

Memorandum



TC

Agenda Item No. 3(G)

Date: October 14, 2026

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Supplemental Agreement No. 1 for the South Corridor TransitWay Project from SW 344 Street to Dadeland South Station, *Project No. DB19-DTPW-01, Contract No. CIP155-DTPW19-DB*

Executive Summary

This item seeks Board of County Commissioners (Board) approval to increase the Design-Build services contract with OHLA USA, Inc. (OHLA) by \$2,448,325.00, extend the contract term by 507 calendar days and increase the contingency time by 51 calendar days for the South Corridor TransitWay Project.

This supplemental agreement is necessary to implement updated safety requirements, including fire suppression system upgrades, in the SW 168 Street Station parking garage's electric vehicle charging areas. During the permit review and coordination with the Fire Department, it was determined that the originally designed fire pump system lacked the capacity to meet these new standards, which also included revised parking stall widths and increased separation from means of egress.

Additionally, the supplemental agreement replenishes contingency funds used for the costs associated with redesign and structural modifications resulting from differing site conditions at the garage parcel and adjacent right-of-way. The total fiscal impact of \$2,448,325.00 is funded through the project's contingency.

The South Dade TransitWay BRT service has been operational since October 2025, with Routes 601 and 602 carrying approximately 1.8 million trips between November 2025 and May 2026. Route 601 averaged 6,307 weekday riders, an increase of 152 percent over the previous express service, while Route 602 averaged approximately 4,000 weekday riders. On-time performance also improved during this period, increasing from 32.8 percent to 77 percent on Route 601 and from 36.8 percent to 71.2 percent on Route 602. These results reflect continued use of the TransitWay and improvements in service reliability as DTPW implements operational and traffic management adjustments.

The SW 168 Street Park-and-Ride garage opened to the public in April 2026 and provides more than 640 parking spaces with direct access to the Metro Express BRT platform and local bus service. The facility includes electric vehicle charging stations, a real-time parking space availability system, secure bicycle storage, elevators, public restrooms, an art in public spaces installation, a dedicated Kiss-and-Ride drop-off lane, and 24-hour CCTV surveillance. It also includes designated spaces for ADA accessibility, strollers, and motorcycles. The garage provides parking and transfer access for transit riders and is an integral component of the South Corridor TransitWay.

Recommendation

It is recommended that the Board approve Supplemental Agreement No. 1 for *Project No. DB19-DTPW-01, Contract No. CIP155-DTPW19-DB* between OHLA and the County to extend the contract duration by 507 calendar days and increase the contingency time by 51 calendar days, resulting in an increase of \$2,448,325.00 to the base contract amount. The supplemental agreement is necessary to address updated Fire Department requirements and site-related conditions affecting the garage and to complete the associated work.

This item is placed for Board review pursuant to County Code Section 29-124(f). This Supplemental Agreement may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this Supplemental Agreement recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this supplemental agreement recommendation, a request for withdrawal of this item will be submitted.

Scope

This project is located in Commission Districts 7, 8 and 9, represented by Commissioner Raquel A. Regalado, Commissioner Danielle Cohen Higgins and Vice Chairman Kionne L. McGhee, respectively.

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 those 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 contract is currently valued at \$385,233,493.42. Approval of this Supplemental Agreement increases the base compensation from \$348,700,172.91 to \$351,148,497.91, modifying the contract's maximum amount to \$387,681,818.42. The revised contract duration is 1,884 calendar days, with a revised contingency period of 189 calendar days. This supplemental agreement will be funded by the following source:

Program Name / Program Number	County Budget	Funding Source
Park and Ride – TransitWay at SW 168th Street/ 2000001092	FY26-27 Proposed Budget & Multi-Year Capital Plan; Volume 3, Page 92	People's Transportation Plan Bond Program (PTP)

Track Record/Monitor

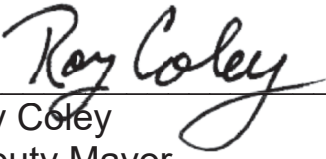
Rakeshpal S. Gill, DTPW Construction Manager 3, is responsible for the project's implementation and administration.

Background

The contract with OHLA was approved through Resolution No. R-890-20 on August 31, 2020, in the amount of \$368,233,493.42. Change Order No. 1, approved by the Board through Resolution No. R-940-22 on October 6, 2022, extended the contract duration by 327 calendar days and added 33 calendar days to the contingency time. Change Order No. 2, approved by the Board under Resolution No. R-932-24 on October 16, 2024, further extended the contract duration by 250 calendar days, added 25 calendar days to the contingency time, and provided additional funding in the amount of \$17,000,000.00.

This Supplemental Agreement authorizes an additional time extension and allocates \$2,448,325.00 from project contingency funds to replenish contingency expenditures incurred in addressing critical design and site-related challenges at the SW 168 Street Park & Ride Facility. The time extension was necessitated by updated Fire Department requirements mandating enhanced fire suppression systems for EV charging areas, as well as revisions to parking stall layouts and egress configurations. Additionally, the funding replenishes costs associated with structural modifications required due to unforeseen right-of-way conditions and formalizes the fiscal impact of changes previously authorized by the Board under Change Order No. 2.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 4



Roy Coley
Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: November 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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
- ☒ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE DESIGN-BUILD SERVICES AGREEMENT FOR PROJECT NO. DB19-DTPW-01, CONTRACT NO. CIP155-DTPW19-DB, BETWEEN OHLA USA, INC. AND MIAMI-DADE COUNTY FOR THE SOUTH CORRIDOR TRANSITWAY PROJECT FROM SW 344 STREET TO DADELAND SOUTH STATION FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, INCREASING THE CONTRACT TERM BY 507 CALENDAR DAYS AND THE CONTINGENCY TIME BY 51 CALENDAR DAYS, RESULTING IN A REVISED CONTRACT DURATION OF 1,884 CALENDAR DAYS AND A REVISED CONTINGENCY PERIOD OF 189 CALENDAR DAYS; REPLENISHING CONTINGENCY FUNDS PREVIOUSLY UTILIZED; APPROVING A TOTAL FISCAL IMPACT OF \$387,681,818.42, TO BE FUNDED FROM THE PROJECT CONTINGENCY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SUPPLEMENTAL AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH WAS ADDED TO THE PEOPLE'S TRANSPORTATION PLAN IN FEBRUARY 2020

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 to the Design-Build Services Agreement for the South Corridor TransitWay Project from SW 344 Street to Dadeland South Station, Project No. DB19-DTPW-01, Contract No. CIP155-DTPW19-DB, between OHLA USA, Inc. and Miami-Dade County, in substantially the form attached hereto and

made a part hereof, increasing the contract term by 507 calendar days and the contingency time by 51 calendar days, resulting in a revised contract duration of 1,884 calendar days and a revised contingency period of 189 calendar days; replenishing contingency funds previously utilized, resulting in a total fiscal impact of \$387,681,818.42 to be funded from the project contingency, authorizing the County Mayor or the County Mayor's designee to execute the Supplemental Agreement and exercise all provisions contained therein; and authorizing the use of Charter County Transportation Surtax Funds for the Department of Transportation and Public Works included in the FY25-26 Adopted Capital Budget and FY26-30 Five-Year Implementation Plan of the People's Transportation Plan.

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 17th day of November, 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.

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

Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 1 TO THE
DESIGN-BUILD SERVICES AGREEMENT FOR
SOUTH CORRIDOR (SOUTH-DADE
TRANSITWAY) RAPID TRANSIT PROJECT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND OHLA USA, 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 OHLA USA, Inc. hereinafter referred to as the "Design-Builder".

W I T N E S S E T H

WHEREAS, Miami-Dade County (County) on September 30, 2020, 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 CIP155-DTPW19-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 CONTRACT

Refer to Article 5, Section 5.2 and 5.2.1 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 ~~One Thousand Three Hundred Seventy Seven (1,377)~~ **One Thousand Eight Hundred Eighty-Four (1,884)** calendar days, which excludes the warranty administration period.

5.2.1) COUNTY Contingency Period: This Contract contains a Contingency Allowance for time extension not to exceed ten percent (10%) of the original Contract Time. Pursuant to a written request by the Design-Builder for a time extension that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the MDC and its duly authorized representatives, a Work Order will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The

cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Time rounded off to the next whole number.

The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than ~~One Hundred Thirty Eight (138)~~ **One Hundred Eighty-Nine (189)** Calendar Days from the NTP to increase in calendar days for the DESIGN-BUILDER to achieve the Project Schedule contract dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract:

ARTICLE 10 – BASIS OF COMPENSATION, 10.1.2 AGREED FIXED SUM

Refer to Article 10, Section 10.1.2 and amend as follows:

10.1.2 Agreed Fixed Sum

10.1.2.1 Under this compensation basis, the DESIGN-BUILDER agrees to perform the Design-Build Services described in this Agreement for an agreed fixed dollar amount of compensation as follows:

DESIGN-BUILD SERVICES

TOTAL BASE CONTRACT AMOUNT	\$348,700,172.91 \$351,148,497.91
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ARTICLE 10 – BASIS OF COMPENSATION, 10.3 DEDICATED ALLOWANCE ACCOUNTS (DAA)

Refer to Article 10, Section 10.3.1.2 and amend as follows:

10.3.1.2 Permit Fees:

▪ South Corridor	\$1,140,061.00
▪ 168 Street Garage	\$ 622,639.00
▪ SW 264th Street	\$ 2,500.00

ARTICLE 12 – SCOPE OF SERVICES

Refer to Article 12, Section 12.2, 12.3, and 12.4 are hereby added in their entirety as follows:

12.2 Fare Collection System Modifications

a. Revised Delivery Model

The fare collection system shall be implemented under a multi-party delivery structure, whereby:

- Genfare shall be responsible for furnishing and installing faregates and ticket vending machines (TVMs);

- OHLA USA, Inc. and its subcontractor shall provide installation support services as required;
- The County shall retain responsibility for system integration with its existing fare platform and coordination with third-party vendors.

b. Modified System Configuration

The fare collection system shall be limited to a centralized, station-based deployment at the fourteen (14) Bus Rapid Transit (BRT) stations. The previously contemplated distributed fare collection system, including deployment at bus shelters and along the corridor, is excluded from the Scope of Services.

12.3 SW 168 Street Electric Vehicle (EV) Charging Modifications

The Scope of Services is further amended to incorporate design and construction modifications associated with electric vehicle (EV) charging infrastructure at the SW 168th Street Park-and-Ride Garage, as required by permitting authorities.

a. Regulatory Compliance

The Design-Builder shall incorporate all design revisions required to comply with, but not limited to, fire and life safety requirements as directed by the Authority Having Jurisdiction, including but not limited to requirements issued by the Fire Marshal.

b. Revised EV Charger Configuration

The EV charging layout shall be modified as follows:

- Six (6) EV chargers shall remain within covered parking areas;
- Two (2) EV chargers shall be relocated to uncovered areas;
- All future EV charging infrastructure installations shall be located exclusively in uncovered areas.

12.4 Right-Of-Way (ROW) and Plat Condition Adjustments (SW 168 Street Park-and-Ride Garage)

The Scope of Services is further amended to address impacts associated with right-of-way (ROW) and plat discrepancies identified during the design phase.

a. Existing Condition Discrepancies

The parties acknowledge that inconsistencies were identified between the contract documents and actual field conditions, including but not limited to:

- Variations in northern and western property boundaries;
- Revised ROW limits established post-award;
- Conflicts with existing utility easements and buffer requirements.

b. Redesign Requirements

As a result of these discrepancies, the Design-Builder is required to perform a comprehensive redesign of the SW 168th Street Park-and-Ride Garage to conform to verified ROW limits and regulatory constraints.

c. Coordination Efforts

The Design-Builder shall continue to coordinate with the County and relevant stakeholders to ensure compliance with all updated ROW conditions and design constraints.

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 _____, 202_.

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT
AND COMPTROLLER

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

By: _____

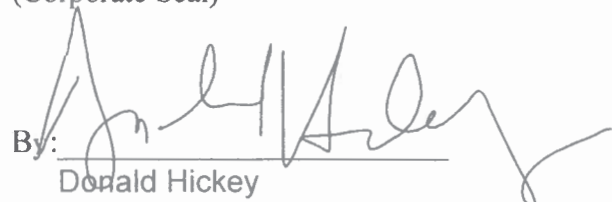
By: _____
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney
as to Form and Legal Sufficiency:

ATTEST:

By: _____

OHLA USA, INC.
(Corporate Seal)

By: 
Donald Hickey