

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

Memorandum



Date: February 6, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(N)(6)

From: Daniella Levine Cava
Mayor

Resolution No. R-103-24

Subject: Change Order No. 3 for the Bridge Replacement Project at North Miami Avenue over Little River Canal Awarded to Douglas N. Higgins, Inc.

Executive Summary

This item requests that the Board of County Commissioners (Board) approve Change Order No. 3 to Miami-Dade County's (County) contract with Douglas N. Higgins, Inc., authorizing extension of the contract term by 1,062 non-compensable calendar days and adding \$657,952.31 to the contract cost to address unforeseeable field conditions which were exposed upon removal of the existing bridge structure. This time extension is specifically the result of loose material in canal bank under the bridge that differed from what was specified, requiring an unanticipated redesign and re-permitting associated with improvements to the canal bank to prevent erosion.

Change Order No. 1 for 292 non-compensable calendar days was approved by the Board on July 8, 2020, to address additional permit requirements requested by the South Florida Water Management District. Change Order No. 2, approved by the Board on November 20, 2021, added 174 non-compensable calendar days due to a lengthy review period by the United States Army Corp of Engineers. With Change Order No. 3, the total adjusted contract duration is 2,318 calendar days. The contractor has accelerated other activities not within the critical path of the project schedule to mitigate the impact of unforeseen delays and has maintained traffic flow. With the approval of this item, the adjusted contract value is \$3,583,302.31.

Recommendation

Pursuant to Section 2-8.1 of the County Code, it is recommended that the Board approve Change Order No. 3 under *Contract No. 20160165* with Douglas N. Higgins, Inc. for the Bridge Replacement Project at North Miami Avenue over Little River Canal. The Change Order authorizes extension of the contract term by 1,062 non-compensable calendar days and adds \$657,952.31 to the contract. The requested extension is due to a redesign to address unforeseen field conditions exposed upon removal of the existing bridge structure. The redesign required additional permit reviews from the South Florida Water Management District and the US Army Corp of Engineers of the canal bank's slope to ensure proper stabilization. As such, a negotiated amount of \$657,952.31 is included in the Change Order to account for the slope protection redesign, material, and installation costs caused by the unforeseen field conditions.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the original resolution, which includes authority for the County Mayor or County Mayor's designee to execute this Change Order.

Scope

The work includes all design and construction services for the complete replacement of the existing bridge at North Miami Avenue over Little River Canal (Bridge No. 874127), including roadway approaches, geotechnical, survey, permits, and all other design services in accordance with the latest AASHTO, County, and FDOT design standards, necessary to produce the required construction documents, engineering plans,

traffic control and maintenance of traffic plans (including signs, variable message boards, and markings to detour traffic), project permitting, public involvement plan, project coordination, and all the required incidentals for the complete replacement of the existing bridge.

Project Location

The project location is North Miami Avenue over Little River Canal, which is in District 3, represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source

This Change Order includes a negotiated dollar amount of \$657,952.31 for the slope protection redesign, material, and installation costs to resolve unforeseen issues exposed upon removal of the existing bridge structure. This project is being funded by Road Impact Fees, Project No. 3000794, Funding Source CI002 under Capital Budget Program No. 2000000534 - Countywide Bridge Rehabilitation and Improvements - Transportation and Public Works.

Track Record/Monitor

There is one evaluation on record in the Capital Improvement Information System (CIIS) with a rating of 3.0 points out of a total of 4.0 possible points. Leo Salgueiro, DTPW Infrastructure Manager, is responsible for the project's implementation and administration.

Background

Douglas N. Higgins Inc. was awarded a design-build contract for the Bridge Replacement Project at North Miami Avenue over Little River Canal for a total amount of \$2,925,350 (inclusive of a 10 percent contingency and dedicated allowances). A Notice to Proceed was issued on February 26, 2018, with a contract duration of 790 calendar days. The original substantial completion date was scheduled for February 26, 2020, with a scheduled final completion date of April 26, 2020. This time extension for 1,062 non-compensable calendar days under Change Order No. 3 is the result of an unanticipated redesign and re-permitting associated with improvements to the canal bank to prevent erosion.

Change Order No. 1 for 292 non-compensable calendar days was approved by the Board on July 8, 2020 to address additional permit requirements requested by the South Florida Water Management District. Change Order No. 2, approved by the Board on November 20, 2021, added 174 non-compensable calendar days due to a lengthy review period by the United States Army Corp of Engineers. With Change Order No. 3, the total adjusted contract duration is 2,318 calendar days (not inclusive of contingency time). The contractor has accelerated other activities not within the critical path of the project schedule to mitigate the impact of unforeseen delays and has maintained traffic flow.

The project contains an SBE/Architectural & Engineering goal of 6.31 percent and an SBD Construction trade set-aside goal for painting, and a Community Workforce Program (CWP) goal of 10%. Accordingly, Douglas N. Higgins, Inc. shall continue to take all necessary steps towards remaining compliant in achieving the SBE goals as stipulated in the contract documents.

Due Diligence

Pursuant to Resolution No. R-187-12 and in accordance with the SPD's Procurement Guidelines, DTPW staff exercised due diligence to determine contractor responsibility. According to Small Business Development (SBD), there are no violations on record over the last five years from Douglas N. Higgins. Per

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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the Firm History Report provided by SBD, Douglas N. Higgins has not been awarded any additional contracts with the County in the last five years.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: Febraury 6, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(6)

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)(6)
2-6-24

RESOLUTION NO. R-103-24

RESOLUTION APPROVING CHANGE ORDER NO. 3 BETWEEN MIAMI-DADE COUNTY AND DOUGLAS N. HIGGINS, INC. FOR THE BRIDGE REPLACEMENT PROJECT AT NORTH MIAMI AVENUE OVER LITTLE RIVER CANAL (BRIDGE NO. 874127), DTPW CONTRACT NO. 20160165, ISD PROJECT NO. DB16-DTPW-04, INCREASING THE CONTRACT DURATION BY 1,062 NON-COMPENSABLE CALENDAR DAYS FOR A CONTRACT TOTAL TIME OF 2,397 CALENDAR DAYS AND INCREASING THE CONTRACT AMOUNT BY \$657,952.31 FOR A TOTAL CONTRACT AMOUNT OF \$3,583,302.31; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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 incorporates the foregoing recital and approves Change Order No. 3 between Miami-Dade County and Douglas N. Higgins, Inc., for the Bridge Replacement Project at North Miami Avenue over Little River Canal (Bridge No. 874127) DTPW Contract No. 20160165, ISD Project No. DB16-DTPW-04, in the form attached hereto and made a part hereof, to increase the contract duration by 1,062 non-compensable calendar days for a contract total time of 2,397 calendar days, and to increase the contract amount by \$657,952.31 for a total contract amount of \$3,583,302.31.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee to execute Change Order No. 3 and exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of February, 2024. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso

Bond No. 35BCSHN9596

MIAMI-DADE COUNTY, FLORIDA

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 3

CONTRACT NO: 20160165

DATE: 8/24/2023

PROJECT TITLE: Bridge Replacement at N. Miami Avenue over Little River Canal (874127)

TO CONTRACTOR: DOUGLAS N. HIGGINS INC. 5355 McIntosh Rd, Suite E Sarasota, FL 34233

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 No. 3 is to extend the contract duration 1,062 non-compensable calendar days and to add \$657,952.31 for unforeseeable conditions.

Monetary Justification:

This Change Order includes a negotiated dollar amount of \$657,952.31 for the slope protection redesign, material, and installation costs to resolve unforeseen issues exposed upon removal of the bridge structure. This Project is being funded by the Road Impact Fee (RIF), under capital budget project 200000534 - Countywide Bridge Rehabilitation and Improvements - Transportation and Public Works.

Time Justification:

This change order No. 3 This Change Order extends the contract duration by 1,062 non compensable calendar days due to an unanticipated period of redesign to address unforeseen field conditions exposed upon removal of the bridge structure for the slope protection redesign, material, and installation costs. The redesign required additional permit reviews from the South Florida Water M (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.....	\$2,925,350.00
COST OF CHANGES PREVIOUSLY ORDERED.....	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE.....	\$2,925,350.00
COST OF CHANGES WITH THIS DOCUMENT.....	\$657,952.31
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE.....	\$3,583,302.31
PERCENT INCREASE WITH THIS CHANGE.....	22%
TOTAL PERCENT INCREASE TO DATE.....	22%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE.....	790 / 466 / 1062
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE.....	79 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE.....	2397

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.

Organization	Name	Accepted By:	Title	Date
DOUGLAS N. HIGGINS INC.		DANIEL N. HIGGINS	PRESIDENT	9/7/23
Surety	Name	Surety		
Hartford Accident and Indemnity Company	Theresa J Foley, Attorney-in-Fact, FL Resident Agent License No. D085968			09/07/2023

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>	_____	_____

Time Justification: (Continued)

anagement District and the US Army Corp of Engineers regarding the slope of the canal bank to ensure proper stabilization.

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

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

cell: 888-266-3488 or fax: 860-767-5836

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HYLANT GROUP INC/TROY

Agency Code: 35-351588

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Susan E. Hurd, Vicki S. Duncan, Theresa J. Foley, Nicholas R. Hylant, Jennifer A. Jarosz, Jamie Laurencelle, Saraya S. Nair, Kristie A. Pudvan, Judy K. Wilson, Kathy S. Zack of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission #11122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of September 07, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President