

Memorandum



Date: April 8, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(L)(3)

From: Carlos A. Gimenez
Mayor

Subject: Change Order No. 1 for the Design-Build Services for the Project Entitled Rehabilitation of Bridges No. 874541 and 874544 on the Rickenbacker Causeway (Project No: DB13-PWWM-01 ER; Contract No: 20120152), to Kiewit Infrastructure South Co.

Recommendation

The attached Change Order No. 1, for a contract between Kiewit Infrastructure South Co. (Kiewit), and Miami-Dade County has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval. This Change Order increases the contract amount by \$1,950,000.00, and increases the contract duration by 112 calendar days. Through this Change Order, the total contract amount increases to \$32,950,000.00, which remains approximately 16 percent less than the second lowest proposer's proffered lump sum price of \$39,123,456.00. Additionally, this increase amounts to approximately 8.38% of the original contract base amount, which is below the typical 10% contingency allowance included in most construction contracts to address unforeseen conditions and/or additional work.

CHANGE ORDER NO: 1

Scope

PROJECT NAME: Design-Build Services for the Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway

PROJECT NO: DB13-PWWM-01 ER

CONTRACT NO: 20120152

PROJECT DESCRIPTION: A. General

1. The scope of work for this Project includes the design, construction, and independent construction engineering and inspection services required to rehabilitate Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway and the replacement of the existing 12-inch water main attached to the Bear Cut and West Bridges with a new 16-inch I.D. HDPE water main pipeline under the bay bottom installed by the Horizontal Directional Drill method, pursuant to the requirements of the Request for Design-Build Services solicitation documents (Volumes I and II) including all applicable addenda and the Contract Documents.
2. The work for Bridge No. 874541 (West Bridge) includes the removal of the existing northern 52'-3" of superstructure (all of the superstructure north of the centerline of the northernmost pre-stressed concrete beam and inclusive

of the deck, barriers and all steel beams) and constructing a new 52'-3" precast/prestressed concrete superstructure. The existing bridge width, number of lanes, configuration of lanes, and horizontal and vertical geometry shall be maintained.

3. The work for Bridge No. 874544 (Bear Cut Bridge) includes the removal and replacement of the northern 53'-9" of superstructure (all of the superstructure north of the centerline of the northernmost prestressed concrete beam and inclusive of the deck, barriers and all steel beams) and reconstructing a new section of precast/prestressed concrete superstructure. Additionally, the overall superstructure at Bear Cut Bridge shall be widened by at least 20'-0" in order to provide dedicated and independent paths for pedestrians and bicycles on each side of the Bear Cut Bridge. New substructure components required to support this additional width shall use prestressed concrete piles and reinforced concrete caps. Other substructure and foundation types will not be allowed.
4. At both bridges, superstructure elements to be removed/replaced include the barriers, railings, deck, steel beams, diaphragms, bearings and any other elements attached thereto such as lights, pipes, utilities, etc. Work shall include making concrete repairs to the existing substructure elements at both bridges and approach roadway work at both locations.
5. The new superstructures at both bridges shall be of precast/prestressed concrete and shall be of the depth necessary to maintain the existing bridge deck profile and allow for re-use of the existing substructure, including the reinforced concrete piles, columns and caps. The total weight of the new superstructure shall be equal or less than the removed portion to utilize the existing substructure. Other superstructure types or statical systems, such as continuous slabs will not be allowed.
6. The Project also includes design, construction, and independent construction engineering and inspection services of all required roadway and drainage improvements, signage and pavement markings, bridge/roadway lighting, structural components of all utility services, and the coordination for the protection and necessary shoring of all existing utilities currently attached to the bridges such as AT&T, Comcast and any others. All utilities shall be protected and maintained in service throughout the duration of the contract. A complete, functional, satisfactory and certified bridge and road construction project shall be provided.

Project quality assurance and control must be provided by a Florida Department of Transportation (FDOT) qualified Construction Engineering and Inspection firm not involved with the design portion of the Project. In addition to ensuring that the Contractor Quality Control requirements of the Contract Specifications are met, the construction engineering inspector must perform daily inspections and prepare and submit to the County daily reports during the Construction phase of the Project. The construction engineering inspection is also required to provide a final certification that the Work was done in accordance with all of the pertinent Codes, Plans,

Specifications and all other Contract requirements of the Project. This certification is in addition to the final certification that must be provided by the design-builder.

B. Water Main Replacement

1. The design-builder shall design, permit, furnish and install a new 16" I.D. HDPE water main pipeline, make connections at each end, pressure test, disinfect, and place the new facility into service. Once placed into service, the design-builder will remove the existing 12-inch water main attached to both bridges and abandon in place (cut and plug at connections) the pipe on the bridge approach. The existing 12-inch water mains shall not be disconnected and removed until the new water main is in service. The design-builder shall completely remove and legally dispose of all existing pipe, hangers and appurtenances.
2. All work shall be done to the satisfaction of the Miami-Dade Water and Sewer Department (WASD) and in accordance with WASD standards and requirements. The design, scheduling and construction of the pipeline shall also be acceptable to PWWM and other agencies having jurisdiction over the work.

PROJECT LOCATION: Rickenbacker Causeway, West Bridge (No. 874541) and Bear Cut Bridge (No. 874544)

PRIMARY COMMISSION DISTRICT: District 7 Xavier L. Suarez

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Water and Sewer Department and Public Works and Waste Management Department

MANAGING DEPARTMENT: Public Works and Waste Management Department

Fiscal Impact / Funding Source

FUNDING SOURCES: Water Renewal, and Future Financing backed by Causeway Toll Revenues

CAPITAL BUDGET: 605260 – RICKENBACKER WEST BRIDGE/BEAR CUT RECONSTRUCTION Book Page: 64; Funding Year: Adopted Capital Budget Book for FY 2013-14.
9653311- WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS Book Page: 135; Funding Year: Adopted Capital Budget Book for FY 2013-14.

CHANGE ORDER FUNDING SOURCE: 605260 – RICKENBACKER WEST BRIDGE/BEAR CUT RECONSTRUCTION Book Page: 64; Funding Year: Adopted Capital Budget Book for FY 2013-14.

**PTP
FUNDING:** No

**GOB
FUNDING:** No

**ARRA
FUNDING:** No

**CHANGE ORDER
DESCRIPTION:** This Change Order increases the contract amount by \$1,950,000.00, and increases the contract duration by 112 calendar days.

**MONETARY
JUSTIFICATION:** This Change Order increases the contract amount by \$1,950,000.00 to fund unforeseen conditions and additional work requested by the County, as well as to restore the contract's contingency to address any future unforeseen condition(s).

- A total of \$656,100.00 to fund additional work requested by the County from Kiewit to produce a report analyzing the existing Bear Cut Bridge pilings. This total amount includes compensable delays paid to the contractor equal to \$170,500.00.
- A total of \$858,389.25 to fund the abatement of asbestos found on both the Bear Cut and West Bridges during demolition activities. This total amount includes compensable delays paid to the contractor equal to \$387,500.00.
- A total of \$323,910.75 to fund a County request to accelerate the construction of the 14 foot wide dedicated pedestrian/bicycle lane on the north side of the Bear Cut Bridge prior to the Sony Open Tennis Tournament. This request impacts the project's critical path by modifying the contractor's phasing of the work.
- A total of \$111,600.00 to fund compensable delays to the contractor on account of a County request that the contractor limit construction operations during the Sony Open Tennis Tournament.

In addition to the above, the following work is subject to final negotiations with the contractor. Potential costs associated with this work will be paid for from the contract's contingency allowance account. Should the contract's contingency not be sufficient for this work, a second and final change order will be presented to the BCC.

- Additional work on account of unforeseen conflicts with existing buried piles discovered during the driving of new piles at each of the Bear Cut Bridge's abutments.
- Lighting, and associated components, on the Bear Cut Bridge not originally contemplated in the contract.
- Additional work to shift the temporary barrier wall on the Bear Cut Bridge's eastbound lanes in order to increase their width and provide enhanced safety to the travelling public.
- Additional work to repair concrete spalling not identified until demolition activities were completed.

**TIME
 JUSTIFICATION:**

This Change Order increases the contract duration by 112 calendar days. This extension will address delays caused by County requested work as well as unforeseen issues which have impacted the project's schedule. Notwithstanding this Change Order, work on the West Bridge shall be substantially complete on March 14, 2014.

- A total of 16 calendar days, of which 11 are compensable, for additional work requested by the County from Kiewit to produce a report analyzing the existing Bear Cut Bridge pilings.
- A total of 25 compensable calendar days to address the abatement of asbestos found on both the Bear Cut and West Bridges.
- A total of 53 calendar days for the County requested change to the project's phasing to allow for the accelerated construction of the 14 foot wide dedicated pedestrian/bicycle lane on the north side of the Bear Cut Bridge prior to the Sony Open Tennis Tournament.
- A total 12 calendar days, of which nine (9) are compensable, for the County's request that the contractor limit construction operations during the Sony Open Tennis Tournament.
- Six (6) non-compensable calendar days on account of weather conditions which restricted the ability of the Contractor to work on the site.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$30,446,000.00	\$ 0.00	\$1,950,000.00	\$32,396,000.00	\$17,904,935.17	\$14,491,064.83
CONTINGENCY:	\$554,000.00	\$0.00	\$0.00	\$554,000.00	\$0.00	\$554,000.00
DEDICATED:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS:	<u>\$31,000,000.00</u>	<u>\$0.00</u>	<u>\$1,950,000.00</u>	<u>\$32,950,000.00</u>	<u>\$17,904,935.17</u>	<u>\$15,045,064.83</u>

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	360	0	112	472
CONTINGENCY:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL DURATION:	360	0	112	472

INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested Change	\$1,091,610.75	81
Unforeseen Conditions	\$858,389.25	31
Total	\$1,950,000.00	112

Track Record / Monitor

PERFORMANCE RECORD: PWWM has reviewed the Capital Improvements Information (CIIS) database for the contractor's performance and found that it reflects two (2) awarded contracts and four (4) contractor performance evaluations with an overall performance rating of satisfactory performance (3.8), out of a possible superior performance (4.0) rating.

PRIME CONTRACTOR: Kiewit Infrastructure South Co.

COMPANY PRINCIPAL: Scott Cassels, Benjamin J. Carnazzo, and Ricardo Cummings

COMPANY QUALIFIERS: Jeffrey Brown

COMPANY EMAIL ADDRESS: Frank.DiGlio@kiewit.com

COMPANY STREET ADDRESS: 13680 NW 5 Street, Suite 130

COMPANY CITY-STATE-ZIP: Sunrise, Florida 33325

YEARS IN BUSINESS AT TIME OF AWARD: 44 years

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD: According to the Firm History Report as provided by Small Business Development Division, the contractor has been awarded two (2) contracts totaling \$32,748,788.70.

SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE): Hardesty & Hanover, LLC; Calvin, Giordano & Associates, Inc.; Hazen and Sawyer, P.C.; Tierra South Florida, Inc.; Eisman & Russo, Inc.; Marlin Engineering, Inc.; Metro Equipment Service, Inc.; Macdriller, Inc.

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ACHIEVED</u>
	CSBE	Trade Set-Aside	0.13 Percent
	CWP	Not Applicable	

CONTRACT MANAGER NAME / PHONE / EMAIL: Frank Aira (305) 375-2930 airaf@miamidade.gov

PROJECT MANAGER

NAME / PHONE /

Luis Baldo

(305) 282-0281

baldo@miamidade.gov

EMAIL:

BACKGROUND:

The Contract Award to Kiewit Infrastructure South Co. (Kiewit) for the Design-Build services for the Project entitled Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway, was approved by the BCC on April 16, 2013 through Resolution R-288-13.

The contract's Notice to Proceed was issued on May 1, 2013, and the contract duration was 360 calendar days. The original expiration date was April 26, 2014, with substantial completion expected by February 25, 2014. This Change Order extends the contract time by 112 calendar days, bringing the date for substantial completion to June 17, 2014, and the final expiration date to August 16, 2014.

As referenced in my Memo to the BCC dated February 12, 2014, the project's schedule and budget have been affected by unforeseen conditions and additional work requested by the County. PWWM staff has worked diligently with the contractor to minimize impacts caused by the unforeseen conditions where feasible. Additionally, the County requested changes to the project's phasing and schedule in an effort to improve pedestrian and bicycle safety, and minimize adverse traffic conditions during the upcoming Sony Open Tennis Tournament. All of our efforts have been coordinated with affected stakeholders, including the Village of Key Biscayne and organizers of the Sony Open Tennis Tournament. All modifications to the maintenance of traffic, project updates, and general project information remain available to the public by visiting <http://www.bearcutbridge.com>.

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page No. 8

DEPARTMENT BUDGET: *Aracelis Acosta*
PWWM BUDGET OFFICER

3/4/14
DATE

INDEX CODE: PW300241CSWY.RKCSWY.RCWBRE.99110

BUDGET APPROVAL
FUNDS AVAILABLE: *gl*
OMB DIRECTOR

3/4/14
DATE

APPROVED AS TO
LEGAL SUFFICIENCY: *Hy. B. S.*
COUNTY ATTORNEY

2/28/14
DATE

AM
DEPUTY MAYOR

3/4/14
DATE

CLERK _____
DATE



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 8, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

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
- 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 _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(L)(3)
4-8-14

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR A CONTRACT BETWEEN MIAMI-DADE COUNTY AND KIEWIT INFRASTRUCTURE SOUTH CO., FOR A PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT PROJECT ENTITLED REHABILITATION OF BRIDGES NO. 874541 AND 874544 ON THE RICKENBACKER CAUSEWAY (PROJECT NO: DB13-PWWM-01 ER; CONTRACT NO: 20120152), INCREASING THE CONTRACT AMOUNT BY \$1,950,000.00 AND THE CONTRACT DURATION BY 112 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 approves Change Order No. 1 for a Contract between Miami-Dade County and Kiewit Infrastructure South Co., for a Public Works and Waste Management Department project entitled Rehabilitation of Bridges No. 874541 and 874544 on the Rickenbacker Causeway (Project No: DB13-PWWM-01 ER; Contract No: 20120152), increasing the contract amount by \$1,950,000.00 and the contract duration by 112 calendar days.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez

MIAMI-DADE COUNTY, FLORIDA
PUBLIC WORKS AND WASTE MANAGEMENT
CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1 CONTRACT NO: 20120152 DATE: 1/30/2014
 PROJECT TITLE: Design-Build Services for Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway
 TO CONTRACTOR: KIEWIT INFRASTRUCTURE SOUTH CO 13680 NW 5 Street, Suite 130 Sunrise, Florida 33325

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 increases the contract amount by \$1,950,000.00, and increases the contract duration by 112 calendar days.

Monetary Justification: This Change Order increases the contract amount by \$1,950,000.00 to fund unforeseen conditions and additional work requested by the County, as well as to restore the contract's contingency to address any future unforeseen condition(s).

- A total of \$656,100.00 to fund additional work requested by the County from Kiewit to produce a report analyzing the existing Bear Cut Bridge pilings. (Continued below)

Time Justification: This Change Order increases the contract duration by 112 calendar days. This extension will address delays caused by County requested work as well as unforeseen issues which have impacted the project's schedule. Notwithstanding this Change Order, work on the West Bridge shall be substantially complete on March 14, 2014.

- A total of 16 calendar days, of which 11 are compensable (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. (see footnote this page)

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$31,000,000.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$31,000,000.00
COST OF CHANGES WITH THIS DOCUMENT-----	\$1,950,000.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$32,950,000.00
PERCENT INCREASE WITH THIS CHANGE-----	6%
TOTAL PERCENT INCREASE TO DATE-----	6%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	360 / 0 / 112
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	0 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	472

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
KIEWIT INFRASTRUCTURE SOUTH CO	<i>[Signature]</i>	SR. VP Contractor	3/3/14
Surety	<i>[Signature]</i> PHILIP G. Dehn	Surety non-resident agent, Attorney-in-fact	(PD) 3/5/14

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)	<i>[Signature]</i>	3/10/14
Approved By: County Mayor	_____	_____
Attested By: Clerk of the Board	_____	_____

Applies to the work described in this Change Order and does not include any other claims that may arise as a result of additional unrelated work.

Time Justification: (Continued)

- , for additional work requested by the County from Kiewit to produce a report analyzing the existing Bear Cut Bridge pilings.
- A total of 25 compensable calendar days to address the abatement of asbestos found on both the Bear Cut and West Bridges.
 - A total of 53 calendar days for the County requested change to the project's phasing to allow for the accelerated construction of the 14 foot wide dedicated pedestrian/bicycle lane on the north side of the Bear Cut Bridge prior to the Sony Open Tennis Tournament.
 - A total 12 calendar days, of which nine (9) are compensable, for the County's request that the contractor limit construction operations during the Sony Open Tennis Tournament.
 - Six (6) non-compensable calendar days on account of weather conditions which restricted the ability of the Contractor to work on the site.

Monetary Justification: (Continued)

This total amount includes compensable delays paid to the contractor equal to \$170,500.00.

- A total of \$858,389.25 to fund the abatement of asbestos found on both the Bear Cut and West Bridges during demolition activities. This total amount includes compensable delays paid to the contractor equal to \$387,500.00.
- A total of \$323,910.75 to fund a County request to accelerate the construction of the 14 foot wide dedicated pedestrian/bicycle lane on the north side of the Bear Cut Bridge prior to the Sony Open Tennis Tournament. This request impacts the project's critical path by modifying the contractor's phasing of the work.
- A total of \$111,600.00 to fund compensable delays to the contractor on account of a County request that the contractor limit construction operations during the Sony Open Tennis Tournament.

In addition to the above, the following work is subject to final negotiations with the contractor. Any potential costs associated with this work will be paid for from the contract's contingency allowance account.

- Additional work on account of unforeseen conflicts with existing buried piles discovered during the driving of new piles at each of the Bear Cut Bridge's abutments.
- Lighting, and associated components, on the Bear Cut Bridge not originally contemplated in the contract.

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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225764

Certificate No. 005252857

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip G. Dehn, Terry K. Bartel, Tammy Pike, Paul A. Foss, Lisa Buller, Marie Huggins, and Traci Sutton

of the City of Omaha, State of Nebraska, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of October, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 31st day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2014


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Memorandum



Date: February 26, 2014

To: Alina Hudak, Deputy Mayor
Public Works and Waste Management Department
Public Infrastructure and Services

From: Gary T. Hartfield, Division Director
Small Business Development
Internal Services Department

A handwritten signature in black ink, appearing to read "Gary T. Hartfield". The signature is written in a cursive style and is positioned to the right of the "From:" field.

Subject: Project No. DB13-PWWM-01 ER, Design/Build for Rickenbacker Bridges

The subject project was reviewed by Small Business Development (SBD), for compliance with the Community Small Business Enterprise (CSBE) Trade Set-Aside Measure. To date, the CSBE firm meeting the goal has been paid \$33,984.92 or 0.25% of the dollars paid to the prime. The prime is in compliance with the CSBE Trade Set-Aside Measure. The prime contractor and its subcontractors are in compliance with the applicable wage requirements.

Please do not hesitate to contact Veronica Clark, Assistant to the Director at 305-375-4770 if you need additional information.

c: Alejandro Martinez-Esteve, PTP Coordinator, PWWM
Lester Sola, Director, ISD
Veronica Clark, Assistant to Director, SBD, ISD

FY 2013 - 14 Adopted Budget and Multi-Year Capital Plan

CAUSEWAY TOLL SYSTEM UPGRADE

PROJECT #: 605220

DESCRIPTION: Replace the existing electronic toll collection system with SunPass to achieve interoperability with the State of Florida's toll system
 LOCATION: Rickenbacker and Venetian Cwys District Located: 3, 4, 5, 7
 City of Miami District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Causeway Toll Revenue	113	792	0	0	0	0	0	0	905
Capital Asset Series 2010 Bonds	1,587	1,191	0	0	0	0	0	0	2,778
Sunshine State Series 2008 Interest	17	0	0	0	0	0	0	0	17
TOTAL REVENUES:	1,717	1,983	0	0	0	0	0	0	3,700
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Furniture, Fixtures and Equipment	1,717	1,983	0	0	0	0	0	0	3,700
TOTAL EXPENDITURES:	1,717	1,983	0	0	0	0	0	0	3,700

Estimated Annual Operating Impact will begin in FY 2014-15 in the amount of \$660,000

RICKENBACKER WEST BRIDGE/BEAR CUT REHABILITATION

PROJECT #: 605260

DESCRIPTION: Replace existing bridge decks and add a pedestrian walkway at Bear Cut Bridge and repair West Bridge substructure
 LOCATION: Rickenbacker Causeway District Located: 7
 City of Miami District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Future Financing	29,628	0	0	0	0	0	0	0	29,628
TOTAL REVENUES:	29,628	0	0	0	0	0	0	0	29,628
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	9,896	19,732	0	0	0	0	0	0	29,628
TOTAL EXPENDITURES:	9,896	19,732	0	0	0	0	0	0	29,628

CAUSEWAY ENTRYWAY GANTRY

PROJECT #: 605560

DESCRIPTION: Open road toll system will require removal of existing toll booths and will be replaced with an overhead gantry system
 LOCATION: Rickenbacker Cswy District Located: 7
 City of Miami District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Causeway Toll Revenue	0	0	0	300	1,000	0	0	0	1,300
TOTAL REVENUES:	0	0	0	300	1,000	0	0	0	1,300
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	0	0	0	50	0	0	0	0	50
Construction	0	0	0	250	1,000	0	0	0	1,250
TOTAL EXPENDITURES:	0	0	0	300	1,000	0	0	0	1,300

FY 2013 - 14 Adopted Budget and Multi-Year Capital Plan

WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION

PROJECT #: 9653261

DESCRIPTION: Renovate and replace wastewater treatment plant facilities and structures within plant sites
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	14,760	12,601	6,000	7,000	7,000	7,000	7,000	0	61,361
Future WASD Revenue Bonds	0	0	4,289	4,288	4,289	4,289	5,434	0	22,589
WASD 2013 Revenue Bond	3,680	0	0	0	0	0	0	0	3,680
WASD Revenue Bonds Sold	637	0	0	0	0	0	0	0	637
WASD Future Funding	0	0	0	0	0	0	0	5,165	5,165
TOTAL REVENUES:	19,077	12,601	10,289	11,288	11,289	11,289	12,434	5,165	93,432
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	2,067	3,048	1,693	1,831	1,831	1,831	2,017	838	15,156
Construction	10,678	15,741	8,741	9,457	9,458	9,457	10,417	4,327	78,276
TOTAL EXPENDITURES:	12,745	18,789	10,434	11,288	11,289	11,288	12,434	5,165	93,432

SANITARY SEWER SYSTEM EXTENSION

PROJECT #: 9653281

DESCRIPTION: Extend sewer system lines to include the existing sanitary sewer needs assessment
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	17,954	100	0	0	0	0	0	0	18,054
Future WASD Revenue Bonds	0	0	1,835	2,113	2,113	2,113	4,113	392,038	404,325
WASD 2013 Revenue Bond	4,818	0	0	0	0	0	0	0	4,818
WASD Revenue Bonds Sold	2,447	0	0	0	0	0	0	0	2,447
TOTAL REVENUES:	25,219	100	1,835	2,113	2,113	2,113	4,113	392,038	429,644
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	2,199	530	198	228	228	228	443	42,261	46,315
Construction	18,202	4,388	1,637	1,885	1,885	1,886	3,669	349,777	383,329
TOTAL EXPENDITURES:	20,401	4,918	1,835	2,113	2,113	2,114	4,112	392,038	429,644

WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS

PROJECT #: 9653311

DESCRIPTION: Install various water mains throughout the distribution system
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Water Renewal and Replacement Fund	36,938	9,183	2,000	2,000	2,000	2,000	2,000	1,475,000	1,531,121
Future WASD Revenue Bonds	0	0	14,786	39,550	21,990	27,521	24,426	47,199	175,472
WASD 2013 Revenue Bond	39,480	0	0	0	0	0	0	0	39,480
WASD Revenue Bonds Sold	10,731	0	0	0	0	0	0	0	10,731
TOTAL REVENUES:	87,149	9,183	16,786	41,550	23,990	29,521	26,426	1,522,199	1,756,804
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	6,062	3,304	5,487	5,456	3,150	3,876	3,470	199,865	230,670
Construction	40,108	21,859	36,298	36,094	20,840	25,645	22,956	1,322,334	1,526,134
TOTAL EXPENDITURES:	46,170	25,163	41,785	41,550	23,990	29,521	26,426	1,522,199	1,756,804



MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

From: 11/06/2008 To: 11/06/2013

PRIMES

FIRM NAME: KIEWIT INFRASTRUCTURE SOUTH, CO.
 14680 SW 8th St
 Miami, FL 33184-0000

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* 20070776	1	PW	NO MEASURE	01/22/2009	\$4,748,788.70
VENETIAN BRIDGE REHABILITATION CONTRACT (SIC 16)					
					<u>\$4,748,788.70</u>
DB13-PWWM-01 ER (BUILD)	1	PW	TRADE SET ASIDE CSBE	04/16/2013	\$28,000,000.00
DESIGN-BUILD SERVICES FOR RICKENBACKER BRIDGES					
					<u>\$28,000,000.00</u>
Total Award Amount					\$32,748,788.70
Total Change Orders Approved by BCC					\$0.00
					<u>\$32,748,788.70</u>

* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Wednesday, November 6, 2013

Find Contracts With Search String ==> Projects

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**INTERNAL SERVICE DEPARTMENT
CAPITAL IMPROVEMENTS INFORMATION SYSTEM**

Wednesday, November 06, 2013

**All Contracts for FEIN 1
HARPER PARTNERS, INC.**

<u>DST</u>	<u>DPT</u>	<u>Type</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Award Date</u>	<u>% Complete / Status *</u>
30	PW	CON	20070776	Venetian Bridges Rehabilitation Contract	Kiewit Southern Co.	5/13/2011	\$6,695,637	4/29/2011	91% / On Schedule
0	PW	7360	20080041	TAMIAMI SWING BRIDGE EMERGENCY	Kiewit Southern Co.	3/1/2009	\$803,950	8/5/2011	100% / Complete
Totals:						2	\$7,499,587		

* Yellow Status=Inactive Contract

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EXIT



Capital Improvements Information System

Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
PW	<u>20070776</u>	CON	KIEWIT INFRASTRUCTURE SOUTH CO	5/11/2010	Carlos Cedeno	Interim	<u>3.7</u>
PW	<u>20070776</u>	CON	KIEWIT INFRASTRUCTURE SOUTH CO	3/31/2011	Carlos Cedeno	Interim	<u>3.3</u>
PW	<u>20080041</u>	7360	KIEWIT INFRASTRUCTURE SOUTH CO	12/22/2008	Carlos Cedeno	Interim	<u>4.0</u>
PW	<u>20080041</u>	7360	KIEWIT INFRASTRUCTURE SOUTH CO	3/9/2009	Carlos Cedeno	Completion of construction	<u>4.0</u>

Evaluation Count: 4 Contractors: 1 Average Evaluation: 3.8

EXIT