

MEMORANDUM

Agenda Item No. 8(N)(1)

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

DATE: November 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Supplemental Agreement No. 1 to design-build agreement between NV2A Group, LLC and Miami-Dade County for the Dadeland South Intermodal Station for the Department of Transportation and Public Works, under Project No. DB21-DTPW-03, Contract No. CIP207-DTPW19-DB, increasing the maximum contract amount to \$73,791,202.10 and increasing the term to 949 calendar days for substantial completion plus 56 calendar days to final completion, excluding contingency time of 75 calendar days which excludes the warranty administration period; and authorizing the County Mayor to execute same and to exercise the rights contained therein; authorizing the use of People's Transportation Plan Bond Program (PTP) funds for this project which was added to the People's Transportation Plan in January 2020

Resolution No. R-1068-25

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: November 4, 2025

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 Design-Build Services Agreement with NV2A Group LLC for the Dadeland South Intermodal Station, *Project No. DB21-DTPW-03 (Contract No. CIP207-DTPW19-DB)*

Executive Summary

This item seeks approval from the Board of County Commissioners (Board) to authorize additional expenditure authority of \$6,963,623.40 and 264 non-compensable calendar days under the design-build contract with NV2A Group, LLC (NV2A) for the Dadeland South Intermodal Station for the Department of Transportation and Public Works (DTPW). The supplemental agreement is necessary to incorporate essential scope modifications identified during the design phase and through coordination with key stakeholders. These adjustments are critical to ensuring the station's functionality, safety, and long-term viability.

The scope changes include but are not limited to: integration of bus chargers at the Bus Rapid Transit (BRT) platform, replacement of escalators, addition of video surveillance technology, reconfiguration of the West Isle Drive access roadway and replacement of trees causing infrastructure damage, and modification of the Metrorail platform's north entrance for improved accessibility and egress.

Approval of this supplemental agreement will ensure that the improvements are constructed concurrently with the base contract scope, minimizing service disruptions and eliminating the need for future construction closures.

Recommendation

It is recommended that the Board approve Supplemental Agreement No. 1 with NV2A under *Project No. DB21-DTPW-03 (Contract No. CIP207-DTPW19-DB)*, increasing the contract value by \$6,963,623.40 and extending the contract term by 264 non-compensable calendar days. The revised cumulative contract value will be \$73,791,202.10 with a substantial completion term of 949 calendar days.

This agenda item is placed for review pursuant to County Code Section 29-124(f). This item 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 recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this item, I will request a withdrawal of this item.

Scope

This project is located at 9090 South Dadeland Boulevard, Miami, Florida 33156, in Commission District 7, which is represented by Commissioner Raquel A. Regalado.

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 exercise all rights contained therein.

Fiscal Impact/Funding Source

The original contract value is \$66,827,578.70. Approval of this Supplemental Agreement increases the contract amount to \$73,791,202.10 (inclusive of contingency and allowances). The revised contract duration is 949 calendar days to substantial completion, plus 56 days to final completion, excluding a 75-day contingency period. This agreement will be funded through the following source:

Program	Proposed Budget	Funding Source
2000001203 Dadeland South Intermodal Station	FY25-26 Proposed Budget & Multi-Year Capital Plan; Volume 2, Page 138	People's Transportation Plan Bond Program

Track Record/Monitor

The DTPW Project Manager responsible for monitoring this contract is Juan Santandreu, (305) 375-1306, juan.santandreu@miamidade.gov.

Background

The design-build agreement with NV2A was approved by the Board on July 18, 2023 pursuant to Resolution No. R-698-23 for \$66,827,578.70 and a term of 685 days to substantial completion. The project aims to modernize infrastructure, improve operations, and enhance safety at the Dadeland South Metrorail Station, a core transit hub. During design development and stakeholder coordination, several scope modifications were identified as essential to project success. These modifications are summarized below:

1. **Bus Chargers:** Integration of in-route chargers for the BRT fleet at the northern terminal of the South Corridor. Originally deferred to a future contract, inclusion now ensures seamless integration with station architecture, avoids redundant construction and generates long-term cost savings.
2. **BRT Service Area:** Reconfiguration to improve bus mobility, enhance driver safety and support independent bay arrivals and departures. This supplemental agreement only includes funding for the updated design. Once the design is approved, the project team shall negotiate the implementation cost and said cost will be presented in a subsequent change order.

3. **Escalator Replacement:** Consolidating escalator replacement under this project avoids duplicative construction, minimizes future station closures and frees approximately \$1.5 million under the original contract.
4. **North Entrance Modification:** Redesign of the Metrorail platform's north entrance to improve accessibility and egress from the drop-off/pick-up area. This supplemental agreement only includes funding for the updated design. Once the design is approved, the project team shall negotiate the implementation cost and said cost will be presented in a subsequent change order.
5. **West Isle Drive Modification:** Replacement, rather than pruning, of trees along West Isle Drive due to damage to existing asphalt. Trees will be replanted in locations consistent with the revised roadway alignment. This supplemental agreement only includes funding for the updated design. Once the design is approved, the project team shall negotiate the implementation cost and said cost will be presented in a subsequent change order.
6. **Local Bus Area Drainage:** Verification and maintenance of the existing drainage system to ensure long-term reliability and accurate as-builts.
7. **Video Surveillance Cards:** Installation of SDXC cards in CCTV units, per internal information technology requirements, to ensure recording continuity during network outages.

Collectively, these scope modifications represent necessary, cost-effective enhancements that will ensure the Dadeland South Intermodal Station meets current operational standards, accommodates future transit needs, and delivers long-term value to the County and its residents.

Due Diligence

Pursuant to Resolution Nos. R-187-12, R-828-19 and R-1181-18, DTPW and the Strategic Procurement Department verified vendor responsibility, corporate standing, licensing, safety record and compliance with applicable regulations. No adverse findings were identified.



Jimmy Morales
Chief Operating Officer

Memorandum



Date:

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

I respectfully request that the following item be placed on the October 9 or 21, 2025, meeting agenda of the Board of County Commissioners:

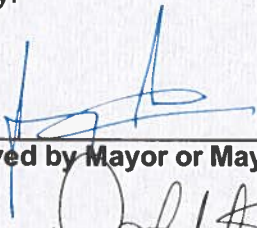
RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO DESIGN-BUILD AGREEMENT FOR THE DADELAND SOUTH INTERMODAL STATION UNDER PROJECT NO. DB21-DTPW-03 (CONTRACT NO. CIP207-DTPW19-DB)

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.

The need for this supplemental agreement arises from essential scope modifications identified during the design phase and through coordination with key stakeholders. These modifications are vital to the functionality, safety, and long-term viability of the station. Furthermore, this work must be completed concurrently with elements of the original scope that are on the project's critical path. Failure to expedite this agreement risks delaying necessary improvements included in the base contract.

Given the importance of these additions, prompt approval of Supplemental Agreement No. 1 is imperative. Any delay could disrupt construction progress and result in schedule impacts and potential cost increases. Timely action is therefore requested to ensure the successful delivery of this critical transportation infrastructure project for Miami-Dade County.

Please process this item notwithstanding the potential applicability of the Three- or Four-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
Eugene Love, Agenda Coordinator

MDC005



MEMORANDUM

(Revised)

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

DATE: November 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

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)(1)
11-4-25

RESOLUTION NO. R-1068-25

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO DESIGN-BUILD AGREEMENT BETWEEN NV2A GROUP, LLC AND MIAMI-DADE COUNTY FOR THE DADELAND SOUTH INTERMODAL STATION FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, UNDER PROJECT NO. DB21-DTPW-03, CONTRACT NO. CIP207-DTPW19-DB, INCREASING THE MAXIMUM CONTRACT AMOUNT TO \$73,791,202.10 AND INCREASING THE TERM TO 949 CALENDAR DAYS FOR SUBSTANTIAL COMPLETION PLUS 56 CALENDAR DAYS TO FINAL COMPLETION, EXCLUDING CONTINGENCY TIME OF 75 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; AUTHORIZING THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM (PTP) FUNDS FOR THIS PROJECT WHICH WAS ADDED TO THE PEOPLE'S TRANSPORTATION PLAN IN JANUARY 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 between NV2A Group, LLC and Miami-Dade County for the Dadeland South Intermodal Station for the Department of Transportation and Public Works, under Project No. DB21-DTPW-03, Contract No. CIP207-DTPW19-DB, increasing the maximum contract amount to \$73,791,202.10 and increasing the term to 949 calendar days for substantial completion plus 56 calendar days to final completion, excluding contingency time of 75 calendar days which excludes the warranty

administration period; authorizing the use of People’s Transportation Plan (PTP) Bond Program funds for the Department of Transportation and Public Works for this project, which was included in the FY24-25 Adopted Capital Budget and the FY20-25 Five-Year Implementation Plan of the PTP; and authorizing the County Mayor or County Mayor’s designee to execute same and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez** , who moved its adoption. The motion was seconded by Commissioner **Natalie Milian Orbis** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of November, 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "B. Libhaber", is written over a horizontal line.

Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 1 TO THE
DESIGN-BUILD SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND NV2A GROUP LLC.

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 NV2A Group, LLC., hereinafter referred to as the "Design-Builder".

WITNESSETH

WHEREAS, Miami-Dade County (County) on October 10, 2023, entered into a Design-Build Services Agreement with the Design-Builder, to provide Design-Build Services for the Department of Transportation and Public Works Projects, Contract Number CIP207-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, increasing the contract amount by \$6,963,623.40 to the DESIGN-BUILD SERVICES FEE, AND CONTINGENCY ALLOWANCE ACCOUNTS, and grant a total of 264 non-compensable calendar days, for the additional scope of work as outlined below:

ARTICLE 5 – THE PROJECT

Refer to Article 5 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 ~~Six Hundred and Eighty-Five (685)~~ Nine Hundred and Forty-Nine (949) calendar days to Substantial Completion plus Fifty-Six (56) calendar days to Final Completion, excluding contingency time of Seventy-Five (75) calendar days which excludes the warranty administration period.

ARTICLE 10 – BASIS OF COMPENSATION

Refer to Article 10 and amend as follows:

- 10.1 DESIGN-BUILD SERVICES FEE: MDC agrees to pay the DESIGN-BUILDER, and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Agreement, the amount computed under this Section called the "Design-Builder's Fee". The Design-Builder shall separately invoice, be audited and compensated for services rendered upon presentation of proper invoices and backup documentation in accordance with Article 11 and Article 13, Part 13.9.5 of the Agreement.

10.1.1 Percentage of Construction Cost - NOT APPLICABLE

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	\$57,551,924.00 \$63,882,490.73
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The aggregate fixed sum for all payments to the DESIGN-BUILDER for Design-Build Services authorized on this Project shall be in accordance with Technical Specifications, Division I – General Requirements - Schedule of Values.

10.2 CONTINGENCY ALLOWANCE ACCOUNTS.

This Project is a design-build services agreement for the design-build of a facility on public property; therefore, an Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account, computed as 10% of the design-related and construction-related portions of the compensation, will be used by MDC for unforeseen conditions necessitating additional design and construction, resulting in additions to the design-build services fee.

The sum of the COUNTY Contingency Allowance Accounts is as follows:

Contingency Allowance on Engineering and Design: (10% of Engineering and Design)	\$369,911.80 \$480,425.31
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Contingency Allowance on Construction: (10% of Construction)	\$5,385,280.60 \$5,907,823.76
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TOTAL CONTINGENCY ALLOWANCE:	\$5,755,192.40 \$6,388,249.07
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ARTICLE 12 – SCOPE OF SERVICES

Refer to Article 12 and amend as follows:

12.1 SCOPE OF SERVICES: The scope of services consists of design-build services for the Project, which will include, but not be limited to: full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, Construction, and all related services as fully specified in the Design Build Criteria Package.

The Project shall include furnishing all labor, equipment, materials, testing, and construction quality control, for final acceptance by DTPW of the Project components. In addition to furnishing and installation, the Design-Build Firm shall be responsible for the design, permitting, integration, acceptance and testing, providing documentation (manuals) and warranties, commissioning, and training (as required). The Design-Build Firm shall provide all the necessary investigations including site investigations, surveys, geotechnical investigations, and utility locates; be responsible for coordinating with utility agencies/owners (UA/Os) for the required utility adjustments and/or relocations; conducting all contamination remediation and mitigation activities; and conducting all safety and security related activities to obtain Safety Certification for the Project from the DTPW Office of Safety and Security. Refer to Exhibit 1 for a detailed description of the Scope of Services and special requirements for the Project.

The Project includes the design and construction of several canopies to provide better weather protection for individuals on the BRT platform, between the Station's west side entrance and the Datan Center and parking garage. Metrorail platform and connecting elements between the Metrorail platform and the drop-off/pick-up area; the reconfiguration of the drop-off/pick-up area north of the station for easier vehicular and pedestrian access; the design and construction of an at-grade bike path connection to connect the County's Underline project and the South Dade Trail (adjacent to the Transitway); improvements throughout the Station to the existing amenities such as

facility technologies, barrier and security systems, bicycle amenities, lighting, landscape and hardscape elements, climate control systems, wayfinding signage, and vertical circulation elements: Metrorail guideway structural and drainage improvements; and site improvements to adjacent roadways, signalized intersections and the surface park-and-ride lot north of the station area. The Project is targeting LEED for Transit Stations "Silver"-level certification.

Refer to Design Criteria Package of the RDBS for the full Scope of Services, latest version.

The project will involve the reconfiguration of the BRT service area, which includes several key components:

- The design and construction of bus chargers at the BRT platform, complete with a designated FPL transformer.
- Installation of a fire suppression system and a new fire line service connection.
- Replacement of escalators #2 and #3.
- Modification of the Metrorail platform's north entrance from the drop-off/pick-up area, which includes redesigning and reconfiguring the existing stairs.
- Addition of advanced video surveillance technology.
- Reconfiguration of the West Isle access roadway alignment.

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: Brad H Rinzler
Brad H Rinzler
NV2A Group LLC

NV2A GROUP, LLC
(Corporate Seal)

By: Gilberto Neves
Gilberto Neves
President & CEO
NV2A Group LLC





Memorandum



Date: October 23, 2025

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

From: Javier A. Betancourt, Executive Director

Re: CITT AGENDA ITEM 7B:

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO DESIGN-BUILD AGREEMENT BETWEEN NV2A GROUP, LLC AND MIAMI-DADE COUNTY FOR THE DADELAND SOUTH INTERMODAL STATION FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, UNDER PROJECT NO. DB21-DTPW-03; CONTRACT NO. CIP207-DTPW19-DB, INCREASING THE MAXIMUM CONTRACT AMOUNT TO \$73,791,202.10 AND INCREASING THE TERM TO 949 CALENDAR DAYS FOR SUBSTANTIAL COMPLETION PLUS 56 CALENDAR DAYS TO FINAL COMPLETION, EXCLUDING CONTINGENCY TIME OF 75 CALENDAR DAYS WHICH EXCLUDES THE WARRANTY ADMINISTRATION PERIOD; AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN; AND AUTHORIZE THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM (PTP) FUNDS IN THE AMOUNT OF **\$6,963,623.40** FOR THIS PROJECT WHICH WAS ADDED TO THE PEOPLE'S TRANSPORTATION PLAN IN JANUARY 2020 (**DTPW-BCC LEGISLATIVE FILE NO. 251965**)

On October 22, 2025, the CITT voted (11-1) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 25-019. The vote was as follows:

Mary Street, Esq., Chairperson – Aye
Hon. Peggy Bell, 1st Vice-Chairperson – Aye
Meg Daly, 2nd Vice-Chairperson – Aye

Omar K. Bradford, Esq. – Aye
Harry Hoffman – Nay
David Marin – Aye
Robert Ruano – Aye
Robert Wolfarth – Aye

Qjuezari Harvey – Aye
Kenneth Kilpatrick – Aye
Miguel Murphy – Aye
Paul J. Schwiep, Esq. – Aye

c: Bruce Libhaber, Assistant County Attorney