

Date: June 14, 2023

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



From: Alfredo E. Munoz, P.E.
Chief, Capital Improvements Division
Department of Transportation and Public Works

Subject: Construction Engineering and Inspection Services for Various Department of Transportation and Public Works Projects.
Project No. E23TP04, Contract No. 20230116

RECOMMENDATION

It is recommended that The Internal Service Department's Small Business Development Division (SBD) review and approve the attached Small Business Enterprise - Architecture & Engineering (SBE-AE) contract measures for **Project No. E23TP04, Contract No. 20230116, for Construction Engineering and Inspection Services for Various Department of Transportation and Public Works Projects**. Department of Transportation and Public Works (DTPW), Capital Improvements staff has evaluated the subject project and recommends a Set-Aside measure for SBE-AE based on the project scope and applicable requirements. The cost estimate for this project is approximately **\$11,000,000.00** inclusive of 10% contingency. Attached please find the DTPW project measure analysis, and recommendation findings, along with other supporting documents for your consideration.

SCOPE OF WORK

DTPW has the need to establish four (4) non-exclusive Professional Services Agreements (PSA) to provide CEI services required for contract administration and inspection for various DTPW Projects. Detailed Scope of Work is attached under Exhibit A.

If any additional information is needed, please call me at (305) 375-2097, or Katherine Fernandez at (305) 375-2726.

AM/kf

Attachments (2)

C: Laurie Johnson, ISD/SBD
Pablo Valin, ISD

Rene Idarraga, P.E., DTPW
File

Miami-Dade County Department of Transportation and Public Works
Contract/Project Measure Analysis and Recommendation

RPQ 20230116

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



From: Alfredo E. Munoz, PE
Chief, Capital Improvements Division
Department of Transportation and Public Works

Date: June 14, 2023

Department: Transportation and Public Works (DTPW)

Contract Type: Construction Engineering & Inspection (CEI) Services

DTPW Project No.: 20230116; ISD Project No. E23TP04

RPQ No.: 20230116

Re-submittal: Yes; Previous Review Committee (RC) Submittal Dates:
 No

Project Title: Construction Engineering and Inspection Services for Various Department of Transportation and Public Works Projects

Estimated Project Cost: \$10,000,000.00 plus \$1,000,000.00 for contingency

Funding Source: Road Impact Fees (RIF); Local Option Gas Tax, Secondary Gas Tax, Quality Neighborhoods Improvement Program (QNIP), Stormwater Utility and People's Transportation Plan Bond Program (PTP).

Method of Award: Lump Sum

RPQ Title: CEI Services for Various DTPW Projects

Scope of Work: See Attached Exhibit A

CEI Consultant Selection: Technical Certification Categories:

CEI Services for Various DTPW Projects			
16.00	General Civil Engineering (Prime)	95.0%	\$9,500,000.00
17.00	Engineering Construction Management (Prime)		
3.03	Highway Systems - Bridge Design	2.0%	\$200,000.00
3.12	Highway Systems – Underwater Engineering Inspection	3.0%	\$300,000.00
		100%	\$10,000,000.00

RPQ 20230116

Comments:

CEI:

- There are no special and/or minimum requirements the Prime and/or sub-consultants should possess.
- Technical Certification category 16.00 and 17.00 are the only Technical Categories that the Prime must hold.

Contract Measure Recommendation:

- No Measure
- Set-Aside
- Trade Set-Aside
- Aggregate Set-Aside
- SBE Subcontractor Goal
- CWP
- DBE Subcontractor Goal

Reason for Recommendation:

Staff has met with SBD on the past with similar contracts and established that there are plenty of SBE A/E Firms that have TC 17.00 (General Civil Engineering) and TC 16.00 (Engineering Construction Management). Therefore, SBD-AE Set Aside is recommended by DTPW. TC 3.03 – Highway Systems-Bridge Design & TC 3.1-092 – Highway System-Underwater Engineering Inspection should be considered ancillary work required to complete this project which may be subcontracted.

Comments:

In accordance with the Miami-Dade County Code, DTPW attached its Project Measure Analysis and Recommendation findings along with other supporting documents for consideration of small business participation.

Based on the analysis of factors contained in Implementing Order 3-32, DTPW suggests the following contract measure recommendation: SBE-AE Set-Aside.

Scope of Work History Summary – Subcontracting Opportunities: N/A

Areas recommended for SBE-AE Goal (DTPW/SBD): 100%

Areas used to meet subcontractor goal (Awarded Contractor): N/A

Similar Projects previously submitted for SBD Action: 20190190

EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.

7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.
8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builders' construction means, methods, techniques, sequences, procedures, or safety precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual

responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.