

# Memorandum



**Date:** February 6, 2024

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

**From:** Daniella Levine Cava  
Mayor

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

Agenda Item No. 8(O)(4)

Resolution No. R-107-24

**Subject:** Resolution Ratifying Change Order No. 1 to Contract W-947 Related to Section 2-8.2.12 of the Miami-Dade County Code, Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance

## **EXECUTIVE SUMMARY**

The item seeks ratification of the action of the County Mayor or County Mayor's designee approving Change Order No. 1 to Contract W-947 between Miami-Dade County and Acosta Tractors, Inc. (the Contractor) to Furnish and Install 36-Inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and Florida Department of Transportation (FDOT) State Road 916/NW/NE 135 Street Improvements (the Project). The Change Order increases the Contract amount by \$1,158,116.89 and extends the Contract Final Completion date by 584 days.

The Contractor has encountered numerous unanticipated field conditions and changes, including unforeseen utility conflicts requiring extensions of the Maintenance of Traffic (MOT), totaling \$334,176.69, which will be paid through this Change Order. In addition, through this Change Order, the Miami-Dade Water and Sewer Department (WASD) will be replenishing the WASD Contingency Account in the amount of \$773,940.20 and the FDOT Contingency Account in the amount of \$50,000.00 in order to address unforeseen conditions that may arise during construction. Further, this Change Order seeks replenishment of the Time Allowance Contingency in the amount of 94 days.

The Contractor has inserted a reservation of rights to the Change Order, through which it indicates it may seek additional monies for this work in the future. Therefore, it is not releasing the County through this Change Order.

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (the Board) ratify the action of the County Mayor or County Mayor's designee, which approved Change Order No. 1 to Contract W-947. The Change Order increases the Contract amount by \$1,158,116.89 and extends the Project's Final Completion date from June 3, 2022, to January 8, 2024.

## **SCOPE**

As shown on Exhibit A, which provides basic information about Change Order No. 1, the Project is in District 2, which is represented by Commissioner Marleine Bastien.

## **DELEGATED AUTHORITY**

The Contract was awarded pursuant to section 2-8.2.12 of the Miami-Dade County Code related to WASD's Consent Decree and Capital Improvement Program Acceleration Ordinance, which delegates authority to the County Mayor or County Mayor's designee to execute change orders that do not exceed ten percent of the base contract amount, subject to ratification by the Board.

### **FISCAL IMPACT/FUNDING SOURCE**

Funding for the Change Order will be from WATER - PIPES AND INFRASTRUCTURE PROJECTS, OMB number 967190, page number 99 from FY 2023-24 Adopted Budget and Multi-Year Capital Plan. The funding sources are: WASD Revenue Bonds Sold, Future WASD Revenue Bonds and Water Renewal and Replacement Fund.

### **TRACK RECORD/MONITORING**

WASD Deputy Director, Planning Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of Change Order No. 1 to Contract W-947.

### **BACKGROUND**

Contract W-947 was awarded to the Contractor on May 22, 2020. The Project includes a utility installation portion for WASD and a roadway improvements portion for FDOT. The award was approved by the Board on October 6, 2020, via Resolution No. R-1011-20. The total Contract award was \$12,802,729.51. Specifically, the utility portion of the Contract totaled \$8,869,736.21 with a Contingency Allowance of \$773,940.20, and the roadway portion of the Contract totaled \$3,932,993.30 with a Contingency Allowance of \$50,000.00. The Contract duration was 455-calendar days for Final Completion and included a Contingency Time Allowance of 46 days.

The Notice to Proceed was issued January 18, 2021, which established the Contract's Final Completion date as April 18, 2022. During construction, WASD approved 46 calendar days through the Contract's Contingency Time Allowance Account, thereby extending the Contract's Final Completion date to June 3, 2022.

### **Monetary Component**

The Change Order includes additional monies for the Contractor in the amount of \$334,176.69 as a result of various unforeseen field conditions and changes to the Contract, including additional maintenance of traffic (MOT) devices, stand-by equipment costs due to emergency repair projects, a final point of connection design change, additional flushing, and additional discharge source costs.

- **MOT and other costs due to work stoppages during construction** - \$75,156.56: Multiple conflicts halted work during the Project and resulted in an increased duration for the Maintenance of Traffic (MOT). The issues encountered by the Contractor included: substandard substructure of roadway; an alignment issue that resulted in a conflict with an unforeseen Reinforced Concrete Pipe, gas, and street lighting; and contamination.
- **Additional Connection Pipe Fittings (Solid Sleeves) due to Work Stoppages** - \$16,240.15: The Contractor had to furnish and install (2) additional 36-inch sleeves to connect out of sequence work. The connection pipe fittings (solid sleeves) were needed to connect two sections of pipe that were installed independently.
- **Alternate MOT Plan Due to Change in Connection Point** - \$48,326.72: Due to unanticipated field conditions, including the presence of unforeseen existing utilities encountered by the Contractor to perform the 36-inch Water Main (WM) final connection to the existing 48-inch WM as per the original design on the North side of the intersection, an alternate MOT Plan for Traffic Shift at the Intersection of

NE 16th Avenue and NE 135th Street was required to execute this work on the South side of the intersection.

- **Additional Costs for 48-inch Tap at Different Location** - \$81,485.27: The location of the final connection to the existing 48-inch Prestressed Concrete Cylinder Pipe (PCCP) water main was relocated to a new location south of the intersection due to constraints with tapping equipment, utility conflicts, and constructability. The new site is deeper, and dewatering restrictions were imposed by Regulatory and Environmental Resource (RER) for Class V Permit. Materials and equipment required for the performance of the connection could not be obtained until the issues were resolved; thus, significant price increases were realized.
- **Additional Restoration due to Change in Final Point of Connection** - \$66,549.97: Due to design changes in the final point of connection, the south connection length is longer, deeper and more complex than the original north side design on NE 135th Street. Additionally, due to the substandard road conditions at the beginning of the Project, WASD was forced to extend the trench restoration limits to mitigate existing cracks on the roadway, which depleted the bid items for trench restoration. Due to this condition, an additional 1,224.02 square yards (SY) for lime rock base and 1,224.02 SY for asphalt is required.
- **Standby costs for cancelled flushing due to Northwest Wellfield (NWWF) Emergency Repair** - \$46,418.02: Due to an emergency repair (under Contract P20089) on a 96-inch PCCP raw water main at Northwest Wellfield (NWWF) near NW 58th Street and 127th Avenue, WASD Operations requested that WASD Construction Management postpone the Project's flushing operations until the pipe was fixed because the flushing of the 36-inch (WM) would demand a significant amount of flow and could potentially cause low water pressure issues in the County's northern service areas.

At the present time, the current contingency allowance accounts for both the WASD and FDOT portions of the Contract have been exhausted. Construction is still ongoing, and there are likely to be additional unforeseen issues that arise during construction. Through this Change Order, the WASD Contingency Account is being replenished in the amount of \$773,940.20, and the FDOT Contingency Account is being replenished in the amount of \$50,000.00.

The Contractor has inserted a reservation of rights to the Change Order, through which it indicates it may seek additional monies for this work in the future. Therefore, it is not releasing the County through this Change Order.

### **Time Component**

The Project has experienced numerous incidents that impacted the Contract's critical path and resulted in a request for an additional 584-days.

### **Unforeseen utility conflicts:**

- **Drainage Structure Replacement** - 3 non-compensable days: An unforeseen blind junction box (drainage structure) was encountered in the direct path of the 36-inch ductile iron pipe (DIP) water main installation. The Engineer of Record (EOR) confirmed that the junction box was not shown on the FDOT as-built and recommended it be removed and a new manhole north of the proposed 36-inch water main be installed.
- **Interim Time Extension** – 304 non-compensable days: A multitude of delays and disruptions directly impacted the critical path of the Project. Unforeseen conflicts included: poor soil

conditions, deficient substructure, utilities (water, sewer, electrical, gas, AT&T, Crown Castle, drainage, street lighting), contamination, and dewatering restrictions imposed by RER.

**Unanticipated field conditions:**

- Additional Sleeves due to Work Stoppages - 2 non-compensable days: In order to mitigate delays in the construction of the Project, the Contractor furnished and installed two (2) additional 36-inch sleeves to connect out of sequence work.
- Additional exploratory excavations for point of connection - 14 non-compensable days: In order to assist WASD and the EOR with the relocation of the final connection point for the 36-inch water main to the existing 48-inch water main, the Contractor had to perform additional exploratory excavations to determine what was underground in the area. The original proposed location was not constructible as shown in the plans due to insufficient spacing between existing utilities.
- Replacement of 8-inch Transit Pipe on NE 16 Ave - 2 non-compensable days: An 8-inch water main (City of North Miami pipe) was encountered as per the plans; however, the pipe was composed of transite material, and the soil conditions were loose and sandy. As a result, the Contractor was unable to dewater due to RER restrictions, and the Contractor was required to cut the existing pipe and replace it in order to continue installing the water main.

**Alternate flushing and dewatering conditions:**

- Flushing Conditions East of West Dixie Highway - 3 non-compensable days: Additional equipment and materials were required to flush the 36-inch water main out of sequence at multiple locations. This was due to work stoppage beyond the Contractor's control caused by unforeseen utility conflicts and field conditions regarding the contaminated section along NE 135th Street and West Dixie Hwy.
- Special Flushing Conditions - 68 non-compensable days: The drainage system in the area of NE 135th Street and NE 16th Avenue directly discharges to Arch Creek Canal, which caused the Contractor to take additional preventative steps during dewatering and flushing operations to ensure the canal was not impacted.
- Standby time for cancelled flushing due to Hialeah and NWWF Emergency Repairs - 36 non-compensable days: Due to two (2) separate emergency repairs (under Contracts P20089 and P20067), WASD Operations requested WASD Construction Management to postpone the flushing operations until the pipes were fixed because the flushing of the 36-inch water main would demand a significant amount of flow and could potentially cause low water pressure issues in the northern part of the County.
- Clean and Close Circuit Televising (CCTV) of the 36-inch Water Main - 3 non-compensable days: The Contractor was asked to flush the water main to a closed drainage system but at a slower rate than usual to avoid spillage into another drainage system, prohibited by RER, that leads to the Arch Creek Canal. To make the flushing more effective, the Contractor was instructed to temporarily halt the operation and use a high-pressure pump to jet and clear any localized sediment in the pipe. This was done to assist and accelerate the slow rate flushing process.
- Dewatering Permit Delay for Sewage Force Main Tapping – 149 non compensable days: The final connection point of the proposed 36-inch water main and existing 48-inch water main was revised due to the presence of unforeseen existing utilities. Due to the depth of the connection and its complexity, a revision to the dewatering permit was required. Upon considering the depth of the excavation, the elevation of the groundwater, and the risks to nearby environmentally sensitive bodies of water, a decision was made by the Department,

EOR, Contractor, and City of North Miami to discharge the dewatering effluent to the existing drainage system at NE 16th Avenue and to the City of North Miami sanitary sewer system. This plan required the preparation of a complex dewatering plan that was prepared by the Contractor and submitted to RER for approval. The preparation and approval of this plan took several months.

The time extensions identified above total 584 days and were individually evaluated and found to be non-current and justifiable.

As the Contingency Time Allowance account has been exhausted and construction is currently ongoing, full replenishment of the Contingency Time Allowance account (94 days) is being approved through this Change Order.

**SMALL BUSINESS ENTERPRISE MEASURES**

On November 7, 2023, the Internal Services Department's Small Business Development (SBD) Division reviewed Contract W-947 for compliance with Resolution No. R-1001-15. The Project does not have a Small Business Enterprise measure and, therefore, Resolution No. R-1001-15 does not apply. See the SBD memorandum, attached hereto as Exhibit B.

A copy of Change Order No. 1 to Contract W-947 is attached hereto as Exhibit C.

Attachments

A handwritten signature in blue ink, appearing to read 'Jimmy Morales', is written over a horizontal line.

Jimmy Morales  
Chief Operations Officer

# Exhibit A

## Ratification of Amendments/Change Orders Authorized by the WASD Accelerate Ordinance

| No.    | Type of Solicit.                          | Contract No. | Project Name                                                                                       | Firm Awarded          | Comm. District                | Change Order                      |      | Original Contract                                                                  |                                                                                        | Funding Source(s)                                                    | Est. Start Date                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Contract Measures | Brief Project Description |
|--------|-------------------------------------------|--------------|----------------------------------------------------------------------------------------------------|-----------------------|-------------------------------|-----------------------------------|------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------|
|        | Contract Type                             | Project No.  |                                                                                                    |                       |                               | Amount                            | Time | Amount                                                                             | Adjusted Contract Amount                                                               |                                                                      | Est. End Date                                                         | Change Order Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |                           |
| MDC006 | County Bid Process; Construction Contract |              | Furnish and Install 36-Inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue | Acosta Tractors, Inc. | District 2 (Marleine Bastien) | \$1,158,116.89; 584 Calendar Days |      | Original Contract Amount \$12,802,729.51; Adjusted Contract Amount \$13,960,846.40 | WASD Revenue Bonds Sold; Future WASD Revenue Bonds; Water Renewal and Replacement Fund | Notice to Proceed Start Date: 01/18/2021 Completion Date: 01/08/2024 | SBE G/S - N/A<br>SBE A/E - N/A<br>SBE Const. - N/A<br>CWP Prog. - N/A | This project consists of roadway improvements along State Road (SR) 916, which extends from NW 6 Avenue to SR 5/Biscayne Boulevard (the "FDOT" Portion), and installation of 13,210 linear feet (LF) of 36-inch Ductile Iron Pipe (DIP) water main and 1,300 LF of High-Density Polyethylene (HDPE) via Horizontal Directional Drilling (HDD) along the vicinity of NW 135 Street from NW 7 Avenue to NE 16 Avenue, including the Biscayne Canal crossing (the "Utility Portion"). This Change Order increases the Contract amount by \$1,158,116.89 and extends the Contract Final Completion date by 584 days. |                   |                           |

# Memorandum



**Date:** November 7, 2023

**To:** Roy Coley, Director  
Miami-Dade Water and Sewer Department

**From:** Gary T. Hartfield, Director  
Office of Small Business Development 

**Subject:** Project No. W-947, Furnish and Install 36-inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements

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As part of the Change Order approval process, Project No. W-947, Furnish and Install 36-inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements was submitted to the Office of Small Business Development (SBD) for review for compliance with Resolution R-1001-15. Change Order No. 1 increases the contract value and extends the contract completion date. This project does not have a Small Business Enterprise measure, as such R-1001-15 does not apply.

Please contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153 if you need additional information.

c: Marisela Aranguiz, Deputy Director, WASD  
Juan Curiel, Assistant Director, Utility Construction, WASD  
Margaret Moss, Chief, Small Business Initiatives, WASD  
Edith Brown, Chief, Contract Compliance Division, WASD  
Patty Palomo, Chief, Intergovernmental Affairs, WASD  
Alice Hidalgo-Gato, SBD Section Chief

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



CHANGE ORDER NO: 1 CONTRACT NO: W-947 DATE: 10/30/2023  
PROJECT TITLE: Furnish and Install 36-Inch DIP Water Main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and FDOT State Road 916/NW/NE 135 Street Improvements  
TO CONTRACTOR: Acosta Tractors Inc 11986 NW 97 Avenue Hialeah Gardens, FL 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:** Change Order No. 1 increases the Contract amount by \$1,158,116.89 and extends the Contract duration by 584 days. The Contractor has encountered various unanticipated field conditions and changes as outlined in the justification below, which total \$334,176.69. In addition, through this Change Order, WASD is requesting the replenishment of both the utility installation (\$773,940.20) and roadway improvements (\$50,000). (Continued below)

**Monetary Justification:** Contract W-947 was awarded to Acosta Tractors, Inc. (the "Contractor") on May 22, 2020 to furnish and install a 36-Inch ductile iron pipe (DIP) water main along NW/NE 135 Street from NW 7 Avenue to NE 16 Avenue and Florida Department of Transportation (FDOT) State Road 916/NW/NE 135 Street (the "Project"). The Project includes a utility installation portion for Miami-Dade Water and (Continued below)

**Time Justification:** The Notice to Proceed was issued on January 18, 2021, which established the Contract's Final Completion Date as April 18, 2022. During construction, WASD approved a 46-calendar day extension through the Contract's Contingency Time Allowance, which further modified the Contract's Final Completion Date to June 3, 2022.

The Project has experienced numerous incidents that impact (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.....                                             | \$12,802,729.51 |
| COST OF CHANGES PREVIOUSLY ORDERED.....                                   | \$0.00          |
| ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE.....                        | \$12,802,729.51 |
| COST OF CHANGES WITH THIS DOCUMENT.....                                   | \$1,158,116.89  |
| ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE.....                       | \$13,960,846.40 |
| PERCENT INCREASE WITH THIS CHANGE.....                                    | 9%              |
| TOTAL PERCENT INCREASE TO DATE.....                                       | 9%              |
| TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE.....             | 455 / 0 / 584   |
| CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE..... | 46 / 0 / 94     |
| ADJUSTED DURATION INCLUDING THIS CHANGE.....                              | 1179            |

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                                 | Title      | Date             |
|-----------------------------------|--------------------------------------|------------|------------------|
| Acosta Tractors Inc               |                                      | Contractor | 12/01/23         |
| Surety: Berkley Insurance Company | Charles J. Nielson, Attorney-In-Fact | Surety     | December 1, 2023 |

| Title                                                                                               | Name                   | Date     |
|-----------------------------------------------------------------------------------------------------|------------------------|----------|
| Approved By: County Attorney<br>(for legal sufficiency)                                             | Sarah Frances Davis    | 12/12/23 |
| Approved By: County Mayor                                                                           | Ray G. Valverde        | 12/14/23 |
| Attested By: Clerk of the Board<br>Juan Fernandez-Barquin,<br>Clerk of the Court and<br>Comptroller | Olga Valverde - e18183 | 12-14-23 |

Description of work authorized: (Continued)



.00) Contingency Allowances to address any additional unforeseen conditions that may arise during construction. WASD is also requesting replenishment of the Contingency Time Allowance in the amount of 94- calendar days.

#### Time Justification: (Continued)

d the Contract's critical path and resulted in a request for an additional 584-days.  
Unforeseen Utility Conflicts

- Drainage Structure Replacement – 3 non-compensable days: An unforeseen blind junction box (drainage structure) was encountered in the direct path of the 36-inch DIP water main installation. The EOR confirmed that the junction box was not shown on the FDOT as-built and recommended it be removed and a new manhole North of the proposed 36-inch water main be installed.
- Interim Time Extension – 304 non-compensable days: A multitude of delays and disruptions directly impacted the critical path of the Project. Unforeseen conflicts included water, sewer, electrical, gas, AT&T, Crown Castle, drainage, and street lighting.
- Additional Connection Pipe Fittings – 2 non-compensable days: The Project was impacted by several utility conflicts that required modifications to approved plans and permits due to the pipe's size. The use of the additional fittings allowed the Contractor to cap the installed pipe and continue with installation further along the corridor while a resolution as to how to mitigate the conflict(s) was reached.
- Additional exploratory excavations for point of connection – 14 non-compensable days: The original proposed location was not constructible as shown in the plans due to insufficient spacing between existing utilities that prevented access for the machinery and equipment needed to perform the connection; therefore, in determining where to relocate the connection point, the Contractor had to perform additional exploratory excavations.

#### Unanticipated Field Conditions:

- Replacement of 8-inch Transite Pipe Replacement – 2 non-compensable days. An 8-inch transite water main, owned by the City of North Miami, was encountered as per the plans. However, soil conditions in the area were found unsuitable for the installation of the proposed 36-inch water main in the immediate vicinity. To mitigate a disruption of service to the residents of North Miami, the Contractor and WASD coordinated an unanticipated replacement of the existing transite pipe.
- Alternate Flushing and Dewatering Conditions:
  - Additional Flushing Equipment – 3 non-compensable days: Additional equipment and materials were required to flush the 36-inch water main out of sequence at multiple locations. This was due to work stoppage beyond the Contractor's control caused by unforeseen utility conflicts and field conditions regarding the contamination along NE 135th Street and West Dixie Hwy.
  - Special Flushing Conditions – 71 non-compensable days: It was discovered that the drainage system in the area of NE 135th Street and NE 16th Avenue directly discharges to Arch Creek Canal. This caused Miami-Dade Regulatory and Economic Resources – Division of Environmental Resources Management (RER-DERM) to impose additional restrictions on the dewatering permit, which resulted in the Contractor taking additional time to establish operational procedures to use specialized cleaning, jetting, and televising equipment. This would ensure no dewatering and flushing effluent impacted the Canal.
  - Stand-by Time for NWWF Emergency Repair – 36 non-compensable days: Due to two (2) separate emergency repairs (under Contracts P20089 & P20067), WASD requested the Contractor postpone the Project's flushing operations until the pipes were fixed.
  - Dewatering Permit Delay – 149 non-compensable days: The final connection point of the proposed 36-inch water main and the existing 48-inch water main were revised due to the presence of unforeseen existing utilities. Due to the depth of the connection and its complexity, a revision of the dewatering permit was required. Upon considering the depth of the excavation, the elevation of the groundwater, and the risks to nearby environmentally sensitive bodies of water, a decision was made by WASD, EOR, Contractor, and City of North Miami to discharge the dewatering effluent into a nearby sanitary sewer system. This change required the preparation of a complex dewatering plan that was prepared by the Contractor and submitted to RER for approval. The preparation and approval of this plan took several months. The time extensions identified above total 584 days and were individually evaluated and found to be justifiable.

Because the Contingency Time Allowance account has been exhausted and construction is currently ongoing, full replenishment of the Contingency Time Allowance (94 days) is being requested through this Change Order.

Although the Contractor classified the delays presented above as Compensable Delays in accordance with Section 8(C)(1)(c) of the Contract's General Terms and Conditions, WASD has recommended that at this time the delay be classified as a non-compensable, excusable delay. The additional 678 calendar days will, therefore, be granted as a non-compensable time extension through the approval of this Change Order; however, the Contractor has reserved its rights to pursue its claims for additional liquidated indirect costs related to the delays for this 678-day extension at the completion of the Project.

#### Monetary Justification: (Continued)

Sewer Department (WASD) and a roadway improvements portion for FDOT.

The award was approved by the Board of County Commissioners (the "Board") on October 6, 2020 via Resolution No. R-1011-20. The utility portion of the award totaled \$8,869,736.21, with a Contingency Allowance of \$773,940.20. The roadway portion of the award totaled \$3,932,993.30, with a Contingency Allowance of \$50,000.00. The Contract duration was 455-calendar days for Final Completion with a Contingency Time Allowance of 46 days.

Change Order No. 1 increases the Contract amount by \$1,158,116.89 and extends the Contract duration by 584 days. The Contractor has encountered various unanticipated field conditions and changes as outlined in the justification below, which total \$334,176.69. In addition, through this Change Order, WASD is requesting the replenishment of both the utility installation (\$773,940.20) and roadway improvements (\$50,000.00) Contingency Allowances to address any additional unforeseen conditions that may arise during construction. WASD is also requesting replenishment of the Contingency Time Allowance in the amount of 94- calendar days.

This Change Order includes a monetary request comprised of five (5) items totaling \$334,176.69, which are further described below. This request also includes a replenishment of the utility installation and roadway improvements Contingency Allowances because construction is still ongoing.

#### 1. Maintenance of Traffic (MOT): \$75,156.56

Multiple unforeseen utility conflicts and unanticipated changes in field conditions halted the Project's progress, which caused increased durations in the implementation of MOT devices, labor, and equipment. Unanticipated field conditions and unforeseen utility conflicts included substandard roadway substructure, soil contamination, and the presence of gas pipes, street lighting, and a large reinforced concrete pipe that were not depicted in the design plans.

#### 2. Additional Connection Pipe Fittings: \$16,240.15

The Project was impacted by several utility conflicts that required modifications to approved plans and permits due to the pipe's size. The use of additional fittings allowed the Contractor to cap the installed pipe and continue installation further along the corridor while a resolution as to how to mitigate the conflict(s) was reached.

#### 3. Alternate Connection Point: \$196,361.96 (\$48,326.72 + \$81,485.27 + \$66,549.97)

While performing exploratory excavations to confirm the location of the final connection point, the Contractor identified utility conflicts that prohibited its ability

to connect to the existing 48-inch Prestressed Concrete Cylinder Pipe (PCCP) water main that was identified in the Contract documents. Due to the space clearances required to safely operate the equipment, these existing utility conflicts required an alternate connection point. WASD, the Engineer of Record (EOR), and the Contractor agreed to relocate the connection point to the southern portion of the NE 135th Street and NE 16th Avenue intersection, within the several driving lanes of NE 16th Avenue. The new location offered the clearance required to operate the machinery; however, the new connection point was at a substantially deeper elevation, which required additional excavation. In addition, the alternative connection point also required a more complex rerouting of traffic maintenance in order to safely accommodate the shift in traffic patterns. The two additional efforts resulted in an additional cost of \$48,326.72. Additionally, the connection (tapping) at the existing 48-inch pipe requires the pipe to be fully exposed. The additional depth at the alternative connection point location necessitated dewatering to remove the additional volume of groundwater, which would not have been required for the original shallower connection point location. To mitigate the dewatering activities, the Contractor revised its Class V Dewatering Permit, including additional restrictions to prevent migration of groundwater to the Little Arch Creek surface water. This change, therefore, resulted in the need for additional dewatering equipment, including an increased number of pumps and sedimentation tanks, which cost an additional \$81,485.27. Lastly, the larger and deeper excavation for the alternative connection point increased the size of the restoration limits. The substandard conditions noted throughout the pipe's corridor were also present in this area. Therefore, as part of the restoration, the Contractor will have to utilize additional square yards of limerock and asphalt. Based on the size of the trench, the Contractor will have to furnish and place an additional 1,225 square yards of limerock and asphalt, which will result in a cost increase of \$66,549.97.

**4. Stand-by Costs for Northwest Wellfield (NWWF) Emergency Repair: \$46,418.02**

Due to an emergency repair (under Contract P20089) on a 96-inch PCCP raw water main at the Northwest Well Field, near NW 58 Street and 127th Avenue, WASD postponed the Project's flushing activities until the emergency project was complete. This precaution was taken because the flushing activities of the Project demanded a significant amount of flow and could potentially cause low water pressure in the County's northern service areas while the raw water supply main was being repaired.

**5. Replenishment of Contingency Allowances: \$823,940.20**

The current Contingency Allowances for both the utility installation and the roadway improvements portions of the Project have been exhausted. Construction is still ongoing, and there may be additional issues that arise during construction. Therefore, WASD is requesting full replenishment of both the utility installation (\$773,940.20) and roadway improvements (\$50,000.00) Contingency Allowances.

**Conclusion:**

Change Order No. 1 to the Contract increases the Contract amount by \$1,158,116.89, which includes the replenishment of both the utility installation (\$773,940.20) and roadway improvements (\$50,000.00) Contingency Allowances to address any additional unforeseen conditions that may arise during construction. It also grants a 584-day time extension, which extends the Project's Final Completion Date from June 3, 2022 to January 8, 2024. It also provides a full replenishment of the Contingency Time Allowance (94 days).

This Change Order is revocable if not ratified by the Board of County Commissioners. In the event the Board of County Commissioners does not ratify this Change Order, the Contractor is not entitled to lost profits or other consequential or indirect damages, however, the Contractor is eligible for payment for any work done prior to failure of ratification.

**Time Justification Declaration:**

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

**POWER OF ATTORNEY  
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: *Charles J. Nielson; Charles D. Nielson; Joseph P. Nielson; or Jarrett Merlucci of Acrisure, LLC dba Nielson, Hoover & Company of Miami Lakes, FL* 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 **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, 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 25th 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 )

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 25th 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 1st day of December, 2021.

Vincent P. Forte

December 11, 2023

Jose A. Gonzalez  
Contract Compliance  
Miami Dade Water and Sewer  
3575 S LeJeune Road  
Miami, FL 33146

RE: W-947 36" DI Water Main Along 135<sup>th</sup> Street  
RESERVATION OF RIGHTS  
Change Order to Original Contract – Change Order No: 1

Dear Mr. Gonzalez:

Acosta Tractors, Inc. (ATI) is submitting the signed Change Order to Original Contract – Change Order No: 1 (Change Order) with no alteration to the document, as required by Miami Dade County Water and Sewer (WASD) in order to receive payment of the work included herein. As WASD is aware, this project has been plagued with continuous unexpected/unforeseen conditions, at no fault of ATI, that have obliterated our project schedule, and continues to do so. For this reason, completion of this project has been an ongoing moving target that is constantly changing and subject to continual change with each unforeseen condition and obstacle that arises.

By virtue of this Change Order, WASD is processing payment to ATI for change order work that has already been or is in the process of being performed while we continue to work through the ongoing impacts associated with this project. We agree that the monies accounted for herein are undisputedly due to ATI, but we do not agree these figures consider the entire ongoing impacts, nor all recoverable costs and additional expenses associated with the impacts to this project. Accordingly, since agreement on the total amount due to ATI for the impacts addressed in this Change Order has not been reached, the release language in this Change Order does not apply. Thereby, such waiver and release language shall not be used by the County to claim or argue that ATI has waived or released any claim or right to seek recovery of additional time and compensation resulting from delays or impacts to ATI's work, even if such delays or impacts occurred in the period during which ATI performed the additional work that is the subject(s) of this Change Order, or prior thereto.

ATI hereby reserves all rights and remedies under the contract and applicable law to seek recovery of all time and compensation for any and all delay and cost impacts to its work and does not release the County, its representatives and agents nor waives or relinquishes all claims, disputes or causes of action it has or may have against the County, its representatives and agents arising out of or in connection with this Change Order.

Sincerely,



Frank P. Acosta, P.E.  
Vice President  
fpacosta@acostattractors.com

Cc: Miguel Pichardo, WASD Construction Manager III  
Marcel Osorio, WASD Construction Manager  
Juan Curiel, WASD Asst. Director Utility Construction  
Marisela Aranguiz-Cueto, WASD Deputy Director CI&R

**Mission:**

To protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.



**Ron DeSantis**  
Governor

**Joseph A. Ladapo, MD, PhD**  
State Surgeon General

**Vision:** To be the Healthiest State in the Nation

December 5, 2023

**NOTICE OF ACCEPTANCE OF COMPLETION OF CONSTRUCTION  
DISTRIBUTION SYSTEM EXTENSION**

**Permittee:****MDWASD**

Attn: Marisela Aranguiz, P.E.

3071 SW 38 Ave

Miami, FL 33146

[marisela.aranguiz@miamidade.com](mailto:marisela.aranguiz@miamidade.com)Permit Number: **354844-1206-DSGP**Date Issued: **December 5, 2023**Expiration Date: **December 4, 2028**Project Name: **PCTS 12427 ER No.****W016926 (354844-209-DSGP)**WATER SUPPLIER: **MDWASD**PWS ID: **4130871**RER-DERM: **2018-00065**

**RE: Along 135 Street from NW 7 Avenue to NE 16 Avenue, Miami Dade County**

Dear Ms. Aranguiz-Cueto:

This acknowledges receipt of certification that the subject water main distribution system extension has been constructed, tested, and disinfected in accordance with the plans and related materials permitted by this agency, and is now ready for operation.

Based on your engineer's certification of construction completion [62-555.900(9)], satisfactory bacteriological results and the pressure & leakage test report for the above-referenced project, the Department is hereby releasing the project for service to the full extent of the permitted plans.

If you have any questions, please contact Mariela Batista of this office at 305-623-3621.

Sincerely,

Samir Elmir, PE, PhD, BCEE

Florida Department of Health

in Miami-Dade County

Division of Environmental Health and Engineering

CC: Enrique Cuellar, RER-DERM, [WE-Rev@miamidade.gov](mailto:WE-Rev@miamidade.gov)Francisco Martinez, P.E., MDWASD, [francisco.martinez2@miamidade.gov](mailto:francisco.martinez2@miamidade.gov)Anelio Alfonso, P.E., A & P Consulting Transportation Engineers, Inc., [aalfonso@chasolutions.com](mailto:aalfonso@chasolutions.com)

eBuilder

**Florida Department of Health**  
Division of Environmental Health and Engineering  
Miami-Dade County  
1725 NW 167<sup>th</sup> Street, Miami, FL 33056  
PHONE: 305/623-3500 • FAX 305/623-3502  
[FloridaHealth.gov](http://FloridaHealth.gov)



**Accredited Health Department**  
Public Health Accreditation Board

MDC013



## MEMORANDUM

(Revised)

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

**DATE:** February 6, 2024

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

**SUBJECT:** Agenda Item No. 8(O)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ 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(O)(4)  
2-6-24

RESOLUTION NO.                      R-107-24

RESOLUTION RATIFYING ACTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY APPROVING CHANGE ORDER NO. 1 TO CONTRACT W-947, FURNISH AND INSTALL 36-INCH DIP WATER MAIN ALONG NW/NE 135 STREET FROM NW 7 AVENUE TO NE 16 AVENUE AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STATE ROAD 916/NW/NE 135 STREET IMPROVEMENTS, BETWEEN MIAMI-DADE COUNTY AND ACOSTA TRACTORS, INC. WHICH CHANGE ORDER INCREASES THE CONTRACT AMOUNT BY \$1,158,116.89 AND EXTENDS THE CONTRACT'S FINAL COMPLETION DATE BY 584 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 ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, specifically, approval of Change Order No. 1 to Contract W-947--Furnish and Install 36-Inch DIP Water Main along NE/NE 135 Street from NW 7 Avenue to NE 16 Avenue and Florida Department of Transportation (FDOT) State Road 916/NW/NE 135 Street Improvements-- between Miami-Dade County and Acosta Tractors, Inc., which Change Order No. 1 increases the Contract amount by \$1,158,116.89 and extends the Contract's Final Completion

date by 584 days. A copy of Change Order No. 1 is attached to the accompanying memorandum as Exhibit C. The original contract documents are kept on file with, and are available upon request from, the Intergovernmental Affairs Division of the Miami-Dade Water and Sewer Department.

The foregoing resolution was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** 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     | aye |
| 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 the resolution duly passed and adopted this 6<sup>th</sup> 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.

SED

Sarah E. Davis