

MEMORANDUM

Agenda Item No. 14(A)(2)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 1, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the
County Mayor to execute Change
Order No. 3 between Lead
Engineering Contractors, LLC
and Miami-Dade County for
Underline Phase II, Contract No.
CIP178-DTPW18-CT2, to
extend the contract duration by
222 non-compensable calendar
days

Resolution No. R-688-25

The accompanying resolution was prepared by the Department of Transportation and Public Works and placed on the agenda at the request of Prime Sponsor Government Efficiency & Transparency Ad Hoc Committee.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 1, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Change Order No. 3 for Design-Build Services Phase 2 The Underline, *Project No. CIP178*; *Contract No. CIP178-DTPW18-CT2*, to Lead Engineering Contractors, LLC

Executive Summary:

The purpose of this item is to seek approval from the Board of County Commissioners (Board) to increase the contract duration for Phase 2 of The Underline design-build contract, *Project No. CIP178* (the Project), with Lead Engineering Contractors, LLC (Lead Engineering), by 222 non-compensable calendar days. This extension will increase the total contract duration from 1,056 days (inclusive of 96 contingency days) to 1,278 days. This Change Order mitigates unforeseen circumstances and challenges beyond the contractor's control, including temporary site inaccessibility caused by a concurrent FPL project, associated increased traffic congestion, difficulty in transporting equipment and supplies, and shortages of construction materials and labor that continue to impact the industry stemming from the COVID-19 pandemic.

The Underline Phase 2 project transforms approximately 2.14 miles beneath and alongside the Metrorail into a vibrant, safe, and accessible linear park and mobility corridor. This phase includes separate off-street bicycle and pedestrian paths, enhanced landscaping, lighting, street furniture, signage, and pavement markings—creating a multimodal space that encourages active transportation and community connectivity. Phase 2 is 100% complete and open to the public. Once completed, The Underline will span 10 miles, offering a continuous, sustainable corridor that promotes healthier lifestyles, improves access to transit, and enhances the urban environment for Miami-Dade County residents and visitors alike.

Recommendation

This item requests Board approval for Change Order No. 3 for Phase 2 of The Underline design-build contract with Lead Engineering, *Contract No. CIP178-DTPW18-CT2*. This Change Order is a non-compensable time extension of 222 days due to unexpected project delays beyond Lead Engineering's control, bringing the total project duration 1,278 calendar days.

Delegated Authority

In accordance with Section 2-8.3 of the 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 project spans Commission Districts 5 and 7 represented by Commissioners Eileen Higgins and Raquel Regalado, respectively.

Fiscal Impact/Funding Source

There is no fiscal impact associated with Change Order No. 3 which was funded through *Program No. 2000000133*. The total contract amount remains the same at \$18,192,874.34.

Track Record/Monitor

Lead Engineering has an interim evaluation rate of 2.8 out of 4 in the Capital Improvements Information System. George L. Maldonado, Department of Transportation and Public Works (DTPW) Construction Manager 2, is responsible for the project's implementation and administration.

Background

The Project consists of design-build services for Phase 2 of the Underline for approximately 2.14 miles of improvements running within or parallel to the County's Metrorail right-of-way and includes separate paved off-street bicycle and pedestrian paths, landscaping, lighting, street furniture, wayfinding signage, and pavement markings. Services include, but are not limited to: civil design; landscaping design; electrical design; surveys; geotechnical; permitting; signage; public meetings; coordination of design with utility companies, the County, and the City of Miami; archeological monitoring; environmental investigation remediation, and reporting; construction; compliance with grants and submittal requirements for the Florida Department of Transportation; and any ancillary tasks necessary to build the project and comply with the NEPA Category 1 exclusion requirements. The Underline project, once all phases are completed, will be a 10-mile linear mobility corridor below the Metrorail.

This item would extend the Project's duration to address multiple unforeseen challenges that have caused delays. The primary factors impacting the Project's critical path include coordination with the concurrent FPL project in the same corridor and the effects of COVID-19 on construction, such as limited availability of materials, labor shortages, and inclement weather.

The contractor encountered unforeseen circumstances and challenges beyond its control. These challenges included coordination with the concurrent FPL project and the impact of COVID-19 on construction. The presence of another contractor affected site accessibility, leading to restricted access to certain areas, increased traffic congestion, and logistical difficulties in moving equipment and supplies. Additionally, there were issues with the availability of construction materials, labor shortages, and inclement weather. As a result of these impacts, further detailed below, the Department of Transportation and Public Works is granting 222 calendar days of non-compensable time.

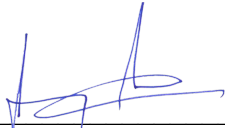
1. Florida Power and Light (FPL) is installing a new power distribution line within the project boundaries. At the time of the bid, the contractor was aware of this third party's concurrent work and planned accordingly to mitigate the impact on their work schedules. However, FPL experienced delays in their work progress which impacted Lead

Engineering's performance requiring Lead Engineering to work out of sequence. The contractor performed a time analysis on the FPL impacts and concluded on a final completion date of November 1, 2023. The effects of FPL work in the same boundaries warrant a non-compensable time extension of 110 days calendar days.

2. COVID-19 has had significant impacts on construction projects globally. The contractor faced challenges, such as material shortages, workforce availability, and supply chain issues. The effects of COVID-19 warrant a non-compensable time extension of 96 calendar days.
3. The contractor also experienced 16 days of weather delays due to inclement weather including Hurricanes Ian and Nicole. The effects of inclement weather warrant a non-compensable time extension of 16 calendar days.

Due Diligence

Pursuant to Resolution No. R-187-12 and in accordance with the Internal Services Department's Procurement Guidelines, DTPW staff exercised due diligence to determine contractor responsibility for Lead Engineering. According to Small Business Development (SBD), there have been no violations on record for the last three years for Lead Engineering. According to the Firm History Report, as provided by SBD, within the last three years, Lead Engineering has not held any contracts with Miami-Dade County.



Jimmy Morales
Chief Operating Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 1, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

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)(2)
7-1-25

RESOLUTION NO. _____ R-688-25

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 3 BETWEEN LEAD ENGINEERING CONTRACTORS, LLC AND MIAMI-DADE COUNTY FOR UNDERLINE PHASE II, CONTRACT NO. CIP178-DTPW18-CT2, TO EXTEND THE CONTRACT DURATION BY 222 NON-COMPENSABLE CALENDAR DAYS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or County Mayor's designee to execute Change Order No. 3 between Lead Engineering Contractors, LLC and Miami-Dade County for Underline Phase II, *Contract No. CIP178-DTPW18-CT2*, to extend the contract duration by 222 non-compensable calendar days.

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

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of July, 2025. 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.

A handwritten signature in black ink, appearing to read "B. Libhaber", is written over a horizontal line.

Bruce Libhaber

MIAMI-DADE COUNTY, FLORIDA

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 3

CONTRACT NO: CIP178-DTPW18-CT2

DATE: 9/10/2024

PROJECT TITLE: Design-Build Services -- Phase 2 - The Underline

TO CONTRACTOR: LEAD ENGINEERING CONTRACTORS, LLC 5757 Blue Lagoon Drive, Suite 240 Miami, FL 33126

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:

The purpose of this item is to gain approval from the Board of County Commissioners (Board) to increase the contract duration by 222 non-compensable calendar days. This change order will seek to mitigate unforeseen circumstances and unexpected challenges beyond LEAD's and its subcontractor's control. These impact include coordination with FPL's project in the same corridor, and COVID-19 impact on construction including. (Continued below)

Monetary Justification:

This Change Order does not have a monetary impact.

Time Justification:

The contractor encountered unforeseen circumstances and unexpected challenges beyond the control of LEAD and its subcontractors. These challenges included coordination with the concurrent FPL project and the impact of COVID-19 on construction. The presence of another contractor affected site accessibility, leading to restricted access to certain areas, increased traffic congestion, (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.

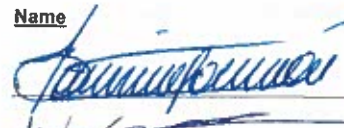
SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$16,184,835.60
COST OF CHANGES PREVIOUSLY ORDERED-----	\$2,008,038.74
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$18,192,874.34
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$18,192,874.34
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	12%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	960 / 0 / 222
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	96 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1278

CERTIFYING STATEMENT:

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

Accepted By:

Organization	Name	Title	Date
LEAD ENGINEERING CONTRACTORS, LLC		Contractor	09/19/24
Berkshire Hathaway Specialty Insurance Company		Surety	9/20/2024
Surety	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>	_____	_____

Description of work authorized: (Continued)

Time Justification: (Continued)

and logistical difficulties in moving equipment and supplies. Additionally, there were issues with the availability of construction materials, labor shortages, and inclement weather. As a result of these impacts, detailed below, the Department of Transportation and Public Works is granting 222 calendar days of non-

MDC008



Berkshire Hathaway
Specialty Insurance

47-SUR-300057-01-0016

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: William G. Griffin, 2121 SW 3rd Avenue 6th Floor, of the city of Miami, State of Florida, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

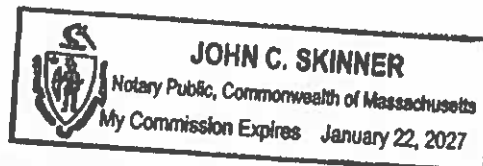


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this September 20, 2024



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.