

# Memorandum



**Date:** December 16, 2025

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

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Supplemental Agreement No. 2 to Design-Build Services Agreement with NV2A Central Joint Venture for the Underline Phase Three, Segments Three to Nine under *Project No. DB21-DTPW-01 (Contract No. CIP235-DTPW20-DB)*

Agenda Item No. 14(A)(7)

## Executive Summary

This item seeks approval from the Board of County Commissioners (Board) to authorize additional expenditure authority of \$7,948,760 and 90 compensable calendar days under the design-build services contract with NV2A Central Joint Venture (NV2A) for the Underline Phase Three, Segments Three to Nine. The supplemental agreement incorporates scope modifications identified during the design phase and through coordination with the community, key stakeholders, municipalities, and elected officials. These adjustments are necessary to maintain consistency with Phases 1 and 2, enhance long-term functionality and ensure the project delivers the expected community and mobility benefits. Through this item, an increase to the contract's ceiling is authorized; no new County resources are being utilized.

The scope changes include enhanced public amenities (upgraded recreation areas, plazas and community spaces), integration of Wi-Fi infrastructure across the full corridor, additional safety and visibility features (streetlighting and wayfinding), and design adjustments to preserve existing tree canopy. Approval of this supplemental agreement will ensure that these improvements are constructed concurrently with the base contract scope, minimizing disruptions and eliminating the need for future construction closures.

Of the total request, \$5,737,619 will be supported by previously secured external funding sources, including State of Florida grants totaling \$4,777,979 for the installation of public amenities and Wi-Fi approved via Resolution Nos. R-258-23, R-847-23 and R-788-24, as well as American Rescue Plan Act funds (\$366,400) and a Knight Foundation grant (\$593,240), both for the installation of Wi-Fi. The remaining \$2,211,141 will be funded from the project's existing contingency, sourced from Mobility Impact Fees in the approved capital budget.

## Recommendation

It is recommended that the Board approve Supplemental Agreement No. 2 with NV2A under *Project No. DB21-DTPW-01 (Contract No. CIP235-DTPW20-DB)*, increasing the contract value by \$7,948,760 and extending the contract term by 90 compensable calendar days. The revised contract value will be \$100,924,149.50, with a substantial completion term of 1,063 calendar days.

**Scope**

This project is located within Districts 5 and 7, represented by Commissioners Vicki L. Lopez and Raquel A. Regalado, respectively. However, the project provides countywide mobility and community benefits.

**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 Supplemental Agreement.

**Fiscal Impact/Funding Source**

The original design-build contract is valued at \$92,975,389.50. Approval of this Supplemental Agreement increases the contract cost by \$7,948,760, resulting in a cumulative maximum contract amount of \$100,924,149.50. The cost of the improvements under this supplement will be funded through the following sources:

<b>Program</b>	<b>County Budget</b>	<b>Funding Source</b>	<b>Amount</b>
2000000133 The Underline	FY25-26 Proposed Budget & Multi-Year Capital Plan; Volume 2, Page 159	- FDOT Funds	\$4,777,979.00
		- Knight Foundation Grant	\$593,240.00
		- American Rescue Plan Act (ARPA)	\$366,400.00
		- Mobility Impact Fees	\$2,211,141.00
		Total	\$ 7,948,760.00

**Track Record/Monitor**

Bassam Moubayed, CFM, DTPW Construction Division Chief, is responsible for project implementation and oversight.

**Background**

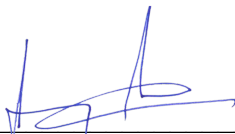
The design-build agreement with NV2A was approved by the Board on October 18, 2022, pursuant to Resolution No. R-1008-22 for \$92,975,389.50 and a term of 973 days to substantial completion. During design development, DTPW conducted comprehensive coordination with the public, Friends of the Underline, affected municipalities, major stakeholders, and Commission Districts. This process identified several enhancements necessary to align Phase Three with Phases 1 and 2, improve safety and user experience, and respond to community priorities.

To support these enhancements, DTPW secured state grant funding, identified ARPA funding allocations, and partnered with Friends of the Underline to obtain a Knight Foundation Grant for corridor-wide Wi-Fi connectivity. Remaining costs not covered by these funds will be

supported by the project's existing contingency. The detailed scope of enhancements is set forth in Article 12 of Supplemental Agreement No. 2, attached to this agenda item.

**Due Diligence**

Pursuant to Resolution Nos. R-187-12 and R-828-19, and in accordance with the Strategic Procurement Department's guidelines, DTPW staff conducted due diligence to verify vendor responsibility. Reviews included the Capital Improvements Information System, Small Business Development Division database, Sunbiz, the Tax Collector's Office, convicted/debarred/delinquent/suspended vendor lists and federal excluded parties. Staff also examined records from the Florida Division of Business and Professional Regulation and OSHA pursuant to Resolution No. R-1181-18. No adverse findings were identified.




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Jimmy Morales  
Chief Operating Officer

# Memorandum



**Date:** December 2, 2025  
**To:** Honorable Chairman Anthony Rodriguez  
Board of County Commissioners  
**From:** Stacy L. Miller, P.E., Director and CEO   
Department of Transportation and Public Works  
**Subject:** Request to Process Late Departmental Agenda Item

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I respectfully request that the following item be placed on the December 2025 Committee Cycle meeting agenda of the Board of County Commissioners:

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO DESIGN BUILD AGREEMENT BETWEEN NV2A CENTRAL JOINT VENTURE AND MIAMI-DADE COUNTY FOR THE UNDERLINE PHASE 3 - 9 FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, UNDER PROJECT NO. DB21-DTPW-01; CONTRACT NO. CIP235-DTPW20-DB, INCREASING THE MAXIMUM CONTRACT AMOUNT TO \$100,924,149.50 AND INCREASING THE CONTRACT TERM TO 1,063 CALENDAR DAYS, WHICH EXCLUDES THE WARRANTY ADMINISTRATION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN

Although this item was submitted after the noticed deadline and provided late to the Agenda Coordination Office, it is critical that it proceed within the requested timeline to prevent significant delays and to ensure the successful completion of the project, which directly affects the community's access to safe and efficient public transportation.

This Supplemental Agreement is necessary to incorporate scope modifications identified during the design phase and through coordination with the community, key stakeholders, municipalities, and elected officials. Some of the adjustments are critical to ensuring the project's long-term viability and ensure consistency with Phases 1 and 2 of the Underline Project. The scope changes include, but are not limited to, integration of Wi-Fi infrastructure, pathway coating and wayfinding, additional streetlighting for better visibility and safety, additional facility amenities, and a redesign of the pathway alignment to minimize the impact on trees. Approval of this supplemental agreement will ensure that the improvements are constructed concurrently with the base contract scope, minimizing disruptions and eliminating the need for future construction closures. Furthermore, immediate placement of this item for December Committee is necessary because there are no scheduled Committee meetings in January 2026, and approval would otherwise be delayed until late February 2026 at the earliest.

Given the importance of these additions, prompt approval of Supplemental Agreement No. 2 is imperative. Delaying this approval will directly disrupt the construction schedule, increase project costs, and place a severe financial hardship on the contractor, jeopardizing their bonding capacity and credit rating.

Please process this item notwithstanding the potential applicability of the Three-Day Rule. I understand that placement on the agenda is subject to approval by the Chair of the Committee of jurisdiction, your approval as Chairman of the Board, and review by the Office of the County Attorney.

  
\_\_\_\_\_  
**Approved by Mayor or Mayor's Designee**

Jimmy Morales  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
**Approved by Legislative Director or Designee**

Demetria Henderson  
\_\_\_\_\_  
Print Name

- c: Geri Bonzon-Keenan, County Attorney  
[CAOagenda@miamidade.gov](mailto:CAOagenda@miamidade.gov)  
Eugene Love, Agenda Coordinator



**MEMORANDUM**  
(Revised)

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

**DATE:** December 16, 2025

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

**SUBJECT:** Agenda Item No. 14(A)(7)

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)(7)  
12-16-25

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO DESIGN BUILD AGREEMENT BETWEEN NV2A CENTRAL JOINT VENTURE AND MIAMI-DADE COUNTY FOR THE UNDERLINE PHASE 3 - 9 FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, UNDER PROJECT NO. DB21-DTPW-01; CONTRACT NO. CIP235-DTPW20-DB, INCREASING THE MAXIMUM CONTRACT AMOUNT TO \$100,924,149.50 AND INCREASING THE CONTRACT TERM TO 1,063 CALENDAR DAYS, WHICH EXCLUDES THE WARRANTY ADMINISTRATION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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 Supplemental Agreement No. 2 between NV2A Central Joint Venture and Miami-Dade County for The Underline Phase 3 – 9 for the Department of Transportation and Public Works, under Project No. DB21-DTPW-01, Contract No. CIP235-DTPW20-DB, in substantially the form attached hereto and made a part of herof, increasing the maximum contract amount to \$100,924,149.50 and increasing the term to 1,063 calendar days which excludes the warranty administration period; and authorizing the County Mayor or County Mayor's designee to execute same and to exercise the rights contained therein.

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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of December, 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 2 TO THE  
DESIGN-BUILD SERVICES AGREEMENT FOR  
THE UNDERLINE PHASE 3 – 9 BETWEEN  
MIAMI-DADE COUNTY, FLORIDA AND NV2A  
CENTRAL JOINT VENTURE

This Second Supplemental Agreement is made and entered by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the “COUNTY”, and NV2A Central Joint Venture hereinafter referred to as the “Design-Builder”.

WITNESSETH

WHEREAS, Miami-Dade County (County) on January 17, 2023, entered into a Design-Build Services Agreement with Design-Builder, to provide Design-Build Services for the Department of Transportation and Public Works Projects, Contract Number CIP235-DTPW20-DB; and,

WHEREAS, the parties wish to make certain revisions in the Design-Build Services Agreement as provided below.

NOW, THEREFORE, the parties hereto do mutually agree to amend the Design-Build Services Agreement as follows:

**ARTICLE 5 – THE PROJECT, 5.2 TERM OF THE CONTRACT**

*Refer to Article 5, Item 5.2 and amend as follows:*

5.2 TERM OF THE CONTRACT: The Contract Time for which this Agreement shall remain in full force and effect is ~~Nine Hundred and Seventy Three (973)~~ One Thousand and Sixty-Three (1,063) calendar days, which excludes the warranty administration period.

**ARTICLE 10 – BASIS OF COMPENSATION, 10.1 DESIGN-BUILD SERVICES FEE**

*Refer to Article 10, Section 10.1.2.3 and amend with the new section, as follows:*

10.1.2.3 The aggregate sum for all payments to the DESIGN-BUILDER for Design-Build Services for Supplemental Agreement No. 2 authorized on this Project shall be as follows:

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CONTRACT NO.: CIP235-DTPW20-DB  
ISD PROJECT NO.: DB21-DTPW-01  
SUPPLEMENTAL AGREEMENT NO. 2

*BHR*

SUPPLEMENTAL AGREEMENT NO. 2 SERVICES

Supplemental Agreement No. 2

Total Cost ~~\$7,946,299.84~~

\$7,948,760.00

WAL

The DESIGN-BUILDER shall not be entitled to any fees beyond those specified and authorized through applicable Work Orders.

**ARTICLE 10 – BASIS OF COMPENSATION, 10.4 TOTAL CONTRACT AMOUNT**

*Refer to Article 10, Item 10.4 and amend as follows:*

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to ~~Ninety-Two Million, Nine Hundred and Seventy Five Thousand Three Hundred and Eighty Nine Dollars and Fifty Cents (\$92,975,389.50)~~ One Hundred Million, Nine Hundred ~~and Twenty One Thousand and Six Hundred Eighty Nine Dollars and Thirty Four Cents (\$100,921,689.34)~~ **Twenty-four Thousand and One Hundred and Forty Nine Dollars and fifty cents \$100,924,149.50**

WAL

**ARTICLE 12 – SCOPE OF SERVICES**

*Refer to Article 12, Item 12.4 and amend with the additions below, as follows:*

Description of additional work authorized:

3. Wi-Fi Infrastructure – Full Project Coverage. The original budget included Wi-Fi coverage at the amenity areas only. This additional funding will ensure complete coverage of the full 7.3 miles of Phase 3.
4. Pathway Coating and Wayfinding: Improvement of the coatings used for The Underline Project that lower the overall maintenance cost and increases visibility and safety and the intersection plazas.
5. Elimination of the pedestrian path shoulders necessary to save many of the existing tree root systems resulting in their preservation. As part of this design change directive, several elements were identified:
  - a. Additional Site Remediation due to pathway change in width: total area of 166,301.32 SF.
  - b. Additional 2FT Mulch Strip Along Pedestrian Pathway for Protection  
Install a 2FT wide strip of mulch along both sides of the pedestrian pathway to protect the vegetation and landscaping against damage caused by users' foot traffic and pets.
6. Additional Streets lighting resulting in better visibility and safety. These lights are to be installed at 51 locations between the intersection plazas and adjacent sidewalks or crossings.
7. The below scope changes resulted from the public meetings conducted during the design of the project, several revisions to the original programmed amenities were recommended:

- a. The original Design Criteria Package called for a series of gardens and small exercise areas. The community requested a central sports facility with pickleball courts, a full basketball court and supporting site furniture and equipment.
  - b. Revise scope for Amenity K – Play Forest. This area was originally a flexible space with separate reading rooms and space for community events. The scope was revised to an interactive children’s nature playground experience. New features include log steppingstones, tunnels, balance beams playground features throughout the amenity, interactive bells and chimes, an expanded reading area with wraparound multilevel oolite boulder seating area, coral rock paving finish, bike racks, and more.
  - c. Revise scope for Amenity D – Fitness Room. Originally, this area had several small exercise areas and a flexible community space. The change includes the consolidation of these small exercise areas into a larger one and the inclusion of a half basketball court with perimeter fencing.
  - d. Revise scope for Amenity B – The Underline Plaza. This areas was originally designed for a micromobility plaza; however, due to the unforeseen nature of the equipment and the community interest for gathering spaces that offer some food services and more active entertainment, the new design features an area that accommodates lounging with new furniture, tables, food trucks, and space allocated for future installation of containers with requirements for water and electrical connections, as well as an art plinth with electrical connections.
  - e. Revise scope for Amenity A – The Grove Gallery. Same amenity as identified in the Design Criteria Package. The revision includes an area for food trucks.
  - f. Revise scope for Amenities F – Rain Gardens & G – Stormwater Gardens  
Revision of Amenities F&G, between Granada and Coral Gables Waterway, due to Community engagement feedback. Additions included areas for activities and special features.
  - g. Revise scope for Amenity I – Rock Ridge Plaza Event & Performance Space  
located north of Stanford Dr., due to Community Engagement feedback. Additions included: additional space for special events, picnic tables, and supporting infrastructure for special events.
  - h. Revise scope for Amenity L – Butterfly Garden, located between SW 80th St and SW 67th Ave, due to Community engagement feedback. Additions include, among others, special features such as insect hotels, birdhouses, and their associated infrastructure.
8. Redesign Fees include the redesign of the pathway alignment in segment 3 to minimize impacts to trees and redesign of the amenities listed above.
  9. Time Extension: Compensable 90 calendar time extension.
  10. Profit margin

This Change order also includes credits for the items below:

11. CREDIT: ASPHALT SURFACE COATING: Eliminate the ‘Asphalt Surface Coating’ from the scope of services.

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CONTRACT NO.: CIP235-DTPW20-DB  
 ISD PROJECT NO.: DB21-DTPW-01  
 SUPPLEMENTAL AGREEMENT NO. 2

*DMR* 3

12. CREDIT: PEDESTRIAN PATH WIDTH REDUCTION: Reduce the overall pedestrian pathway from an overall width of 12ft to 8ft (4ft reduction), to accommodate existing site conditions.
13. CREDIT: PARKING LOT REDUCTION: The original Design Criteria Package included the expansion of several parking lots south of the University Metrorail Station to provide additional parking to the City of Coral Gables and the University of Miami. The proposed design for the reconfiguration of the existing parking lots meets the parking requirements.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS THEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT  
AND COMPTROLLER

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney  
as to Form and Legal Sufficiency:

\_\_\_\_\_

ATTEST:

By:    
Agustin Arellano, Jr.

NV2A CENTRAL JOINT VENTURE  
(Corporate Seal)

By:    
Gilberto Neves