

Date: October 16, 2017

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

ALL for.

From: Alejandro Martinez-Esteve, R.A., LEED AP
Chief, Capital Improvements Division
Department of Transportation and Public Works

Subject: Notice of Construction Engineering & Inspection (CEI) Services:
DTPW Project No. 20160236
Project No. E17-DTPW-02
Request for Proposals (RFP) for CEI Services for Various Traffic Signals and Signs and Street Lighting projects for the Department of Transportation and Public Works Projects.

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. E17-DTPW-02, RFP for CEI services for Various Traffic Signals and Signs and Street Lighting projects for the Department of Transportation and Public Works Projects; DTPW Project No. 20160236.** Department of Transportation and Public Works (DTPW), Capital Improvements staff has evaluated the subject project and recommends a 30% measure for SBE-AE based on the project scope and applicable requirements. The cost estimate for this project is approximately **\$3,000,000.00**. 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 two (2) non-exclusive Professional Services Agreements (PSA) to provide CEI services required for contract administration and inspection for Various Traffic Signals and Signs and Street Lighting Projects.

If any additional information is needed, please call me at (305) 375-2097, or James P. Ferreira, P.E. at (305) 375-3267.

AM/am

Attachments (2)

C: Laurie Johnson, ISD/SBD Frank Aira, P.E., DTPW James Ferreira, P.E., DTPW
Eddy Etienne, ISD/SBD Julio Navarro, DTPW Oscar Rubio, P.E., DTPW
Julie Whiteside, ISD Bassam Moubayed, DTPW Alfredo Munoz, P.E., DTPW
Jhonnatan Escalante ISD/SBD File

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

RPQ 20160236

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

From: Alejandro Martinez-Esteve, R.A., LEED AP
Chief, Capital Improvements Division
Department of Transportation and Public Works

Date: Monday, October 16, 2017

Department: Transportation and Public Works (DTPW)

Contract Type: Construction Engineering & Inspection (CEI) Services (2 consultants)

DTPW Project No.: 20160236; ISD Project No. E17-DTPW-02

RPQ No.: 20160236

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

Project Title: CEI Services for Various Traffic Signals & Signs and Street Lighting Projects

Estimated Project Cost: \$3,000,000.00

Funding Source: Secondary Gas Tax
General Fund

Method of Award: Lump Sum

RPQ Title: CEI Services for Various Traffic Signals & Signs and Street Lighting Projects

Scope of Work: See Attached Exhibit A

RPQ 20160236

CEI Consultant Selection: Technical Certification Categories:

	CEI Services for Various Traffic Signals & Signs and Street Lighting Projects		
17.00	Engineering Construction Management (Prime)	15%	\$409,091.00
3.10	Highway Systems – Lighting (Prime)	15%	\$409,091.00
3.11	Highway Systems – Signalization (Prime)	15%	\$409,091.00
13.00	General Electrical Engineering	15%	\$409,091.00
3.05	Highway Systems – Traffic Counts	5%	\$136,364.00
3.07	Highway Systems – Traffic Signal Timing	10%	\$272,727.00
3.08	Highway Systems – Intelligent Transportation Systems Analysis, Design and Implementation	10%	\$272,727.00
3.09	Highway Systems – Signing, Pavement Marking, and Channelization	5%	\$136,364.00
8.00	Telecommunication Systems	5%	\$136,364.00
11.00	General Structural Engineering	5%	\$136,364.00
		100%	\$2,727,273.00

Comments:

- 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.
- 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.
- Technical Certification category 17.00, 3.10, and 3.11, 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:
 - TC 3.05 Highway Systems – Traffic Counts: 5%
 - TC 3.07 Highway Systems – Traffic Signal Timing: 10%
 - TC 3.09 Highway Systems – Signing, Pavement Markings and Channelization: 5%
 - TC 8.00 Telecommunication Systems: 5%
 - TC 11.00 General Structural Engineering: 5%
 - Total: 30%

RPQ 20160236

- CWP
- DBE Subcontractor Goal

Reason for Recommendation:

Staff has met with SBD who advised that a sufficient number of SBE A/E Firms have TC 3.05 (Highway Systems – Traffic Counts), TC 3.07 (Highway Systems – Traffic Signal Timing), TC 3.09 (Highway Systems – Signing, Pavement Markings and Channelization), TC 8.00 (Telecommunication Systems), and TC 11.00 (General Structural Engineering). Therefore, a 30% SBD-AE goal is recommended by DTPW.

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: 30% SBE-AE Goal.

Scope of Work History Summary – Subcontracting Opportunities:

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

- TC 3.05 Highway Systems – Traffic Counts
- TC 3.07 Highway Systems – Traffic Signal Timing
- TC 3.09 Highway Systems – Signing, Pavement Markings and Channelization
- TC 8.00 Telecommunication Systems
- TC 11.00 General Structural Engineering

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

Similar Projects previously submitted for SBD Action: N/A

Exhibit A

Scope of Construction Engineering and Inspection (CEI) Services for Various Traffic Signals and Signs and Street Lighting projects for the Department of Transportation and Public Works Projects

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

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 contractor or 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 contractor or 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 contractor or Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the contractor or 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 contractor or Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the contractor or 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 contractor or Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
 17. Provide oversight review on review of contractor or 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 contractor or 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 or Design-Builder.
 22. Coordinate and host weekly construction meetings to address the current status of the contractor or 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 contractor or 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 or Design-Builder'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 contractor or Design-Builder has obtained necessary permits.
4. Review contractor or 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. Contractor or 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 contractor or 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 contractor or 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 contractor or 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 contractor or 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 punch list.
17. Ensure all closeout documentation is received from the contractor or 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 contractor or 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's 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 Contractor.
 - D. Request Contractor changes and/or modify project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Contractor 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 Designer, 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.