

Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(N)(14)

From: Daniella Levine Cava
Mayor

Resolution No. R-1110-23

Subject: Supplemental Agreement No. 1 Increasing the Use of People's Transportation Plan Bond Program Funds for a Professional Services Agreement for Construction, Engineering, and Inspection Services, Project No. E17-DTPW-03, Contract No. CIP190-DTPW17-CEI(1) and Contract No. CIP190-DTPW17-CEI(2)

Executive Summary

The purpose of this item is to gain approval from the Board of County Commissioners (Board) for Supplemental Agreement No. 1, increasing expenditure authority by \$1,000,000 and the contract term by one year under two Professional Services Agreements (PSAs) for Construction Engineering and Inspection (CEI) services for various Department of Transportation and Public Works (DTPW) projects. The original PSAs were approved by the Board on October 3, 2019 for a term of five years and value of \$2,475,000 each. The PSA with CHA Consulting, Inc. – Contract No. CIP190-DTPW17-CEI(1) – was approved pursuant to Resolution No. R-1067-19, and the PSA with CIMA Engineering Corp. – Contract No. CIP190-DTPW17-CEI(2) – was approved pursuant to Resolution No. R-1064-19.

These PSAs provide CEI services to support various transit projects including Park and Ride facilities, the Underline Phase 2, and demolition of the MLK parking garage. The increased expenditure authority and additional time requested will facilitate the consultants' completion of ongoing projects as well as unanticipated CEI work such as the Metromover escalator replacement.

Recommendation

It is recommended that the Board approve Supplemental Agreement No. 1 to the PSAs with CHA Consulting – Contract No. CIP190-DTPW17-CEI(1) – and CIMA Engineering Corp. – Contract No. CIP190-DTPW17-CEI(2) – in order to increase each contract's time by an additional year and value by \$1,000,000 to continue CEI services for various DTPW projects.

Per Miami-Dade 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. If CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this Supplemental Agreement, the Administration will request a withdrawal of this item.

PROJECT NAME: PSA for Construction Engineering and Inspection Services for Various DTPW Projects

PROJECT NO: E17-DTPW-03

CONTRACT NO: CIP190-DTPW17-CEI(1) and CIP190-DTPW17-CEI(2)

CONTRACT

DESCRIPTION: DTPW has established two non-exclusive PSAs to provide CEI services required for contract administration and inspection for various DTPW projects. This Supplemental Agreement will increase the time by 365 calendar days and contract capacity by \$2,000,000, equally divided between the two firms (CHA Consulting and CIMA Engineering Corp.), to facilitate the continuation of CEI services for existing and upcoming projects.

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 and to exercise all provisions contained therein.

Fiscal Impact/Funding Source

The fiscal impact will be approximately \$2,000,000 equally divided, increasing the total use of funds to \$3,475,000, per agreement (originally \$2,475,000), inclusive of all funding sources. The work is to be funded by the People's Transportation Plan Bond Program (PTP) and approved projects under Program No. 2000000104 - Metrorail – Stations and Systems Improvements.

PTP FUNDING: Yes

GOB FUNDING: No

FTA Section 5307/5309: Yes

Formula Grant

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

The fiscal impact associated with this Supplemental Agreement No. 1 is \$2,000,000, increasing the total use of PTP funds to \$4,796,554 (originally \$2,796,554). This Supplemental Agreement is funded from a capital project included in the Fiscal Year 2023-24 Multi-Year Capital Plan. The combined total cost for all work authorized under this contract shall not exceed the contract award amount plus the amount being added through this Supplemental Agreement.

Track Record/Monitor

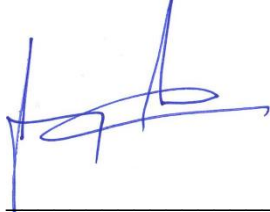
Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Page No. 3

Bassam Moubayed, CFM, Chief, Construction Division, DTPW, is responsible for monitoring this project.

Background

This Supplemental Agreement is needed in order to facilitate continuing CEI services for existing DTPW construction projects and future planned projects. The consultants provide CEI services for contract administration and inspection in support of the DTPW Capital Improvement Plan. The CEI consultants manage and inspect work performed by selected contractors to ensure compliance with contract requirements, construction and design standards, plans, and specifications. The CEI consultants also support DTPW by providing assistance during the design and construction phases of the projects, performing duties such as design support, plans review, resident and office engineering, on-site inspection services, quality control, testing analyses, contract administration, construction safety, and budget management.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(14)

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 ____, 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) ____, or 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)(14)
12-12-23

RESOLUTION NO. R-1110-23

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENTS (PSA) TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR VARIOUS DTPW PROJECTS, PROJECT NO. E17-DTPW-03, CONTRACT NO. CIP190-DTPW17-CEI, INCREASING THE CONTRACT AMOUNT BY \$2,000,000.00 AND TIME BY ONE CALENDAR YEAR (365 DAYS); AUTHORIZING THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM FUNDS FOR THIS PURPOSE; 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 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:

Section 1. Approves Supplemental Agreement No. 1 for Professional Services Agreements (PSA) to provide CEI services required for contract administration and inspection for various DTPW Projects, Project No. E17-DTPW-03, Contract No. CIP190-DTPW17-CEI, increasing the contract amount by \$2,000,000.00 equally divided between two firms, increasing the total use of PTP funds to \$4,475,000.00 and time by one calendar year (365 days), and authorizing the use of People's Transportation Plan Bond Program Funds for this purpose.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute Supplemental Agreement No. 1 for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. 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: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENTS
(PSA) TO PROVIDE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES
FOR DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS. PROJECT NO. E17-
DTPW-03; CONTRACT NO. CIP190-DTPW17-CEI
(2), BETWEEN MIAMI-DADE COUNTY,
FLORIDA, AND CIMA ENGINEERING CORP.

This First Supplemental Agreement is made and entered into as of the ____ day of _____
2023 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the
“COUNTY”, and CIMA Engineering Corp., hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, Miami-Dade County (COUNTY) on October 31, 2019, entered into a Professional
Services Agreement with CONSULTANT, to provide Construction Engineering and Inspection Services
for Department of Transportation and Public Works. Project No. E17-DTPW-03; Contract No. CIP190-
DTPW17-CEI (2); 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

Refer to Section IV, Paragraph F Maximum Compensation, 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 \$3,475,000 (inclusive of base and contingency allowance account), originally \$2,475,000 inclusive of base and contingency allowance account.

SECTION XV - DURATION OF AGREEMENT

Refer to Section XV, First Paragraph, and amend as follows:

This Agreement shall remain in full force and effect for a period of six years (2,190 Calendar Days), originally five years (1,825 Calendar Days), after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement; whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XIV and SECTION XVI hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's six (6) years effective term shall be compensated in accordance to Section IV 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 _____, 2023.

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK

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

By: _____

By: _____
COUNTY MAYOR OR DESIGNEE

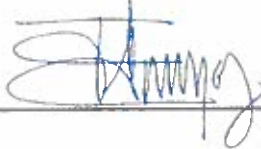
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Approved by County Attorney
as to Form and Legal Sufficiency:

ATTEST:

By: _____

CIMA ENGINEERING CORP.
(Corporate Seal)

By:  _____



SUPPLEMENTAL AGREEMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENTS
(PSA) TO PROVIDE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES
FOR DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS. PROJECT NO. E17-
DTPW-03; CONTRACT NO. CIP190-DTPW17-CEI
(1), BETWEEN MIAMI-DADE COUNTY,
FLORIDA, AND CHA CONSULTING, INC.

This First Supplemental Agreement is made and entered into as of the ____ day of _____
2023 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the
"COUNTY", and CHA Consulting, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

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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 _____, 2023.

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK

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

By: _____

By: _____
COUNTY MAYOR OR DESIGNEE

z

Approved by County Attorney
as to Form and Legal Sufficiency:

ATTEST:

CHA CONSULTING, INC.
(Corporate Seal)



By: _____

By: 
CEI Project Team Leader



Memorandum



To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: December 1, 2023

Re: **CITT AGENDA ITEM 7D:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE
SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES
AGREEMENTS (PSA) TO PROVIDE CONSTRUCTION ENGINEERING AND
INSPECTION (CEI) SERVICES FOR VARIOUS DTPW PROJECTS, PROJECT NO.
E17-DTPW-03, CONTRACT NO. CIP190-DTPW17-CEI, INCREASING THE CONTRACT
AMOUNT BY **\$2,000,000.00** AND TIME BY ONE CALENDAR YEAR (365 DAYS);
AUTHORIZE THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM
FUNDS FOR THIS PURPOSE; AND AUTHORIZE THE COUNTY MAYOR OR THE
COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE
RIGHTS CONTAINED THEREIN **(DTPW – BCC LEGISLATIVE FILE NO. 232102)**

On November 29, 2023, the CITT voted (6-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 23-027. The vote was as follows:

Robert Wolfarth, Chairperson – Aye
Mary Street, Esq., 1st Vice-Chairperson – Aye
Hon. Peggy Bell – Aye

Omar K. Bradford, Esq. – Aye
Joseph Curbelo – Aye
Paul J. Schwiep, Esq. – Absent

Meg Daly – Absent
Qjuezari Harvey – Absent
Robert Ruano – Aye

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney