

Memorandum



Date: January 21, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Supplemental Agreement No. 1 to Professional Services Agreement for Bridge Inspection and Structural Analysis under Project No. E19-DTPW-08 (Contract No. CIP135-DTPW19-PSA)

Agenda Item No. 8(N)(3)

Executive Summary

This item seeks approval of the Board of County Commissioners (Board) of Supplemental Agreement No. 1 (Agreement) with Marlin Engineering, Inc. to increase expenditure authority by \$550,000 and add 365 non-compensable calendar days under Project No. E19-DTPW-08 (Contract No. CIP135-DTPW19-PSA), Bridge Inspection and Structural Analysis for the Department of Transportation and Public Works (DTPW). The Agreement is necessary and critical to enable the County to deploy certified professionals to perform specialized bridge inspections, which are essential for ensuring public safety and meeting regulatory requirements, particularly in the aftermath of weather-related events. This supplement provides continuity of services while the department finalizes re-procurement efforts for a long-term replacement contract. The Request to Advertise is currently being finalized and is expected to be published by December 2025 with final award anticipated in Fall 2026.

Under the leadership of Director Stacy L. Miller, P.E., DTPW has implemented several measures to reduce the recurrence of requests for supplemental time and funding. The department is actively training staff on early re-procurement planning and successor contract timelines, consistent with Board-adopted procurement efficiency resolutions (i.e., R-658-23 and R-515-19). An automated notification system is being deployed to track contract expirations and enhance contract management oversight. This system will integrate with *e-Builder*, a new technology platform supporting full project lifecycle management and offering capabilities not available through current County systems. DTPW is also addressing prior procurement staffing shortages by hiring additional personnel to strengthen internal capacity, standardize processes, and close procedural gaps in collaboration with project managers. These internal improvements, coupled with ongoing countywide process enhancements under my Procurement Standardization Initiative and Chairman Rodriguez's STRIP Task Force, are expected to strengthen contract administration, improve efficiency, and prevent future delays.

Recommendation

It is recommended that the Board approve Supplemental Agreement No. 1 under Project No. E19-DTPW-08 (Contract No. CIP135-DTPW19-PSA) for professional services for the project titled Bridge Inspection and Structural Analysis for DTPW in the combined maximum amount of \$1,650,000, with a contract term of 1,460 calendar days. The supplemental agreement increases the professional services amount by \$500,000 and the contingency amount by

\$50,000. It also modifies the contractual term by 365 calendar days for continuation of services.

Scope

The scope of this item is countywide in nature.

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 proposed supplemental will increase the contract maximum amount to \$1,650,000 and will be funded through the following source:

Program	Adopted Budget	Funding Source
2000000326 Federally Funded Projects	FY25-26 Adopted Budget & Multi-Year Capital Plan; Volume 2, Page 141	Federal Grants

Track Record/Monitor

German A. Arenas, DTPW Assistant Director Capital Programs, is responsible for monitoring this project.

Background

On March 2, 2021, the Board approved Resolution No. R-170-21, awarding a contract to Marlin Engineering, Inc., for a term of 1,095 calendar days with one, one-year option to renew period, to provide professional services for bridge inspections of elevated guideways and pedestrian bridges; underwater bridge inspections; load ratings of all DTPW guideways; emergency and non-emergency structural analysis; design of repairs and retrofits; and additional specialized services. To comply with federal, state, and local inspection guidelines, DTPW's elevated guideway and pedestrian bridge structures require periodic inspections and structural analyses, which DTPW conducts on a recurrent schedule. These include complex structural, fracture-critical, emergency, routine, post-accident, rehabilitation, and underwater inspections. Due to the specialized and technical nature of certain industry certification requirements, in-house DTPW staff can perform only some of these inspections. Therefore, the department must supplement its capabilities with trained and certified professional consultant staff, engaged through this contract, to complete the remaining inspections.

The Consultant is on call 24 hours a day, seven days a week, 365 days a year, and must respond to emergency or unforeseen events within two hours. These may include, but are not limited to, structural emergencies and impact accidents. The Consultant is also required to be available immediately following hurricanes and other weather-related events that necessitate urgent inspections and the preparation of infrastructure and structural damage assessment reports.

This includes the development of emergency signed and sealed repair plans, specifications, cost estimates, Maintenance of Traffic plans, regulatory agency notifications, and coordination with contractors for repair permits, as applicable. All work must be performed in accordance with, and meet or exceed, the standards of the National Bridge Inventory, the Florida Department of Transportation (FDOT), and the Federal Highway Administration (FHWA), as well as DTPW's Safety and Security requirements and Design Guidelines.

Due Diligence

Pursuant to Resolution Nos. R-187-12 and R-828-19 and in accordance with the Strategic Procurement Department's Procurement Guidelines, DTPW staff conducted due diligence to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced included: Capital Improvements Information System, Small Business Development Division database, Sunbiz, Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation and the Office of Safety and Health Safety Administration in accordance with Resolution No. R-1181-18. There were no adverse findings relating to vendor responsibility.



Jimmy Morales
Chief Operating Officer



MEMORANDUM
(Revised)

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

DATE: January 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(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**
- _____ **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. 8(N)(3)
1-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN MARLIN ENGINEERING, INC. AND MIAMI-DADE COUNTY FOR BRIDGE INSPECTION AND STRUCTURAL ANALYSIS FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, UNDER PROJECT NO. E19-DTPW-08; CONTRACT NO. CIP135-DTPW19-PSA, INCREASING THE MAXIMUM CONTRACT AMOUNT TO \$1,650,000.00 AND INCREASING THE CONTRACT TERM TO 1,460 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR THE 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 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. 1 between Marlin Engineering, Inc. and Miami-Dade County for Bridge Inspection and Structural Analysis for the Department of Transportation and Public Works, under Project No. E19-DTPW-08; Contract No. CIP135-DTPW19-PSA, increasing the maximum contract amount to \$1,650,000.00 and increasing the contract term to 1,460 calendar days, in substantially the form attached hereto and made a part hereof; 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 21st day of January, 2026. 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. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
BRIDGE INSPECTION AND STRUCTURAL
ANALYSIS BETWEEN MIAMI-DADE COUNTY,
FLORIDA AND MARLIN ENGINEERING, INC.

This First Supplemental Agreement is made and entered by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the "COUNTY", and Marlin Engineering, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, Miami-Dade County (County) on September 17, 2021, entered into a Professional Services Agreement with CONSULTANT, to provide Professional Services for the Department of Transportation and Public Works Projects, Contract Number CIP135-DTPW19-PSA; and,

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

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

SECTION IV – COMPENSATION, F. MAXIMUM COMPENSATION

Refer to Section IV, Item F and amend as follows:

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed ~~\$1,100,000.00~~ \$1,650,000 (inclusive of base and contingency allowance account).

SECTION XV – DURATION OF AGREEMENT, PARAGRAPH 1

Refer to Section XV and amend Paragraph 1 as follows:

This agreement shall remain in full force and effect for a period of ~~three~~ four years (~~1,095~~ 1,460 Calendar Days) after its date of execution, or until depletion of the funds allocated to pay for the services described in this agreement, unless terminated by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XIV and Section XVI hereof.

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

By: _____

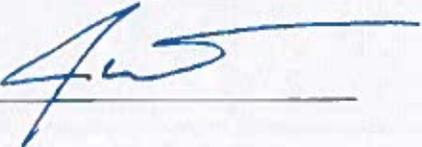
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
COUNTY MAYOR OR DESIGNEE

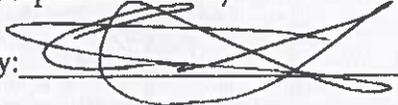
Approved by County Attorney
as to Form and Legal Sufficiency:

ATTEST:

Jose Quintana, PE
Executive V.P. Operations.

By:  _____

MARLIN ENGINEERING, INC.
(Corporate Seal)
Carolina Bayona
Corporate Secretary

By:  _____

