

# Memorandum



**Date:** February 1, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz and  
Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor

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

Resolution No. R-123-22

**Subject:** Change Order No. 1 for the Project Titled People’s Transportation Plan Roadway  
Improvements to SW 137 Avenue from H.E.F.T. to US-1 - Contract No: 20180064—  
Contractor Horizon Contractors, Inc.

Agenda Item No. 8(N)(5)

**This substitute differs from the original item in that it updates the Time Justification section of the Mayor’s Memorandum, removing reference to INFORMS, explaining that utility relocation delays impacted the project’s critical path, resulting in a need for additional time. This justification is also captured in the Change Order accompanying the memorandum.**

## **Recommendation**

The attached Change Order No. 1 for Contract between Horizon Contractors, Inc. (HCI) and Miami-Dade County (County) has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval.

**Delegation of Authority:** In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor’s designee to execute this change order.

**CHANGE ORDER**        1  
**NUMBER:**

## **Scope**

**PROJECT NAME:** People’s Transportation Plan Roadway Improvements to SW 137 Avenue  
from H.E.F.T. to US-1

**PROJECT NO:** 20180064

**CONTRACT NO:** 20180064

## **PROJECT**

**DESCRIPTION:** The work includes furnishing all supervision, materials, equipment, tools and performing all operations necessary for roadway improvements to SW 137 Ave from Homestead Extension of Florida’s Turnpike (H.E.F.T.) to US-1. The work consists of widening the existing roadway from two (2) to four (4) lanes with a raised median and centered left turn lane, sidewalks, curb and gutter, bicycle facilities, continuous storm drainage system, signalization, pavement markings and signing, and street lighting.

## **PROJECT**

**LOCATION:** SW 137 Avenue from H.E.F.T. to US-1

**PRIMARY  
COMMISSION  
DISTRICT:**

9

**APPROVAL PATH:** Board of County Commissioners

**USING**

**DEPARTMENT:** Department of Transportation and Public Works

**MANAGING**

**DEPARTMENT:** Department of Transportation and Public Works

**Fiscal Impact/Funding Source**

| <b><u>FUNDING</u></b> | <b><u>SOURCE</u></b> | <b><u>PROGRAM</u></b> | <b><u>AMOUNT</u></b> |
|-----------------------|----------------------|-----------------------|----------------------|
| <b>SOURCE(S):</b>     | PTP                  | 2000000540            | \$7,292,647.42       |

**CHANGE ORDER**

**FUNDING SOURCE:** N/A

**PTP FUNDING:** Yes

**GOB FUNDING:** No

**CAPITAL BUDGET**

| <b><u>PROJECTS:</u></b> | <b><u>CAPITAL BUDGET PROGRAM # - DESCRIPTION</u></b>                                                                                                                                                                                       | <b><u>ESTIMATE</u></b> |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
|                         | 2000000540-ROAD WIDENING – COUNTYWIDE<br>PROJECT: 73349 - SW 137TH AVE FROM HEFT<br>TO S DIXIE HWY<br>Funding Year: FY 2021-22 Adopted Budget and Multi-<br>Year Capital Plan, Book Page:144<br>Volume 2 – Transportation and Public Works | \$7,292,647.42         |

CAPITAL BUDGET PROGRAM TOTAL: \$7,292,647.42

**CHANGE ORDER  
DESCRIPTION:** This Change Order extends the contract duration by 96 non-compensable  
calendar days.

**MONETARY**

**JUSTIFICATION:** Not applicable. This change order does not increase the contract amount.

**TIME JUSTIFICATION:** This change order increases the contract time by 96 non compensable calendars days. The lack of timely action by third parties to relocate their utilities resulted in multiple conflicts that negatively impacted the critical path and prevented the contractor from completing the project stages according to the construction schedule.

|                     | <b>Original<br/>Contract<br/>Values</b> | <b>Previous<br/>Adjustment to<br/>Values</b> | <b>This<br/>Change<br/>Order<br/>Values</b> | <b>Current<br/>Totals</b> | <b>Total<br/>Paid</b> |
|---------------------|-----------------------------------------|----------------------------------------------|---------------------------------------------|---------------------------|-----------------------|
| <b>BASE:</b>        | \$6,596,952.20                          | \$0.00                                       | \$0.00                                      | \$1,228,419.48            | \$5,368,532.72        |
| <b>CONTINGENCY:</b> | \$659,695.22                            | \$0.00                                       | \$0.00                                      | \$565,582.36              | \$94,112.86           |
| <b>DEDICATED:</b>   | <u>\$36,000.00</u>                      | <u>\$0.00</u>                                | <u>\$0.00</u>                               | <u>\$32,033.00</u>        | <u>\$3,967.00</u>     |
| <b>TOTALS:</b>      | \$7,292,647.42                          | \$0.00                                       | \$0.00                                      | \$1,826,034.84            | 5,466,612.58          |

|                        | <b>Original<br/>Contract<br/>Duration</b> | <b>Previous<br/>Adjustments<br/>To Duration</b> | <b>Change<br/>Order<br/>Duration</b> | <b>Current<br/>Totals</b> |
|------------------------|-------------------------------------------|-------------------------------------------------|--------------------------------------|---------------------------|
| <b>BASE DURATION:</b>  | 660                                       | 0                                               | 96                                   | 756                       |
| <b>CONTINGENCY:</b>    | <u>66</u>                                 | <u>0</u>                                        | <u>0</u>                             | <u>66</u>                 |
| <b>TOTAL DURATION:</b> | 726                                       | 0                                               | 96                                   | 822                       |

#### **INITIATING FACTORS FOR CHANGE ORDER**

| <b><u>Reason</u></b>       | <b><u>Cost</u></b> | <b><u>Duration</u></b> |
|----------------------------|--------------------|------------------------|
| Unforeseen Conditions      | N/A                | 96                     |
| County Requested<br>Change | <u>N/A</u>         | <u>0</u>               |
| Total                      | N/A                | 96                     |

#### **Tack Record / Monitor**

**PERFORMANCE RECORD:** There are 6 evaluations on record in the Capital Improvement Information System (CIIS) with an average rating of 3.0 points out of a total of 4.0 possible points, having a maximum rating of 3.5 and a minimum rating of 2.5 out of a possible 4.0.

**PRIME**

**CONTRACTOR:** Horizon Contractors Inc.

**COMPANY PRINCIPAL:** Jose M. Sanchez

**COMPANY QUALIFIER:** Jose M. Sanchez

**COMPANY EMAIL:** jmsanchez@hcimail.net

**COMPANY ADDRESS:** 8175 W 32 Avenue, #2

**COMPANY**

**CITY/STATE/ZIP:** Hialeah, Florida 33018

**YEARS IN BUSSINESS AT  
TIME OF AWARD:** 25

**PREVIOUS CONTRACTS  
WITH COUNTY IN THE  
LAST THREE YEARS AT  
TIME OF AWARD:**

None

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

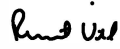
Signal Sign Lighting, Inc.; TJ Precast, Corp.; Bella Fiore  
Landscaping, LLC

**REVIEW COMMITTEE  
ASSIGNED CONTRACT  
MEASURES:**

| <u>TYPE</u>       | <u>GOAL</u> | <u>COMMENT</u> |
|-------------------|-------------|----------------|
| CSBE              | 11.71 %     |                |
| CWP               | 10.00 %     |                |
| Good and Services | 1.28 %      |                |

**PROJECT MANAGER:** Leo Salgueiro (305) 375-1202, SalguL@miamidade.gov

**DEPARTMENT  
FINANCE:**



**DTPW FINANCE OFFICER**

**Jul 29, 2021**

**DATE**

**ERP FUND CODES:** CB059

**BUDGET  
APPROVAL  
FUNDS  
AVAILABLE:**



**OMB DIRECTOR**

**Aug 18, 2021**

**DATE**

**APPROVED AS  
LEGAL  
SUFFICIENCY:**

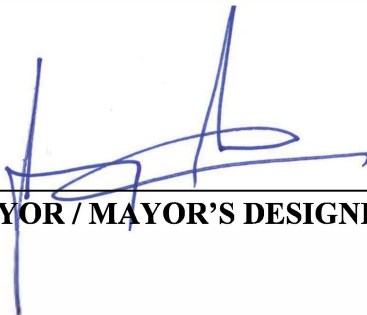


**COUNTY ATTORNEY**

**Aug 18, 2021**

**DATE**

**APPROVED  
PURSUANT TO  
SECTION 2-8.1 OF  
THE MIAMI-DADE  
COUNTY CODE:**



**MAYOR / MAYOR'S DESIGNEE**

**September 2, 2021**

**DATE**

**CLERK:**

**DATE**



## MEMORANDUM

(Revised)

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

**DATE:** February 1, 2022

**FROM:**   
Gen Bonzon-Kecnan  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(5)

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)(5)  
2-1-22

RESOLUTION NO. R-123-22

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 1 BETWEEN HORIZON CONTRACTORS, INC. (HCI) AND MIAMI-DADE COUNTY FOR PROJECT TITLED PEOPLE'S TRANSPORTATION PLAN ROADWAY IMPROVEMENTS TO SW 137 AVENUE FROM H.E.F.T. TO US-1 CONTRACT NUMBER 20180064, EXTENDING THE CONTRACT DURATION BY 96 NON-COMPENSABLE CALENDAR DAYS

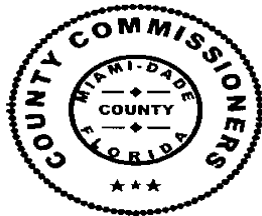
**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**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 Horizon Contractors, Inc. (HCI) and Miami-Dade County for project titled People's Transportation Plan Roadway Improvements to SW 137 Avenue from H.E.F.T. to US-1 Contract Number 20180064, extending the contract duration by 96 non-compensable calendar days.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of February, 2022. 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 black ink, appearing to read "B. Libhaber", is 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: 20180064

DATE: 7/2/2021

PROJECT TITLE: People's Transportation Plan Roadway Improvements to SW 137 Avenue from H.E.F.T. to US-1

TO CONTRACTOR: HORIZON CONTRACTORS INC 8175 W 32 Avenue, #2 Hialeah, Florida 33018

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:**

This Change Order extends the contract duration by 96 non-compensable calendar days.

**Monetary Justification:**

Not applicable. This change order does not increase the contract amount.

**Time Justification:**

This change order increases the contract time by 96 non-compensable calendar days. The lack of timely action by third parties to relocate their utilities resulted in multiple conflicts that negatively impacted the critical path, and prevented the contractor from completing the project stages according to the construction schedule.

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-----                                             | \$7,292,647.42 |
| COST OF CHANGES PREVIOUSLY ORDERED-----                                   | \$0.00         |
| ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----                        | \$7,292,647.42 |
| COST OF CHANGES WITH THIS DOCUMENT-----                                   | \$0.00         |
| ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----                       | \$7,292,647.42 |
| PERCENT INCREASE WITH THIS CHANGE-----                                    | 0%             |
| TOTAL PERCENT INCREASE TO DATE-----                                       | 0%             |
| TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----             | 660 / 0 / 96   |
| CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE----- | 66 / 0 / 0     |
| ADJUSTED DURATION INCLUDING THIS CHANGE-----                              | 822            |

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       |
|-------------------------|---------------------------|------------|------------|
| HORIZON CONTRACTORS INC | Xavier Salvat             | Contractor |            |
| Surety                  | Berkley Insurance Company | Surety     | 10/13/2021 |

Digitally signed by Xavier Salvat  
Date: 2021.10.21 08:41:21 -04'00'

Contractor

Surety

Ramon A. Rodriguez Atty in fact

10/13/2021



| Title                                                          | Name  | Date  |
|----------------------------------------------------------------|-------|-------|
| Approved By: <u>County Attorney</u><br>(for legal sufficiency) | _____ | _____ |
| 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.

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Ramon A. Rodriguez or Fausto Alvarez of Brown & Brown, Inc. of Miami Lakes, Florida** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company 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 Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of March, 2020.



Attest:

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 13th day of

October, 2021

Vincent P. Forte