

Memorandum



Date: September 17, 2024

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

Agenda Item No. 14(A)(4)

From: Daniella Levine Cava
Mayor

Resolution No. R-825-24

Subject: Change Order No. 1 for the Rickenbacker Causeway Hobie Island North Side Shoreline
Roadway Protection Project, *DTPW Contract No. 422003-18-010*

Executive Summary

The Department of Transportation and Public Works (DTPW) is requesting approval of the Board of County Commissioners (Board) of Change Order No. 1 in the amount of \$1,000,000 plus a 60-calendar day non-compensable time extension to the contract with Magnum Construction Management, LLC (Magnum) for roadway protection and shoreline improvements for Rickenbacker Causeway.

The Change Order is due to: (1) the discovery of a previously unidentified buried seawall which had to be partially removed to accommodate the project design; (2) storm damage within the project limits which occurred to existing pavers and roadway; (3) additional beach sand and rubble rip-rap to repair washout which occurred due to multiple heavy rain and wind events; (4) a modification to the plans to include two layers of turbidity barrier and extra turbidity barrier to protect the marine environment and seagrass from material discharge during construction; (5) installation of pedestrian signal and crosswalk with rapid flashing beacons as an added safety measure; (6) and other minor construction related issues typical on a project of this size and scale which were unforeseen in the original design.

Recommendation

It is recommended that the Board approve Change Order No. 1 for *DTPW Contract No. 422003-18-01* between Magnum and the County, increasing the contract amount by \$1,000,000 and extending the contract duration by 60 non-compensable calendar days.

PROJECT NAME: Rickenbacker Causeway – Hobie Island North Side Shoreline and Roadway Protection

PROJECT NO: 422003-18-010

CONTRACT NO: 422003-18-010

CONTRACT

DESCRIPTION: Work for this project includes, but is not limited to, furnishing all labor supervision, materials, equipment, tools and performing all operations necessary to construct shoreline stabilization, beach re-nourishment, new seawalls, a new stormwater management system, new pavement for parking and parkways, new paved bike lanes and trails, new paver walkways, guardrails, and new extensive landscapes in the upland area. It also includes the removal of invasive vegetation, clearing and grubbing, removal of an

existing retaining wall and concrete berm on the south side of Hobie Island along the Rickenbacker Causeway frontage road.

CONTRACT

DURATION: The total contract duration is 515 calendar days with a contingency time of 60 days; this is the adjusted duration with this Change Order.

Delegation of 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.

PTP FUNDING: No

GOB FUNDING: No

FUNDING SOURCES

SOURCES	PROJECT NO.	FUND CODE	AMOUNT
Causeway Toll Revenue	CTP000003000002	ER003	\$11,756,791.06
FDOT Funding	CTP000003000002	S1044	\$2,000,000
Total Funding:			\$13,756,791.06

Fiscal Impact/Funding Source

The fiscal impact for the Change Order is \$1,000,000. This Change Order increases the total contract amount from \$12,756,791.06 to \$13,756,791.06. The additional cost will be covered by Causeway Toll Revenues.

Track Record/Monitor

Mr. Lin Li, DTPW Construction Manager 3, is responsible for monitoring this project. There are a total of two interim evaluations on record in the Capital Improvement Information System for Magnum with an average rating of 3.8 points out of a total of 4.0 possible points. This project is partially funded by the Florida Department of Transportation (FDOT) Local Agency Program (LAP). The Project is approximately 71% completed with payments to the contractor of \$9,098,088.02 as of September 2024.

Background

The Rickenbacker Causeway consists of approximately 2.4 miles of roadway built on dredged fill with a toll facility at the western terminus, with approximately 1.2 miles of bridge structures (West Bridge, the William Powell Bridge, and the Bear Cut Bridge). It has been operated as a toll road since its original opening in 1947 and is currently a one-way tolling facility.

The project was approved by the Board on March 7, 2023 pursuant to Resolution No. R-239-23 for a value of \$12,149,324.82 and term of 455 days plus a 60-day contingency period. Change Order No. 1 for \$1,000,000 is due to the various owner requested items and quantity overrun described above. The 60-calendar day extension is due to delays of unforeseen conditions on-site, essentially restoring the contract's contingency time. The adjusted duration under this Change Order is 575 days, with an expected substantial completion of December 2024. The adjusted contract amount is \$13,756,791.06.

Honorable Chairman Oliver G. Gilbert, III and
Members, Board of County Commissioners
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Jimmy Morales
Chief Operating Officer

Memorandum

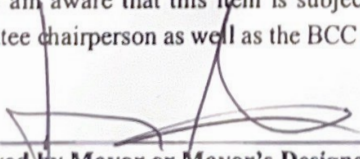


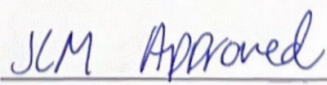
Date: September 4, 2024
To: Eugene Love, Agenda Coordinator
From: Eulois Cleckley, Director 
Department of Transportation and Public Works
Subject: Request to Process Late Departmental Agenda Item

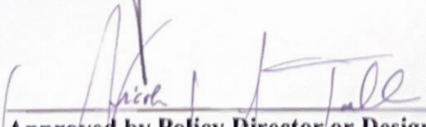
I am requesting that Change Order No. 1 for the project titled "Rickenbacker Causeway – North Side Shoreline and Roadway Protection" (DTPW Contract No. 422003-18-010) be added to the September Committee Cycle of the Board of County Commissioners' calendar of meetings. Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is critical that it be heard during September Committee Cycle for the reasons set forth below. It is also important to note that District 7 has requested a September Committee placement.

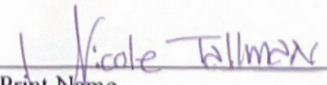
The Change Order is for additional time of 60 non-compensable days and expenditure authority of \$1,000,000 to facilitate contract closeout prior to the contract's expiration date of October 26, 2024. The additional amount and time are required due to: (1) the finding of a previously unidentified buried seawall which had to be partially removed to accommodate the project design; (2) storm damaged within the project limits which occurred to existing pavers and roadway; (3) additional beach sand and rubble rip-rap to repair washout which occurred due to multiple heavy rain and wind events which occurred during the construction; (4) a modification to the plans to include two layers of turbidity barrier and additional turbidity barrier to protect the marine environment and seagrass from material discharge during construction; (5) added pedestrian signal and crosswalk with rapid flashing beacons as an added safety measure; and (6) other minor construction related issues typical on a project of this size and scale which were unforeseen in the original design.

The Change Order restores the project's contingency time which was utilized due to the unforeseen on-site work and promotes timely substantial completion of December 24, 2024 while avoiding contractor claims and interest payments which may arise if the Change Order is not approved prior to the contract's October 26th expiration. Therefore, please process the item notwithstanding that the 3-Day Rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.


Approved by Mayor or Mayor's Designee


Print Name


Approved by Policy Director or Designee


Print Name

cc: Geri Bonzon-Keenan, County Attorneys
CAOagenda@miamidade.gov



MEMORANDUM (Revised)

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

DATE: September 17, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(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 ____, majority plus one ____, 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) ____, 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. 14(A)(4)
9-17-24

RESOLUTION NO. _____ R-825-24

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 1 BETWEEN MAGNUM CONSTRUCTION MANAGEMENT, LLC AND MIAMI-DADE COUNTY FOR THE PROJECT TITLED RICKENBACKER CAUSEWAY – NORTH SIDE SHORELINE AND ROADWAY PROTECTION, CONTRACT NUMBER 422003-18-010, INCREASING THE CONTRACT AMOUNT BY \$1,000,000.00, RESULTING IN A TOTAL CONTRACT AMOUNT OF \$13,756,791.06 AND TO EXTEND THE CONTRACT DURATION BY 60 NON-COMPENSABLE CALENDAR DAYS. IN ACCORDANCE WITH SECTION 2-8.3 OF THE MIAMI-DADE COUNTY CODE

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 Miami-Dade County (County) Mayor or County Mayor's designee to execute Change Order No. 1 between Magnum Construction Management, LLC and the County for the project titled Rickenbacker Causeway – North Side Shoreline and Roadway Protection, Contract Number 422003-18-010, in substantially the form attached hereto and made a part hereof, increasing the contract amount by \$1,000,000.00, resulting in a total contract amount of \$13,756,791.06 and extending the contract duration by 60 non-compensable calendar days.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, 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	absent		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	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 17th day of September, 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.

Bruce Libhaber

MIAMI-DADE COUNTY, FLORIDA

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1 CONTRACT NO: 422003-18-010 DATE: 6/27/2024
 PROJECT TITLE: Rickenbacker Causeway - Hobie Island North Side Shoreline Roadway Protection
 TO CONTRACTOR: Magnum Construction Management, LLC dba MCM 6201 SW 70th St, 1st Floor, 6201 SW 70th St, 1st Floor, Miami, FL 33143

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This change order No. 1 is to request Board of County Commissioners (Board) approval a change order in the amount of \$1,000,000 and to extend the contract duration time extension 60 non-compensable calendar days.
Monetary Justification: The \$1,000,000 increase is due to various owner requested items and quantity overrun.
Time Justification: The 60-day extension is due to delays of unforeseen conditions on site.

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.

The additional amount and time is required due to the finding of a previously unidentified buried seawall which had to be partially removed to accommodate the project design, storm damaged within the project limits which occurred to existing pavers and roadway, additional beach sand and rubble rip-rap to repair washout which occurred due to multiple heavy rain/wind events.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$12,756,791.06
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$12,756,791.06
COST OF CHANGES WITH THIS DOCUMENT-----	\$1,000,000.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$13,756,791.06
PERCENT INCREASE WITH THIS CHANGE-----	8%
TOTAL PERCENT INCREASE TO DATE-----	8%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	455 / 0 / 60
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	60 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	575

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
Magnum Construction Management, LLC dba MCM			Contractor	8/2/24
Euler Hermes North America Insurance Company			Surety	8/14/24
	William G. Griffin, Attorney In Fact			

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 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.

EULER HERMES NORTH AMERICA INSURANCE COMPANY
800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this
Power of Attorney is not more than: 3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME
William G. Griffin
Michael Marino
Krystal L. Stravato

ADDRESS
900 S. Pine Island Road
Suite 210
Plantation, FL 33324

LIMIT OF POWER
Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of November, 20 22.




James Daly, President and CEO-The Americas


Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of November, 20 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.




Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of August, 20 24.




Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas