing sidewalk on the west side of Block 3.
9. Remove existing section of concrete covered trench at DW-4 and construct a bulkhead.
10. Corona Virus Pandemic – The contractor and sub-contractors work and performance were affected by the Corona Virus pandemic and by the Governmental response to the virus in the form of Stay at Home orders, curfews and other restriction, related material shortages and extended lead time on materials.
11. 21 additional calendar days granted to Contractor due to weather delay as per FDOT Specification 8-7.3.2.

County Requested Change

12. Provide and install Wi-Fi system infrastructure for Blocks 2 and 3.
13. Paint all Metrorail columns within the Underline Phase 1 Project limits. Paint the column up to the column identification numbers on each of the four faces of the column and install an anti-graffiti coating on the bottom 15 feet of each painted column.

Time Justification: (Continued)

2. An existing structure consisting of a concrete base and I-beam were found to conflict with the location of Drainage Structure S-8 and the connecting drainage pipe. The concrete base and I-beam were removed to a depth which allowed the drainage structure and connecting pipes to be installed as per original contract plans.
Time requested by contractor for this work: 1 additional calendar day.
3. An existing concrete slab was found on the west side of Block 1. The slab was believed to be a concrete covered drainage trench. In efforts to identify the slab, the contractor had to cut a window into the concrete slab to permit him to verify that it was the top of a slab covered drainage trench and to examine its condition.
Time requested by contractor for this work: 1 additional calendar day
4. An FPL duct bank was found to conflict with the drainage pipe connecting drainage structures DW-3 and DW-3A. Therefore, the invert elevations of drainage structures DW-3 and DW-3A were modify resolve the conflict. Time requested by contractor for this work: 4 additional calendar days
5. As per the original contract plans, the contractor was required to relocate the existing water meter and service. However, after a field meeting with the Miami-Dade Water & Sewer Department (MDWS), MDWS required the addition of a backflow preventor to meet current standards. Time requested by contractor for this work: 3 additional calendar days
6. While performing clearing and grubbing work on the western side of Block 2, the contractor uncovered three buried manholes that would fall within the proposed bike path. Therefore, the contractor needed to raise each manhole cover by replacing its top slabs, the ring and cover, to ensure that the covers were flush with the new bike path and to comply with ADA standards. Time requested by contractor for this work: 1 additional calendar day
7. While performing drainage installation on Block 2, the contractor found a conflict between the existing and proposed drainage. Therefore, the contractor needed to remove the conflicting section of the existing drainage trench and terminate with a bulkhead. Time requested by Contractor for this work: 1 additional calendar day.
8. As per the original contract plans, the sidewalk on the west side of Block 3, between SW 8th St and SW 9th St, was to remain in place. Upon reviewing of the existing site conditions at time of construction, the concrete sidewalk was found to be in poor condition and did not comply with ADA standards. Therefore, the contractor was directed to remove and replace the sidewalk. Time requested by Contractor for this work: 3 additional calendar days.
9. After drilling DW-4, the concrete drain structure was found to conflict with the existing slab covered trench. Therefore, the contractor needed to remove the section of covered trench that was in conflict and terminate it with a bulkhead. Time requested by Contractor for this work: 2 additional calendar days.
10. Corona Virus Pandemic – The contractor and sub-contractors work, and performance were affected by the Corona Virus pandemic and by the Governmental response to the virus in the form of Stay at Home orders, curfews and other restriction, related shortages, and extended lead time on materials. Time extension is requested in accordance with the Construction General Contract Conditions, Article 8 Contract Time, sections C. Sub paragraphs, 1.b and 2.
Time requested by Contractor for this work: 60 additional calendar days.
11. 21 additional calendar days granted to Contractor due to weather delay as per FDOT Specification 8-7.3.2.

County Requested Change

12. At owner's request, the Contractor is to provide and install a Wi-Fi system infrastructure on Blocks 2 and 3 that is comprised of the following components:
 - 1) Installation of conduit and vaults for fiber optic/data;
 - 2) Installation of electrical infrastructure (conduit and pull-boxes only);
 - 3) Installation of new poles and foundations.

Time requested by Contractor for this work: 49 additional calendar days.

13. Paint all Metrorail columns within the Underline Phase 1 Project limits. Paint the column up to the column identification numbers on each of the four faces of the column and install an anti-graffiti coating on the bottom 15 feet of each painted column.
Time requested by Contractor for this work: 21 additional calendar days.

Monetary Justification: (Continued)

This work was not included in the original contract documents. Cost includes all required labor, materials, and equipment with allowable mark-ups.
Cost: \$11,409.08 (payment will come from project contingency, there will be no change in Contract cost.)

2. Remove existing I-beam and concrete foundation in conflict with Drainage Structure S-8 on Block 2.
An existing structure consisting of a concrete base and I-beam were found to conflict with the location of Drainage Structure S-8 and the connecting drainage pipe. The concrete base and I-beam were removed to a depth which allowed the drainage structure and connecting pipes to be installed as per original contract plans.

This work was not included in the original contract documents. Cost includes all required labor, material, and equipment with allowable mark-up.
Cost: \$5,629.74 (payment will come from project contingency, there will be no change in Contract cost.)

3. Cut and repair a window into buried concrete slab and verify that the slab it is the top slab of a slab covered drainage trench and that the slab covered drainage trench is operational.
An existing concrete slab was found on the west side of Block 1. The slab was believed to be a concrete covered drainage trench. In efforts to identify the slab, the contractor had to cut a window into the concrete slab to permit him to verify that it was the top of a slab covered drainage trench and to examine its condition.

This work was not included in the original contract documents. Cost includes all required labor, material, and equipment with allowable mark-up.
Cost: \$5,089.00 (payment will come from project contingency, there will be no change in Contract cost.)

4. Modify invert elevations for drainage structure DW-3 and DW-3A to resolve conflict with a Florida Power & Light (FPL) duct bank.
An FPL duct bank was found to conflict with the drainage pipe connecting drainage structures DW-3 and DW-3A. Therefore, the invert elevations of drainage structures DW-3 and DW-3A were modified to resolve the conflict.

This work was not included in the original contract documents. Cost includes all required labor, material, and equipment with allowable mark-up.
Cost: \$14,579.08 (payment will come from project contingency, there will be no change in Contract cost.)

5. Install a backflow preventor for fire service line at the Traction Power Building located on Block 2.
As per the original contract plans, the contractor was required to relocate the existing water meter and service. However, after a field meeting with the Miami Dade Water & Sewer Department (MDWS), MDWS required the addition of a backflow preventor to meet current standards.

This work was not included in the original contract documents. Cost includes all required labor, material, and equipment with allowable mark-up.
Cost: \$14,198.95 (payment will come from project contingency, there will be no change in Contract cost.)

6. Adjust manhole elevation to grade of bike path and replace top slab including the ring and cover for three existing buried manholes within Block 2. While performing clearing and grubbing work on the western side of Block 2, the contractor uncovered three buried manholes that would fall within the proposed bike path. Therefore, the contractor needed to raise each manhole cover by replacing the top slabs, rings and covers, to ensure that the manhole covers were flush with the new bike path and to comply with ADA standards.

This work was not included in the original contract documents. Cost includes all required labor, material, and equipment with allowable mark-up.
Cost: \$4,857.32 (payment will come from project contingency, there will be no change in Contract cost.)

7. Cut section from existing drainage trench and terminate with a bulkhead. Cut section from existing drainage trench and terminate with a bulkhead. While performing drainage installation on Block 2, the contractor found a conflict between the existing and proposed drainage. Therefore, the contractor needed to remove the conflicting section of the existing drainage trench and terminate with a bulkhead.

This work was not included in the original contract documents. Cost includes all required labor, materials, and equipment with allowable mark-up.
Cost: \$3,169.22 (payment will come from project contingency, there will be no change in Contract cost.)

8. Remove and replace existing sidewalk on west side of Block 3.
As per the original contract plans, the sidewalk on the west side of Block 3, between SW 8th St and SW 9th St, was to remain in place. Upon reviewing of the existing site conditions at time of construction, the concrete sidewalk was found to be in poor condition and did not comply with ADA standards. Therefore, the contractor was directed to remove and replace the sidewalk.

This work was not included in the original contract documents. Cost includes all required labor, materials, and equipment with allowable mark-up.
Cost: \$24,784.45 (payment will come from project contingency, there will be no change in Contract cost.)

9. Remove existing section of concrete covered trench at DW-4 and construct a bulkhead.
After drilling DW-4, the concrete drain structure was found to conflict with the existing slab covered trench. Therefore, the contractor needed to remove the section of covered trench that was in conflict and terminate it with a bulkhead.

This work was not included in the original contract documents. Cost includes all required labor, materials, and equipment with allowable mark-up.
Cost: \$6,249.22 (payment will come from project contingency, there will be no change in Contract cost.)

10. Corona Virus Pandemic – The contractor and sub-contractors work, and performance were affected by the Corona Virus pandemic and by the Governmental response to the virus in the form of Stay at Home orders, curfews and other restriction, related shortages, and extended lead time on materials.
This item is non-compensable in accordance with the Construction General Contract Conditions, Article 8 Contract Time, sections C. Sub paragraphs, 1.b and 2.

11. 21 additional calendar days granted to Contractor due to weather delay as per FDOT Specification 8-7.3.2.
This item is non-compensable for weather related delays.

County Requested Changes

12. Contractor is to provide and install Wi-Fi system infrastructure on Blocks 2 and 3 that it is comprised of the following components: 1) Installation of conduit and vaults for fiber optic/data;
2) Installation of electrical infrastructure (conduit and pull-boxes only);
3) Installation of new poles and foundations.
The Wi-Fi infrastructure was installed for the purpose of providing the basic underlying framework for internet, safety features such as cameras and informational displays that will enhance the Underline in the future without disturbing landscaping or other features.

This work was not included in the original contract documents. Cost includes all required labor, materials, and equipment with allowable mark-up.
Cost: \$270,303.55 (payment will come from project contingency, there will be no change in Contract cost.)

13. Paint all Metrorail columns within the Underline Phase 1 Project limits. Paint the column up to the column identification numbers on each of the four faces of the column and install an anti-graffiti coating on the bottom 15 feet of each painted column.

Due to the poor condition of the existing paint on the Metrorail columns, the County has request that the contractor paint all the columns within the project limits of the Underline Phase 1 project and provide an anti-graffiti coating to protect the columns.

This work was not included in the original contract documents. Cost includes all required labor, materials, and equipment with allowable mark-up.
Cost: \$103,912.02 (payment will come from project contingency, there will be no change in Contract cost.)

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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES J. NIELSON** of **MIAMI LAKES, Florida**, their true and lawful Attorney-in-Fact 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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

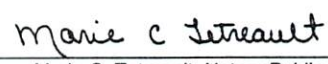
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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

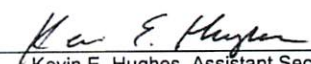
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine 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 remains in full force and effect.

Dated this **19th** day of **November**, 2020




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.