



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 N.W. 21 St. Miami, FL 33142 T 305.637.3277 F 305.637.3283

www.mdxway.com

OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING

AGENDA

TUESDAY, MARCH 26, 2019

4:30 PM

I. CALL TO ORDER

II. DECLARATIONS OF VOTING CONFLICTS

III. PUBLIC COMMENT

IV. ACTION ITEMS:

A) Approval of Summary Minutes:

- **Operations, External Communications and Inter-Governmental Committee Meeting of February 26, 2019**

B) MDX Procurement/Contract Number ITB-19-02; MDX Work Program No. 83629.060; Construction Services for NW 82nd Ave. Reconstruction, Midway Pump Station Conveyance Phase II and NW 7th Street Connection (Estimate \$4,560,000 Estimate)

- **Approval to Reject all Bids and Re-advertise**

C) MDX Work Program No. 83611 SR 836/I-95 Interchange Improvements

- **Endorsement of an Interlocal Agreement (ILA) with Miami-Dade County to Facilitate the Construction of the 83611 Project and for MDX to construct a Temporary Parking Lot.**

D) MDX Procurement/Contract Number RFP-19-01; MDX Work Program No. 92404.030 Design-Build Services for 107th Avenue

- **Approval to Advertise**

COMMITTEE MEMBERS

SHELLY SMITH FANO, CHAIR ■ JAMES A. WOLFE, P. E., VICE CHAIR

MARITZA GUTIÉRREZ ■ ARTHUR J. MEYER

MAYOR CARLOS A GIMENEZ, MDX CHAIR

EX - OFFICIO MEMBER

LEONARD BOORD, MDX VICE CHAIR



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 N.W. 21 St. Miami, FL 33142 T 305.637.3277 F 305.637.3283

www.mdxway.com

OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING

AGENDA

E) Approval of lease to Miami-Dade County for MDX Parcel 836-600

F) Approval of Interlocal Agreement/Transportation Grant Funding between Florida International University and Miami-Dade Expressway Authority

V. INFORMATIONAL ITEMS:

A) MDX Work Program Monthly Status Report – February 2019

B) HNTB SBE/LB Utilization Report

C) EAC SBE/LB Utilization Report

D) MDX Contingency Release History Report

E) Procurement Report

VI. ANNOUNCEMENTS:

- Finance, Policy & Planning Committee Meeting, 4/4/19, 3:00 PM, William M. Lehman MDX Building – Board Room**
- Board Meeting 4/4/19, 4:00 PM, William M. Lehman MDX Building – Board Room**

VII. ADJOURNMENT

COMMITTEE MEMBERS

SHELLY SMITH FANO, CHAIR ■ JAMES A. WOLFE, P. E., VICE CHAIR

MARITZA GUTIÉRREZ ■ ARTHUR J. MEYER

MAYOR CARLOS A GIMENEZ, MDX CHAIR

EX - OFFICIO MEMBER

LEONARD BOORD, MDX VICE CHAIR

**MIAMI-DADE EXPRESSWAY AUTHORITY
 CONFLICT OF INTEREST REPORT
 OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING
 MARCH 26, 2019**

Below is a list of Primes and their Subcontractors/Subconsultants that are either: (i) currently participating under a Contract with MDX, (ii) pending approval to Contract with MDX, or (iii) pending approval to lease property from MDX and are the subject of an Action Item on today's Agenda. Board members shall consider each entity identified, inclusive of their principals, directors, officers, members/managers, partners... (as applicable) for any actual or potential conflicts of interest that require disclosure.

ACTION ITEM	PROCUREMENT/CONTRACT/LEASE	CONTRACTOR/CONSULTANT/LEASEE/OWNER	SUBCONTRACTOR/SUBCONSULTANT
IV. B	MDX Procurement/ Contract Number: <u>ITB-19-02</u> MDX Work Program No.: <u>83629.060</u> MDX Project/Service Title: <u>Construction Services for NW 82nd Ave. Reconstruction, Midway Pump Station Conveyance Phase II and NW 7th Street Connection</u>	SEE ATTACHED LIST OF RESPONDENTS	
IV. C	MDX Procurement/ Contract Number: <u>N/A</u> MDX Work Program No.: <u>83611</u> MDX Project/Service Title: <u>SR 836/I-95 Interchange Improvements</u>	SEE ATTACHED LIST	



ITEM IV. B
OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING
LIST OF RESPONDENTS

MDX PROCUREMENT/CONTRACT NO.: JTB-19-02
MDX WORK PROGRAM NO.: 83629.060

MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR NW 82nd AVENUE RECONSTRUCTION,
MIDWAY PUMP STATION CONVEYANCE PHASE II, NW 7 ST CONNECTION

Respondents	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
American Pipeline Construction, LLC 10117 SW 5th Street Miami, Florida 33174 Andres Luna Managing Partner Phone: 786-236-5019 Email: aluna@american-pipeline.com	47-1966508	Andres Luna (M/P) Leonel L. Garcia (M/P)	Construct Group Corp.	65-1119942	Juan Quesada Jr. (D/P) Jorge I. Pulles (E.VP/S/D)
			Guaranteed Fence, Corp.	20-0414525	Jorge Gomez(PD) Maydel Gomez (S)
			Halley Engineering Contractors, Inc.	20-4804098	Daniel I. Halley (PD) Ignacio Halley (CEOD) Susana Herrera (VPST) Alejandro A. Halley (EVPD) Michael A. Halley (SVPD)
			Road Runner Striping Technologies Inc.	56-2663962	Jeniffer Ruiz (DP) Damian D. Lopez (DVP)
			S.S.L. Corp.	46-1247834	Joel A. Bartuste (P) Edilberto Obregon (VP) Arnaldo Texidor (D)
Community Asphalt Corp. 9675 NW 117th Avenue, Suite 108 Miami, Florida 33178 Manuel Aguiar Corporate Vice President Phone: 786-418-3489 Email: maguiar@cacorp.net	59-2023298	Edward Johnston (CFO) Manuel Aguiar (C.VP) Andrea Trelles (AST.S) Tina Laws (AST.S) Paul Suellentrop (EX.VP) Maureen Merrick (AST. S) Arturo Agullo Jaramillo (D) Ignacio Martinez Esteban (D) Jose Emilio Pont Perez (D) Cesar F. Pereira (S) Ashok R. Patel (CEO)	Barreiro Concrete Corporation	65-0012126	Americo Barreiro (CEO/PST) Guilhermina Barreiro (CFO)
			Guaranteed Fence, Corp.	20-0414525	Jorge Gomez(PD) Maydel Gomez (S)
			Hahn Construction Engineering Contractors, Inc.	65-0629829	Michael Hahn (PD) Maureen Hahn (STD)
			Highway Striping, Inc.	26-2717557	Julio C. Nieto (P)
			Knight Property Management, Inc.	59-2744178	Edward Knight (DP)
			Maytin Engineering Corp.	36-4509634	Rolando Jorge Maytin (P) Rolando Maytin Sr. (VP)
			S.S.L. Corp.	46-1247834	Joel A. Bartuste (P) Edilberto Obregon (VP) Arnaldo Texidor (D)



ITEM IV. B
OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING
LIST OF RESPONDENTS

MDX PROCUREMENT/CONTRACT NO.: JTB-19-02
MDX WORK PROGRAM NO.: 83629.060

MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR NW 82nd AVENUE RECONSTRUCTION,
MIDWAY PUMP STATION CONVEYANCE PHASE II, NW 7 ST CONNECTION

Respondents	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
Condotte America Inc. 10790 NW 127th Street Miami, Florida 33178 Andres G. Mendoza President Phone: 305-670-7585 Email: amendoza@condotteamerica.com	65-0012669	Andres G. Mendoza (DP) Luciano Logiudice (DVPTCFO) Jorge Miranda (DSVP) Brent Marley (VPD) Laura Diaz (AST.SEC)	American Pipeline Construction, LLC	47-1966508	Andres Luna (M/P) Leonel L. Garcia (M/P)
Florida Engineering and Development Corp. 12076 NW 98 Avenue Hialeah Gardens, Florida 33018 Jose Vega President Phone: 305-820-8333 Email: jose@floridaengineering.net	83-0345690	Jose Vega (P) Elina Reyes (VPS) Omar A. Medina (VP)	Barreiro Concrete Corporation Gomez & Son Fence Corp. Halley Engineering Contractors, Inc.	65-0012126 20-4804098	Americo Barreiro (CEO/PST) Guilhermina Barreiro (CFO) Caridad Gomez (P) Daniel I. Halley (PD) Ignacio Halley (CEOD) Susana Herrera (VPST) Alejandro A. Halley (EVPD) Michael A. Halley (SVPD)
			P & J Stripping Inc.	26-3413934	Pedro A. Bermudez (P) Jackeline M. Bermudez (VP)
			R & D Electric, Inc.	61-1428335	Rafael Echarri (P) Daniel Echarri (VP)
Halley Engineering Contractors, Inc. 13901 NW118th Avenue Miami, Florida 33178 Daniel Halley President Phone: 305-883-0055 Email: dhalley@halleyeng.com	20-4804098	Daniel I. Halley (PD) Ignacio Halley (CEOD) Susana Herrera (VPST) Alejandro A. Halley (EVPD) Michael A. Halley (SVPD)	Hahn Construction Engineering Contractors Inc. S.S.L. Corp.	65-0629829 46-1247834	Michael Hahn (PD) Maureen Hahn (STD) Joel A. Bartuste (P) Edilberto Obregon (VP)



**ITEM IV. B
OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING
LIST OF RESPONDENTS**

**MDX PROCUREMENT/CONTRACT NO.: JTB-19-02
MDX WORK PROGRAM NO.: 83629.060**

**MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR NW 82nd AVENUE RECONSTRUCTION,
MIDWAY PUMP STATION CONVEYANCE PHASE II, NW 7 ST CONNECTION**

Respondents	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
H & R Paving, Inc. 1955 NW 110 Avenue Miami, Florida 33172 Abe Rodriguez Vice President Phone: 305-261-3005 Email: abe@hrpaving.com	59-1690152	Lucrecia Gonzalez (ST) Raul Gonzalez (P)	Downrite Engineering Corp. Highway Striping, Inc. S.S.L. Corp.	592591090 26-2717557 46-1247834	Samuel Lo Lue (PSTD) Julio C. Nieto (P) Joel A. Bartuste (P) Edilberto Obregon (VP)
JVA Engineering Contractor Inc. 6600 NW 32 Avenue Miami, Florida 33147 Jose M. Alvarez President Phone: 305-696-7902 Email: jma@jvaengineering.com	48-1277685	Jose M. Alvarez (D) Jose A. Alvarez (MGR) Maria N. Alvarez (MGR)	Arazoza Brothers Corporation Guaranteed Fence, Corp. P & J Striping Inc. R & D Electric, Inc.	65-0031332 20-0414525 26-3413934 61-1428335	Alberto Arazoza (PSD) Eduardo Arazoza (VDT) Jorge Gomez(PD) Maydel Gomez (S) Pedro A. Bermudez (P) Jackeline M. Bermudez (VP) Rafael Echarri (P) Daniel Echarri (VP)
Lead Engineering Contractors, LLC 5201 Blue Lagoon Drive, Suite 590 Miami, Florida 33126 Mauricio Gonzalez President & CEO Phone: 305-615-3272 Email: mgonzalez@lead-ec.com	81-2774010	Mauricio Gonzalez (MGR)	American Pipeline Construction, LLC Road Runner Striping Technologies Inc. S.S.L. Corp.	47-1966508 56-2663962 46-1247834	Andres Luna (M/P) Leonel L. Garcia (M/P) Jeniffer Ruiz (DP) Damian D. Lopez ((DVP) Joel A. Bartuste (P) Edilberto Obregon (VP)



**ITEM IV. B
OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING
LIST OF RESPONDENTS**

**MDX PROCUREMENT/CONTRACT NO.: JTB-19-02
MDX WORK PROGRAM NO.: 83629.060**

**MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR NW 82nd AVENUE RECONSTRUCTION,
MIDWAY PUMP STATION CONVEYANCE PHASE II, NW 7 ST CONNECTION**

Respondents	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
Roadway Construction, LLC 12391 SW 130th Street Miami, Florida 33186 Silvio Rubi MGRM Phone: 786-8423952 Email: silvio@roadway-construction.com	45-4767314	Silvio Rubi (MGRM)	Concrete by M&J Inc. Guaranteed Fence, Corp. Halley Engineering Contractors, Inc. Highway Striping, Inc. S.S.L. Corp.	45-2498052 20-0414525 20-4804098 26-2717557 46-1247834	Jonathan Parra (VP/D) Robert Parra (P/D) Jorge Gomez(PD) Maydel Gomez (S) Daniel I. Halley (PD) Ignacio Halley (CEOD) Susana Herrera (VPST) Alejandro A. Halley (EVPD) Michael A. Halley (SVPD) Julio C. Nieto (P) Joel A. Bartuste (P) Edilberto Obregon (VP)
The Stout Group, LLC 10850 NW 138th street #3 Hialeah Gardens, Florida 33018 Joey Sanchez Manager Phone: 786-452-1481 Email: jsanchez@thestoutgroup.com	45-5312119	Yvette Zuluaga (MBR) Jose Sanchez (MNGR)	H & R Paving, Inc. P & J Striping Inc. S.S.L. Corp.	59-1690152 26-3413934 46-1247834	Lucrecia Gonzalez (ST) Raul Gonzalez (P) Pedro A. Bermudez (P) Jackeline M. Bermudez (VP) Joel A. Bartuste (P) Edilberto Obregon (VP)
V Engineering & Consulting Corp. 2929 SW 3rd Avenue, Suite 340 Miami, Florida 33129 Felix Valdes President Phone: 786-420-5950 Email: felix@veccorp.net	45-2696473	Felix Valdes (P)	American Builders Masters Corp. Palma Paving & Concrete Inc. Signal Technology and Installation Corporation	45-2400372 65-0977905 65-0850057	Jose Benitez (P) Isaac E. Palma (PD) Michael L. Abrams (PD) James Grenier (TRES) Odalis Rodriguez (SEC) Robert Perez (VP)



ITEM IV.C
OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING

MDX PROCUREMENT/CONTRACT NO.: N/A
MDX WORK PROGRAM NO.: 83611

MDX PROJECT/SERVICE TITLE: SR 836/I-395 INTERCHANGE IMPROVEMENTS

Prime	FEIN #	Principal(s)/ Officer (s)	Sub-Consultants / Sub-Contractors	FEIN #	Principal(s)/ Officer (s)
ARCHER WESTERN-DE MOYA JOINT VENTURE 4343 Anchor Plaza Parkway Suite 155 Tampa, Florida 33634	38-3993222		Cardno, Inc.	45-2663666	Lance Lairscey (DP) Susan Reibord (D) Jenifer Picard (DT) Julia Guynn (VPS) Craig Snyder (VP) Luke Dehayr (VP) Mike Lancioni (VP) Steve Howarth (VP) Steve Clay (VP) Joseph Procopio (VP) Brian McPherson (VP) Gretchen Thach (VP) Andrew Hill (Asst.VP) Tony Dimarino (Asst. VP) Sally Ryan (Asst. VP) John Feddock (Asst. VP) Travis Bix (Asst. VP) James Lloyd Douglass (Asst. VP) Joseph O'Connell (Asst. VP) Suean Clauson (Asst. VP) Annie Richter (asst. Sec.) Robert Tyler (Asst. VP) William Dickey (Asst. VP) Stephen Peck (Asst. VP) Daryl Thie (Asst. VP) Deborah Hill (Asst. VP) Douglas Stoker (Asst. VP) Stephanie Hudgins (Asst. VP) Keith Furukawa (Asst. VP) Michael Woods (Asst. VP) Robert Ramsey (Asst. VP) Lawrence Arcand (Asst. VP) Matthew Bourgeois (Asst. VP) James Herbert (Asst. VP) Michael Picha (Asst. VP)
ARCHER WESTERN CONSTRUCTION, LLC	27-0887868	Walsh construction Group, LLC (MGR) Matthew M. Walsh Daniel J. Walsh Matthew M. IV Walsh Sean C. Walsh Erin O. Gibbons Margaret H. Walsh Daniel P. Walsh Brian R. Walsh Timothy S. Gerken (T)			
THE DE MOYA GROUP, INC.	59-2629362	A J De Moya (VD) Alvaro De Moya (PD) Alisa De Moya (STD) Christopher H. De Moya (VD) Carli Bailey (Asst. Sec/ Asst. Treasurer)			
			Corven, Inc.	36-4685717	Stefano Tusa (P)
			Goal Associates, Inc.	46-4649215	Geoffrey A Lamptey (PD) Godfrey Lamptey (VPD)
			HDR, Inc.	47-0680568	Charles L. O'reilly (P/D) Jody K. Debs (S) Kathleen M P Heaney (T)
			Manuel G. Vera & Associates, Inc.	59-1741639	Maria T. Vera (PD) Manuel G. Vera Sr. (VDTS) Manuel G. Vera Jr. (EVPD)
			Metric Engineering, Inc.	59-1685550	Douglas K. Cauley (Executive VP) William R. Wages (Sr. VP) Dale Cody (Sr. VP) Isabel Garcia (T)

ITEM IV.C
 OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL COMMITTEE MEETING

MDX PROCUREMENT/CONTRACT NO.: N/A

MDX WORK PROGRAM NO.: 83611

MDX PROJECT/SERVICE TITLE: SR 836/I-395 INTERCHANGE IMPROVEMENTS

Prime	FEIN #	Principal(s)/ Officer (s)	Sub-Consultants / Sub-Contractors	FEIN #	Principal(s)/ Officer (s)
					Roberto A. Linares (Sr. VP) Amy Y. Wiwi (VP) Charles B. Fuller (VP) Edward J. Decresie (VP) Charles Stratton (VP) Waymon D. Burnett (VP) Victor M. Benitez (DCEO) Mariley Perez (DSCOO) William F. Sloup (VP) Carlos D. Rodriguez (VP) Manuel A. Benitez (DP) Ivonne Benitez (DAsst. T) Clifford Craig Carnes (VP) Veronica Benitez (D)
			Pevida Highway Designers, LLC.	81-1298871	Wilfredo Pevida (MGR)
			RS&H, Inc	59-2986466	David T. Sweeney (P/CEO/D) Leerie Jenkins Jr. (CD) E. Holt Graves (VP/CFO/T) Joseph N. Debs (D) John J. Bottaro (VPDS) Lisa M. Robert (VPD)
			Stantec Consulting Services, Inc.	11-2167170	Jeffrey P. Stone (D) Scott L. Murray (D) Gordon A. Johnston (P) Christopher O. Heisler (S) Daniel J. Lefavre (T)
			Universal Engineering Services, LLC.	82-3972306	Michael R. Gianatasio (MGR)

MIAMI-DADE EXPRESSWAY AUTHORITY (MDX)

**OPERATIONS, EXTERNAL COMMUNICATIONS AND INTER-GOVERNMENTAL
COMMITTEE MEETING**

TUESDAY, FEBRUARY 26, 2019

2:30 PM

WILLIAM M. LEHMAN MDX BUILDING

3790 NW 21ST STREET

MIAMI, FLORIDA 33142

SUMMARY MINUTES

Present Committee Members:

Shelly Smith Fano, Chair
James Wolfe, P.E., Vice Chair
Maritza Gutiérrez
Arthur J. Meyer

Absent Members:

Carlos A. Gimenez

Board Members Present:

Leonard Boord, MDX Vice Chair
Louis V. Martinez, Esq., MDX Treasurer

Staff:

Javier Rodriguez, P.E., Executive Director
Marie T. Schafer, CPA, Director of Finance/CFO
Juan Toledo, P.E., Director of Engineering
Steve Andriuk, Director of Toll Operations
Carlos M. Zaldivar, Esq., General Counsel
Helen M. Cordero, Manager of Procurement and Contract Administration
Francine Steelman, Esq., Associate General Counsel
Bernardo Escobar, Special Projects Manager
Jason Greene, Financial Controls and Budget Manager
Maria Luisa Navia Lobo, Board Secretary

Consultants:

Albert Sosa, HNTB (GEC-A)
Reynaldo Cortez, EAC, (GEC-B)
David Aron, CDM Smith
Yvette Holt, Holt Communications (GEC-B)
Esther Monson Aguirre (GEC-A)

CALL TO ORDER AND ROLL CALL

Committee Chair Smith Fano called the meeting to order at 2:32 p.m. Ms. Navia Lobo called the roll and announced a quorum was present of the OECI Committee.

Mr. Rodriguez recommended deferring Agenda item *IV. D MDX Procurement/Contract Number ITB-19-02; MDX Work Program No. 83629.060; Construction Services for NW 82nd Ave. Reconstruction, Midway Pump Station Conveyance Phase II and NW 7th Street Connection (Engineers Estimate \$4,556,652.43.*

Ms. Gutierrez moved to defer agenda item IV. D. Mr. Boord seconded the motion. The item was unanimously deferred.

DECLARATIONS OF VOTING CONFLICTS

No conflicts were declared.

PUBLIC COMMENT

Mr. David Capelli representing Smart Miami Team presented Transportation Camp Florida.

[the presentation is filed with the Board Secretary]

ACTION ITEMS

A) Approval of Summary Minutes

- Operations, External Communications and Inter-Governmental Committee Meeting of January 31, 2019

Ms. Gutierrez moved to approve the Summary Minutes for the January 31, 2019 meeting. Mr. Wolfe seconded the motion. The motion was unanimously approved.

B) Approval of lease extension to Miami-Dade County School Board for MDX Parcel 878-500-C

Mr. Greene introduced the item and informed Members that the School Board uses the parcel for school bus ingress and egress from SW 80th Street; for the staging of MDCPS buses; and for loading and unloading students riding the Metrorail. The original lease agreement was approved by the Board on September 22, 2009 for no consideration and was extended on February 28, 2014. The current term will expire June 30, 2019. The School Board has requested a five (5) year extension with one additional five (5) year renewal option under the same terms and conditions of the current lease.

Mr. Greene entertained questions from Members.

Ms. Gutierrez moved to approve the lease extension to Miami-Dade County School Board. Mr. Wolfe seconded the motion. The motion was unanimously approved

C) Approval of lease of MDX Parcels 11205-158/159

Mr. Green introduced the item and informed Members that lease Parcels 11205-158 are located at 3972 NW 36th Street; and Parcel 11205-159 are located at 3906 NW 36th Street. The Parcels were purchased as part of the MDX Project #11205 Interconnector to SR 112, which is not currently

funded for construction. On December 5, 2018, the Board approved advertising the Parcels for competitive bid. As required in the MDX Excess Property Leasing Policy, a market appraisal was completed that estimated the Property's current annual rental value as \$131,200. On December 10, 2018, the Property was advertised for competitive bidding. Although six parties had expressed interest and requested bid packages, only one sealed bid was received. The bid was for \$135,600 per year from RER Kalvest Investment, LLC located at 2020 Ponce de Leon Blvd. Suite 1106 Coral Gables, FL 33134 to operate a storage facility. The required 10% security deposit has been received.

Mr. Martinez moved to approve the lease for 11205-158/159. Mr. Boord seconded the motion. The motion was unanimously approved.

- D) MDX Procurement/Contract Number ITB-19-02; MDX Work Program No. 83629.060; Construction Services for NW 82nd Ave. Reconstruction, Midway Pump Station Conveyance Phase II and NW 7th Street Connection (Engineers Estimate \$4,556,652.43)
- Approval to deem five (5) Bidders non-Responsive; and
 - Endorsement for Board Approval of Contract Award to the lowest Responsive and Responsible Bidder, pending Bid Analysis and Compliance Review.

The item was deferred

- E) MDX Procurement/Contract Number ITN-19-01; MDX Express Transportation Services (\$1,050,000 Budget)
- Approval to Advertise

Mr. Toledo introduced the item and informed Members that the Miami-Dade Transportation Planning Organization (TPO) requested that MDX provide an express transportation service option along State Road (SR) 836 in coordination with their SMART Plan -East/West Corridor. MDX's Strategic Plan has prioritized the integration of innovative transportation alternatives on to the MDX System; and identified opportunities to use Express Technology (XT) Lanes along SR 836.

The service is expected to accommodate flexibility in schedule and to respond to demand. The service will be anchored at the west end at the Dolphin Park and Ride Station (Dolphin Station) located on the north side of NW 12th Street at NW 121st Avenue. Initially, the service will travel between Dolphin Station and a location in the Downtown Miami near the Overtown Transit Village. This route was chosen a pilot project based on the TPO's request; the availability of XT Lanes; and anticipated customer interest in this route. MDX has an available budget in Fiscal Year 2019 for this service. Ms. Smith Fano volunteered to be the Technical Evaluation Oversight Board Member. The item was thoroughly discussed.

Ms. Gutierrez moved to approve the advertisement and TEC composition. Mr. Boord seconded the motion. The motion was unanimously approved.

DISCUSSION ITEM

- A) MDX Communications/Outreach Plan

Mr. Rodriguez introduced a draft of the proposed Communication Outreach Plan. Ms. Gutierrez expressed the importance of addressing issues being faced by MDX.

Mr. Wolfe commented on the difference between public information and public relations. He asked how did the expenditures benefit the customer/user. He recommended focusing more on value of the projects and initiatives.

Ms. Smith Fano expressed the importance of identifying MDX Roads.

Mr. Boord commented a baseline was necessary and the importance of setting realistic goals.

The item was thoroughly discussed and staff was directed to bring back a Communications Plan within 60 days.

INFORMATIONAL ITEMS

- A) MDX Work Program Monthly Status Report – January 2019
- B) HNTB SBE/LB Utilization Report
- C) EAC SBE/LB Utilization Report
- D) MDX Contingency Release History Report
- E) Procurement Report

ANNOUNCEMENTS

- Board Meeting 2/26/19, 4:00 PM, William M. Lehman MDX Building – Board Room

ADJOURNMENT

The meeting was adjourned by Ms. Smith Fano at 3:40 p.m.

Minutes prepared by Maria Luisa Navia Lobo, Board Secretary.

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY
OPERATIONS, EXTERNAL COMMUNICATIONS AND
INTER-GOVERNMENTAL COMMITTEE MEETING
MARCH 26, 2019

AGENDA ITEM REPORT

Consent Regular Public Hearing

MDX PROCUREMENT/CONTRACT NO.: ITB-19-02
MDX WORK PROGRAM NO.: 83629.060
MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR NW 82ND AVE
RECONSTRUCTION, MIDWAY PUMP STATION CONVEYANCE PHASE II AND NW 7TH
STREET CONNECTION
(ENGINEER'S ESTIMATE \$4,560,000)

REQUESTED ACTION:

MOTION TO APPROVE:

- Rejection of all bids.
- Re-advertisement of the project with revised bid documents

SUMMARY EXPLANATION AND BACKGROUND:

On November 20, 2018, MDX released an Invitation to Bid (ITB) seeking bids from qualified contractors to provide construction services for the reconstruction of NW 82nd Avenue, the Midway Pump Station Conveyance Phase II, and NW 7th Street Connection (the "Project"). The latter two projects were designed by the County and are being procured and constructed on behalf of the County. On December 5, 2018, MDX held a Pre-Bid meeting to go over the requirements of the ITB, including the Prerequisite Criteria. Post the Pre-Bid Meeting, several Addenda were released, amongst other things, responding to Bidder's questions. The bid submittal deadline was set for January 8, 2019.

On the submittal deadline, eleven (11) bid packages were submitted. However, post 1/8/19, it was brought to MDX's attention that the Traffic Control Plans and associated quantities on the Midway Pump Station Conveyance Phase II and NW 7th Street Connection projects, requires the contractor to prepare a Maintenance of Traffic (MOT) plan that requires County review and approval. After reviewing the existing bid documents, it became apparent that the current documents create a potential uncertainty for the bidders regarding the development and pricing of the MOT and associated quantities for the Pump Station. Furthermore, if the documents are left status quo, the situation would create an inherent project delay for the development and review of the MOT plans. The uncertainty(s) could lead to increased pricing and safety issues for the community in the area and the travelling public as the development and the approval of the Traffic Control Plan create a delay in the project during the construction phase. As a risk mitigation measure and in an effort to reduce uncertainty and costs, Staff recommends preparing a revised bid package to offer additional clarity on the Traffic Control Plans and associated quantities for the Pump Station and re-bidding the project. It should be noted that the submitted bids were never opened and remain protected from public review if the project is rebid.

MDX PROCUREMENT/CONTRACT NO.: ITB-19-02
MDX WORK PROGRAM NO.: 83629.060
MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR NW 82ND AVE
RECONSTRUCTION, MIDWAY PUMP STATION CONVEYANCE PHASE II AND NW 7TH
STREET CONNECTION
(ENGINEER'S ESTIMATE \$4,560,000)

SMALL AND LOCAL BUSINESS PARTICIPATION:

The Contract includes a 15% Small Business participation requirement, as well as a 15% Local Business participation requirement.

MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:

This Project will complete the connection of NW 82nd Avenue and NW 7th Street anticipated by the construction of the FDOT Section 5 Project, which constructed bridges on SR 836 and SR 826 to facilitate the ultimate connections of the roadway network.

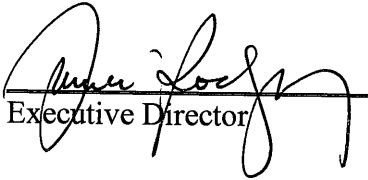
FISCAL IMPACT:

This project is funded in the MDX FY 2019-2023 Five Year Work Program for the work associated with NW 82nd Avenue, and by Miami-Dade County for the work associated with the Midway Pump Station and NW 7th Street.

EXHIBITS ATTACHED:

N/A

MDX PROCUREMENT/CONTRACT NO.: ITB-19-02
MDX WORK PROGRAM NO.: 83629.060
MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR NW 82ND AVE
RECONSTRUCTION, MIDWAY PUMP STATION CONVEYANCE PHASE II AND NW 7th
STREET CONNECTION
(ENGINEER'S ESTIMATE \$4,560,000)

Authorized by:  Executive Director 3/21/19
Date

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

Committee Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

OECI Chair, Shelly Smith Fano	____	____
	Yes	No
OECI Vice Chair, Jim Wolfe, P.E.	____	____
	Yes	No
Member Maritza Gutiérrez	____	____
	Yes	No
Member Arthur J. Meyer	____	____
	Yes	No
Board Chair, Mayor Carlos A. Gimenez	____	____
	Yes	No

Ex-Officio Member:

Board Vice Chair, Leonard Boord	____	____
	Yes	No

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY
OPERATIONS, EXTERNAL COMMUNICATIONS AND
INTER-GOVERNMENTAL COMMITTEE MEETING
MARCH 26, 2019

AGENDA ITEM REPORT

Consent Regular Public Hearing

MDX WORK PROGRAM NO.: 83611.030
SR 836/I-95 INTERCHANGE IMPROVEMENTS
INTERLOCAL AGREEMENT (ILA) BETWEEN MIAMI-DADE COUNTY AND MDX FOR
WORK RESTRICTIONS AND PARKING MODIFICATIONS AT 1401 NW 7TH AVENUE,
MIAMI-DADE COUNTY DEPARTMENT OF CORRECTIONS

REQUESTED ACTION:

MOTION TO ENDORSE:

- Interlocal Agreement between Miami-Dade County (MDC) and MDX for Work Restrictions and Parking Modifications at 1401 NW 7th Avenue., Miami-Dade County Department of Corrections.

SUMMARY EXPLANATION AND BACKGROUND:

MDX entered into Contract No. MDX-16-01 for Design-Build services for the reconstruction of SR 836 between 17th Avenue and I-95 (the "Project"). For the purposes of facilitating the Project improvements and providing a staging area for the Design-Build Team, MDX has negotiated with the County to acquire Permanent Easements (PE's) and Temporary Construction Easements (TCE's) for parcels owned by Miami-Dade County that are in proximity to the Project. (See, Exhibit No. 4) These parcels are currently being used by the Department of Corrections and Rehabilitation ("Department") for parking. As part of the Project, the Design-Build Team will provide a Replacement Parking Lot (see, Exhibit No. 3), immediately to the west of the Department's Facility. There will also be some permanent and short term impacts to the Department's employee parking lot, see Exhibit No. 2. The Replacement Parking Lot shall also be used by the Department for employee parking during construction activities within this lot. The ILA also documents various construction requirements and work restrictions necessary to facilitate construction activities adjacent to the Department's Facility. Once the ILA is executed, Miami-Dade County will convey the PE and TCE rights to MDX, see Exhibit No. 4.

MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:

This Interlocal Agreement will facilitate MDX's construction of the 83611.030 Project. Completion of the Project will substantially reduce the level of congestion in this area.

MDX WORK PROGRAM NO.: 83611.030
SR 836/I-95 INTERCHANGE IMPROVEMENTS
INTERLOCAL AGREEMENT (ILA) BETWEEN MIAMI-DADE COUNTY AND MDX
EASEMENTS AND PERMITS REQUIRED FOR THE PROJECT.

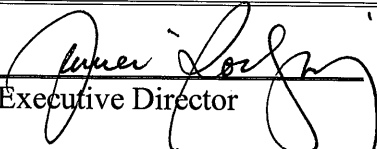
FISCAL IMPACT:

MDX is responsible for all costs associated with the implementation of this ILA. The construction of the Replacement Parking Lot is already included within the 83611.030 Project, and the PE's and TCE's will be provided to MDX by Miami-Dade County at no cost.

EXHIBITS ATTACHED:

- | | |
|----------------|--|
| Exhibit No. 1: | Existing Condition |
| Exhibit No. 2: | Corrections and Rehabilitation Department Parking Lot 4 |
| Exhibit No. 3: | Replacement Parking Lot |
| Exhibit No. 4: | Permanent and Temporary Easements |
| Exhibit No. 5: | Interlocal Agreement between Miami-Dade County and MDX (in substantially final form) |

MDX WORK PROGRAM NO.: 83611.030
SR 836/I-95 INTERCHANGE IMPROVEMENTS
INTERLOCAL AGREEMENT (ILA) BETWEEN MIAMI-DADE COUNTY AND MDX EASEMENTS
AND PERMITS REQUIRED FOR THE PROJECT.

Authorized by:  3/21/19
Executive Director Date

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

Committee Action:

Approved: _____ Yes _____ No

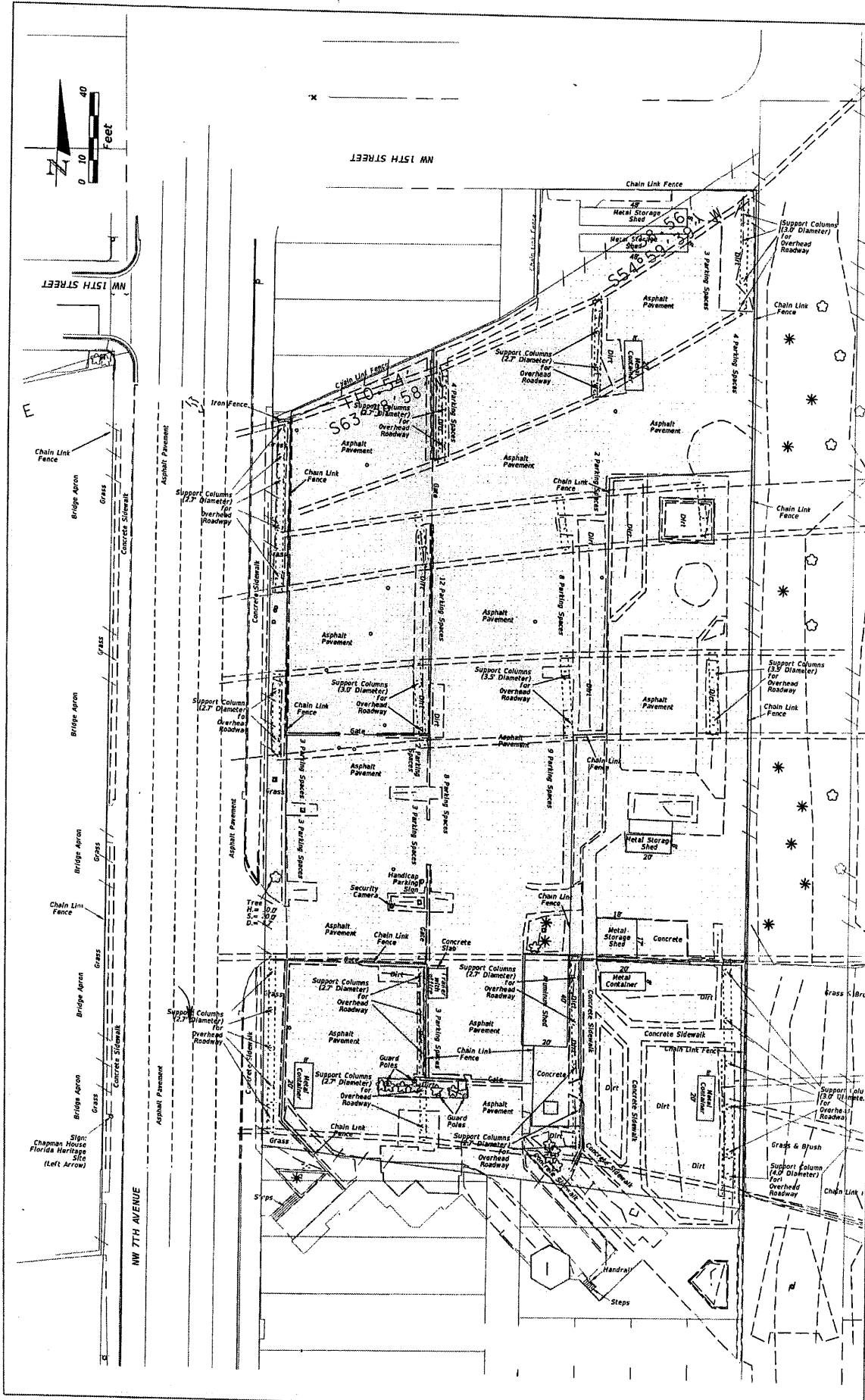
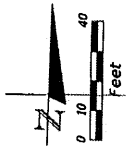
Vote: _____ Unanimous

Roll Call:

OECI Chair, Shelly Smith Fano	____	____
	Yes	No
OECI Vice Chair, Jim Wolfe, P.E.	____	____
	Yes	No
Member Maritza Gutiérrez	____	____
	Yes	No
Member Arthur J. Meyer	____	____
	Yes	No
Board Chair, Mayor Carlos A. Gimenez	____	____
	Yes	No

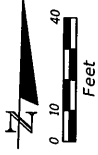
Ex-Officio Member:

Board Vice Chair, Leonard Boord	____	____
	Yes	No



STILES

STILES



- LEGEND**
- EXISTING COLUMN
 - PROPOSED COLUMN

NOTES:

1. THE EXISTING ENTRANCE (DRIVEWAY) OF THE FACILITY AND PARKING SPACES WILL BE ADJUSTED AND THE EXISTING DRIVEWAY WILL BE RELOCATED. ALL WORK SHALL BE COORDINATED WITH THE CORRECTIONAL DEPARTMENT OFFICIALS DURING DESIGN.

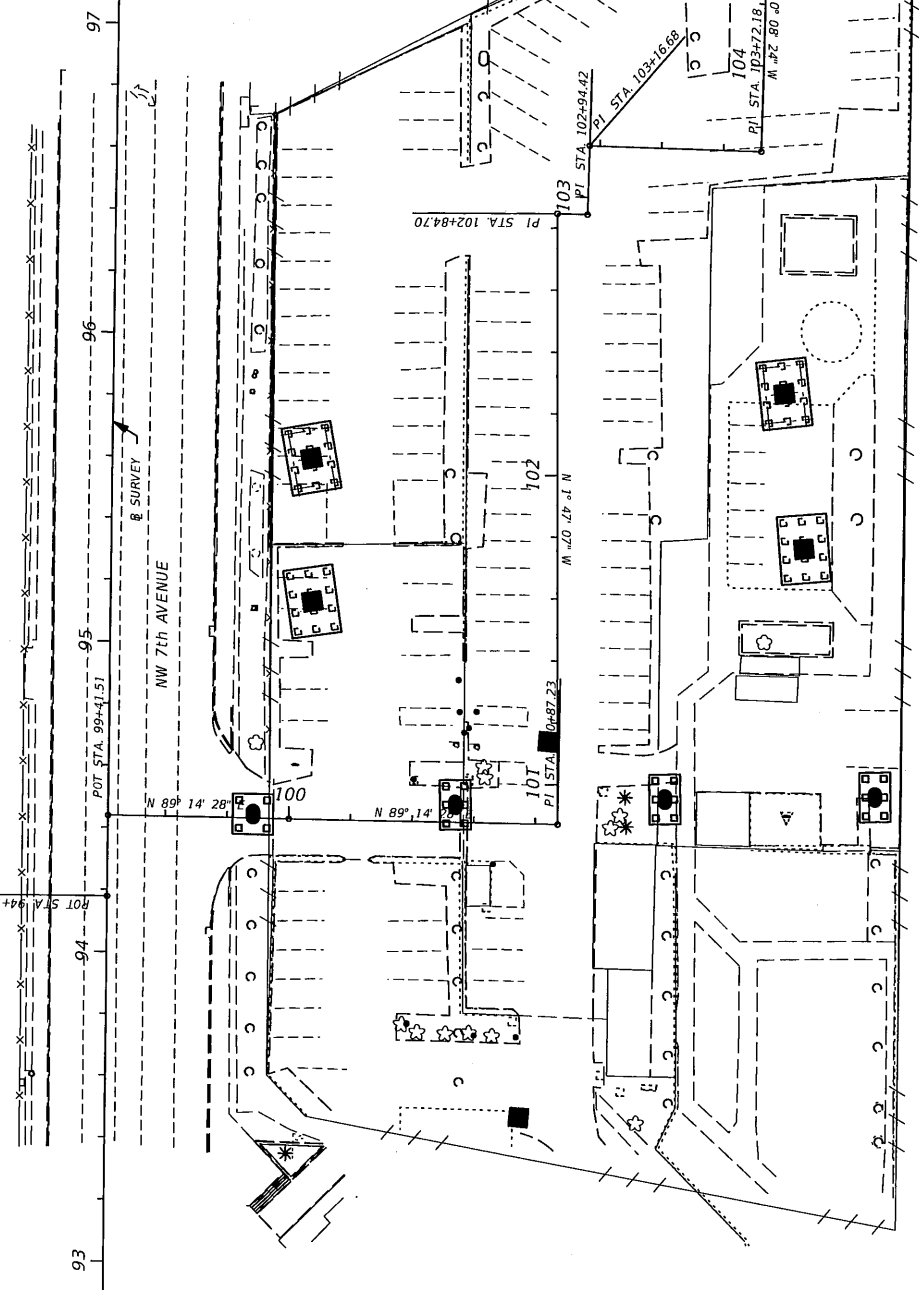


EXHIBIT 2

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA		CORRECTIONS AND REHABILITATION	
DEPARTMENT OF TRANSPORTATION		DEPARTMENT PARKING	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LOT 4
SR 836	MIAMI-DADE	MDX PROJ. No. 83671	
ROAD NO.	COUNTY	PROJECT NO.	

3/13/2019 8:28:38 PM c:\pwworkspace\pwworkspace\user\08078153\55666007\plan\08078153.dwg



MARYLADE EXPRESSWAY AUTHORITY

APPROVED BY: [Signature]
DATE: 1/19/2018

REVISIONS

DATE	DESCRIPTION
1/19/2018	ISSUE FOR PERMIT
1/16/2018	FINAL SUBMITTAL

DESIGNED BY: MADARYLADE EXPRESSWAY AUTHORITY
DRAWN BY: JAYMEZION
CHECKED BY: ROAD NO. COUNTY PROJ. NO.
AT/OT/AC: S.R. 836 MARYLADE 8361

DATE: 1/19/2018

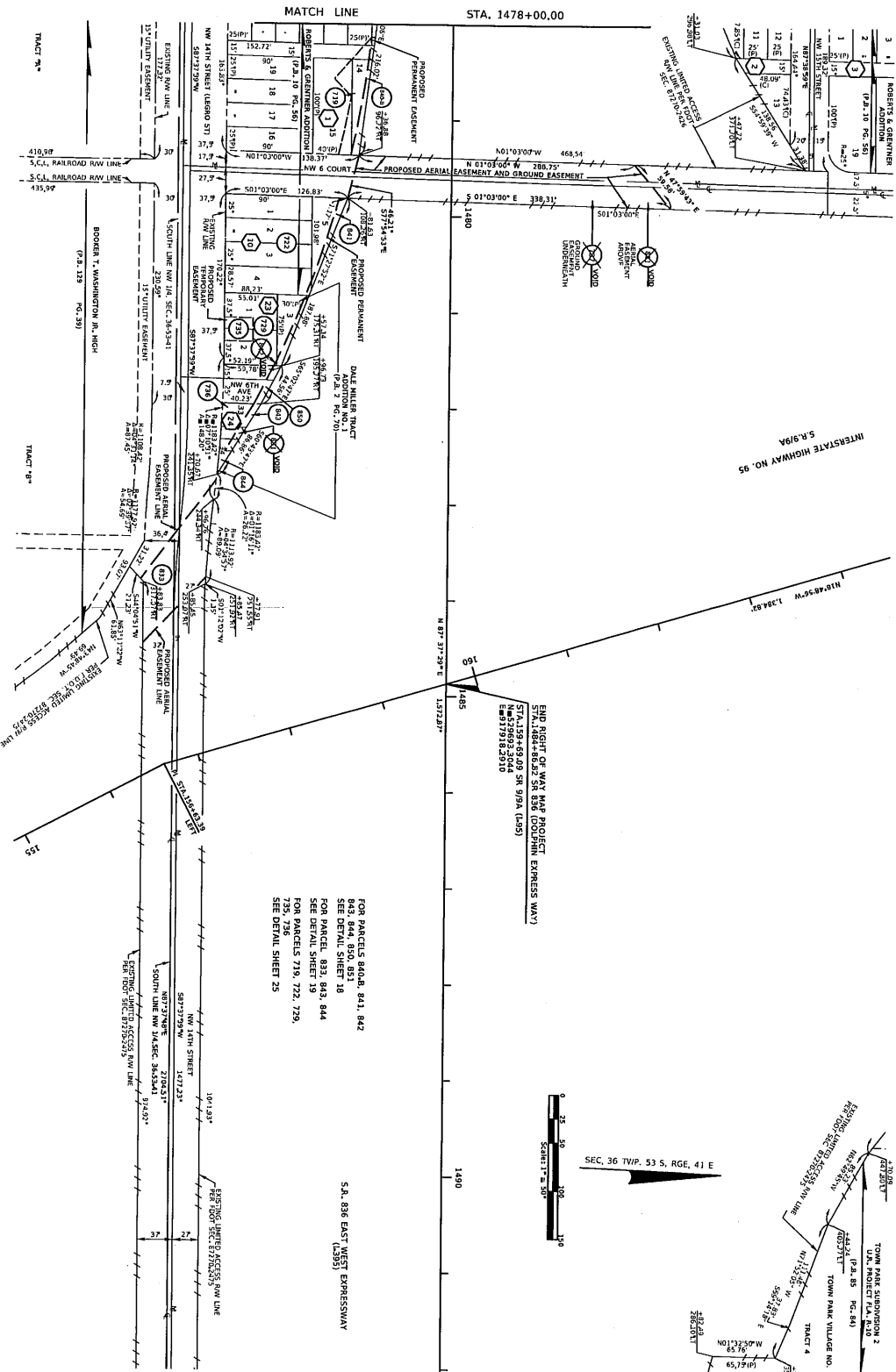
PROJECT NAME: STATE ROAD 836 / DOLPHIN EXPRESSWAY

SHEET NO. 11 of 29

RIGHT OF WAY MAP

THIS MAP IS NOT A SURVEY

DETAIL SHEET
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES.



END RIGHT OF WAY MAP PROJECT
STA. 1484+66.82 SR 836 (DOLPHIN EXPRESSWAY)
STA. 1439+69.09 SR 919A (I-95)
M.D. 836-003-004
M.D. 836-003-005
M.D. 836-003-010

FOR PARCELS 840B, 841, 842
843, 844, 850, 851
SEE DETAIL SHEET 18
FOR PARCEL 833, 843, 844
SEE DETAIL SHEET 19
FOR PARCELS 719, 722, 726,
728, 736
SEE DETAIL SHEET 25

S.R. 836 EAST WEST EXPRESSWAY
(I-95)



SEC. 36 TWP. 53 S, RGE. 41 E

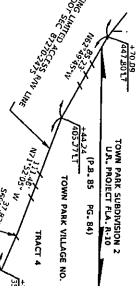


Exhibit 4

STATE ROAD 836 / DOLPHIN EXPRESSWAY
FROM: NW 17TH AVENUE; STA. 1430+10.41
TO: S.R. 919A (I-95); STA. 1484+66.82

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY

AND

MIAMI-DADE EXPRESSWAY AUTHORITY

FOR MDX Project No. 83611

Work Restrictions and Parking Modifications at 1401 NW 7th Avenue, Miami, FL 33136

This Interlocal Agreement (the "Agreement") is made and entered into on this ____ day of _____ 2019 ("Effective Date") by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida and Miami-Dade County Expressway Authority ("MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida. The parties are hereafter collectively referred to as "the Parties."

RECITALS:

WHEREAS, the purpose of this Agreement is to establish the terms and conditions upon which MDX will utilize certain property located at 1401 NW 7th Avenue, Miami, FL 33136, which is owned by the County, to design and construct a temporary parking lot to be used by the County's Women's Detention Center during MDX's State Road No. 836 (Dolphin Expressway) Project "Project"; and MDX use of certain temporary and permanent easements to be granted for County property to facilitate MDX's Dolphin Expressway Project; and

WHEREAS, the County owns fee simple title to the parcels of land listed in Exhibit "4" that were developed with a facility referred to as the Women's Detention Center located at 1401 NW 7 Avenue, Miami, Florida 33136 and operated by the Miami-Dade County Corrections and Rehabilitations Department (the "County Property"), which is adjacent to the Dolphin Expressway and which is to be used by MDX during the Project as a temporary construction staging area; and

WHEREAS, MDX is making improvements to the Dolphin Expressway that requires the use of portions of the MDX Property, as shown in the project sketches attached to this Agreement as Exhibit "1" and Exhibit "2"; and also requires the temporary and permanent use of portions of the County Property, as shown in the project sketches attached to this Agreement as Exhibit "3" and Exhibit "4"; and

WHEREAS, the following County parcels are located within the boundaries of the County Property: 719, 722, 729, 735, and 736 ("Parcels") shown on Exhibit "4" and described in Folio Numbers 01-3136-031-6290, 01-3136-031-6731, 01-3136-035-0040, 01-3136-035-0460, 01-3136-031-6250, and 01-3136-031-6270 (collectively, "Women's Detention Center Employee Parking Lot"); and

WHEREAS, pursuant to the terms of this Agreement, MDX will be granted access and allowed to utilize the Parcels that currently serve as one of the parking lots for the Miami-Dade County Women's Detention Center; and

WHEREAS, in order to make up for the temporary loss of parking on the MDX and County Property, MDX will construct a surface parking lot on the County Property identified by Folio Numbers 01-3135-019-0870, 01-3135-019-0880, 01-3135-019-0890, 01-3135-019-0900, 01-3135-019-0910 (collectively, the "Replacement Parking Lot" Exhibit "3"); and

WHEREAS, the Parties agree that it is in the best interest of each party for MDX to undertake and to complete all aspects of the Replacement Parking Lot, including but not limited to, the design, construction, construction inspection, utilities, permits, easements and other associated tasks; and

WHEREAS, the Parties further agree that is in the best interest of each party to enter into this Agreement in order to allow MDX to construct and complete the Project including the Replacement Parking Lot necessitated by and to facilitate the Project.

NOW, THEREFORE, the County and MDX, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, receipt of which is acknowledged agree as follows:

1. Incorporation of Recitals

The above recitals are incorporated as though fully set forth herein.

2. Project Construction Activity

The following terms shall apply to MDX's construction activities within the Parcels on behalf of its Dolphin Expressway Project as well as MDX's construction of the Replacement Parking Lot necessitated by and to facilitate the Project:

- a. MDX shall be responsible for obtaining all permits with all County departments and agencies as required.
- b. MDX shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of MDX, its contractors, agents, or any other person or entity acting on its behalf, with respect to the design and construction of the Project or the Replacement Parking Lot.
- c. During the construction phase of the Dolphin Expressway Project, and at all times before Final Acceptance by MDX, MDX shall be responsible for staying within the Parcel limits and maintaining all adjacent side streets and areas utilized by MDX in an appropriate and safe state of repair. MDX shall be solely responsible for the personal safety of its employees, invitees, or any other person entering the Parcels and in

connection with the Replacement Parking Lot, as well as any equipment or materials installed or brought into such areas.

- d. MDX shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by MDX or its contractors, and shall obtain and deliver to the County “releases” or waivers of liens from all parties doing work on or about the Parcels and the Replacement Parking Lot, along with an affidavit from MDX stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed. MDX shall obtain all necessary permits and approvals required in accordance with applicable state, federal and local laws.
- e. Prior to commencing any construction and/or repairs to the Parcels, or any structure or improvements on or about the Parcels and for the Replacement Parking Lot, MDX shall obtain and deliver to the County, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs. Said payment and performance bonds shall be in favor of the County, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the Replacement Parking Lot and that portion of the Dolphin Expressway Project cost directly related to the Parcels, or any addition thereto, or in instance of repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name the County as an obligee on the multiple obligee rider attached to the payment and performance bond and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as to the Corrections and Rehabilitation Department. MDX shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 055.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of MDX’s work within the Parcels and until the Replacement Parking Lot has been delivered to the County. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$200,000.00.
- f. Upon completion of the Replacement Parking Lot, MDX shall submit to the County final as-builts plans, and an engineering certification that construction of the Replacement Parking Lot was completed in accordance with the plans.

3. Procurement of Replacement Parking Lot Services

MDX shall have sole control and responsibility for the procurement, award and administration of the Project and the Replacement Parking Lot which is necessitated by and to facilitate the Project, which will be in accordance with MDX procurement policies and procedures, provided that all such procurement procedures meet all applicable state, federal and local requirements regarding construction.

MDX has adopted a Small Business Participation Policy for its procurements. Businesses that meet the requirement for the MDX Program are those meeting the requirements of the Small Business Enterprise-A&E (SBE-A&E) and Small Business Enterprise-Construction (SBE-Con) Programs operated and administered by Miami-Dade County as codified in Miami-Dade County Code of Ordinances, Part III, Chapter 2, Section 2-10.4.01 and Chapter 10, Section 10-33.02, respectively. MDX will satisfy its Small Business participation goals as outlined in MDX Contract No. 83611.

4. Conditions of Agreement during Construction

a. Notification prior to commencement of Construction. The Design-Build Firm (Contractor) shall notify the Corrections and Rehabilitation Department one month prior to beginning of construction.

The following persons identified are hereby designated as the personnel authorized to receive notification, make day to day decisions, and otherwise represent the parties in connection with this agreement. Any change in these persons shall be notified in writing to the other party:

Eugenio Raposo
Construction Manager 3, CGC, PMP
Construction Management Division
Miami Dade Corrections and Rehabilitation Department
2525 NW 62nd Street, Suite 3269
Miami, Florida 33147
(786) 263-6407 Office
(305) 753-6714 Cell
ER02@miamidade.gov

And

Eduardo Villavicencio
Division Chief Construction Management Division
Miami Dade Corrections and Rehabilitation Department
2525 NW 62nd Street, Suite 3269
Miami, Florida 33147
(786) 263-6220 Office
(305) 646-8898 Cell
Evi11@miamidade.gov

5. Work Restrictions

a. Neither MDX nor its contractors, agents, or employees, shall prevent access to the Women's Detention Center and Employee Parking Lot delivery bay, except during restrictions as listed in b) below.

b. Access to and circulation within the Women's Detention Center and Employee Parking Lot (Exhibits "1" and "2") may be limited during certain construction activities, specifically the erection of beams and other overhead activities. These construction activities will be restricted to nighttime operations only and with prior notification two weeks in advance of said construction activities. The hours of operations requiring lane closures on NW 7th Avenue shall be coordinated with the maintaining agency. The hours of operations requiring temporary closure of the entrance to or affecting circulation within the Women's Detention Center Employee Parking Lot area shall be coordinated with the points of contact listed in Section 4.

c. At no time will the Women's Detention Center and Employee Parking Lot be closed during construction except for access into and out of the facility as noted in b) above.

6. Parking Modifications

a. The Design-Build Firm shall coordinate with the Department of Corrections regarding the existing Women's Detention Center and Employee Parking Lot prior to and during design and construction. All fencing, gates, pavement, drainage, lighting, pavement markings and security equipment impacted by the construction shall be replaced based on the Corrections Department requirements. The parking stalls permanently impacted by the proposed construction (pier locations) are not required to be replaced. The fencing shall be as per the Department of Corrections direction (including barbed wire, gates, and height of fence). There are existing features that shall remain including but not limited to sheds, electrical equipment, and security equipment. Exhibit "1" entitled Corrections and Rehabilitation Department Existing Condition shows the existing facilities that may be impacted during construction in the vicinity of the proposed pier locations. The Design-

Build Firm shall coordinate with the Corrections Department to mitigate any impacts based on the final alignment, pier locations and construction means and methods to be used.

b. The Design-Build Firm shall maintain the existing layout and circulation pattern of the Women's Detention Center and Employee Parking Lot (Exhibit "1"). The existing entrance along NW 7th Avenue is to be shifted to accommodate the proposed SR 836 EB piers. The SR 836 EB widening shall use straddle bents or other structural types to allow the proposed entrance location as shown on Exhibit "2" entitled Corrections and Rehabilitation Department Parking Lot 4 Proposed Conditions, which shows the proposed pier locations, the existing features in the background and shows a detail of the SR 836 widening showing a straddle bent pier, which allows in the final configuration, vehicle access between the pier columns.

c. The Design-Build Firm shall design and construct an alternative parking lot as shown on the Exhibit "3" entitled Replacement Parking Lot for Corrections and Rehabilitation Department within the area located at the northwest quadrant of NW 7th Avenue and NW 14th Street for use by the Department of Corrections during the construction activities within the Women's Detention Center and Employee Parking Lot and during the use of Parcels 719, 722, 729, 735 and 736 as a staging area. The Design-Build Firm shall scrape away the top soil to a depth of 9 inches, lightly compact the surface, place 9 inches of #5 course aggregate, spread 3 inches of #8 to fill in the top void, and finish with vibratory plate compacting the surface. Parking bumpers shall be used to delineate the parking stalls. (See Exhibit "3" entitled Replacement Parking Lot for Department of Corrections.) The Design-Build firm shall coordinate with the Department of Corrections for the type of fencing and lighting to be constructed. Type of fencing and lighting shall be per Department of Correction's requirements (including barbed wire, gates, and height of fence). The intent of the alternative parking lot is to replace lost parking due to construction activities, and is not intended to replace the entire Women's Detention Center and Employee Parking Lot parking which will remain open during construction.

d. The Design-Build Firm shall coordinate with the Department of Corrections prior to construction for the use of Parcels 719, 722, 729, 735 and 736 to the east of the Women's Detention Center, as a staging area to facilitate the construction of the proposed improvements. If required, the contractor shall expand the Replacement Parking Lot to maintain an equal or greater amount of parking spaces based on the following criteria:

The Replacement Parking Lot shall be provided by the Design-Build Firm at all times during construction activities, and shall provide a number of parking spaces equal to or greater than the sum of parking spaces within the Women's Detention Center and

Employee Parking Lot impacted by construction activities plus the number of spaces being impacted by construction staging activities on parcels 719, 722, 729, 735 and 736.

7. Cost

MDX shall be responsible and liable for all costs associated with implementing the requirements of this Agreement, and the County shall not be responsible for any costs or expenses unless specifically set forth herein.

8. Liability and Insurance

MDX shall ensure that its contractors and consultants (1) maintain, at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; (2) provide contractual indemnity to both MDX and the County; and further, (3) name the County and its Board of Commissioners as an additional insured on all requisite liability insurance certificates for the Project.

9. Indemnification

To the extent and within the statutory limits provided in Florida law MDX agrees to indemnify, defend, save and hold harmless Miami-Dade County within the limits of Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of MDX's negligence, or breach of this Agreement by MDX, its agents, employees, or contractors.

MDX accepts and shall be responsible for any and all liability for any and all claims or causes of action of whatsoever nature arising out of MDX's design and construction of the Project, and MDX shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of MDX, its contractors, agents, or any other person or entity acting on its behalf, with respect to the work performed in connection with the Project.

Should the Project be discontinued or abandoned by MDX after construction has commenced, as evidenced by all construction activity toward completion of the MDX construction activities having ceased for a period of twelve months or more, then the County may elect at its option to have MDX restore all County owned areas disrupted by such construction, at the sole cost and expense of MDX. MDX shall commence such repair and restoration within 60 days of the written request by the County.

10. Dispute Resolution

The Parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.

11. Effective Date

This Agreement shall become effective on the Effective Date.

12. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. Amendment of Agreement.

This Agreement may only be amended by mutual agreement of the Parties and expressed in writing and executed and delivered by each.

14. Notices

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

- a. To MDX: Miami-Dade Expressway Authority
Javier Rodriguez, P.E., Executive Director
3790 NW 21st Street
Miami, Fl. 33142

- b. To County: Eduardo Villavicencio
Division Chief Construction Management Division
Miami-Dade Corrections and Rehabilitation Department
2525 NW 62nd Street, Suite 3269
Miami, Fl. 33147

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

15. No Third Party Beneficiaries to this Agreement

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement, or (c) be construed as a waiver of the sovereign immunity of the parties hereto under Florida Statute Section 768.28.

16. Entire Agreement

This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

17. Governing Law

This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or related to this Agreement shall lie exclusively in Miami-Dade County, Florida.

18. Joint Preparation

The language agreed to herein expresses the mutual intent and agreement of the Parties and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

19. Time of the Essence

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the County and MDX have executed this Agreement on the dates set forth below their respective signatures.

(OFFICIAL SEAL)

ATTEST: HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____

Deputy Clerk

By: _____

Carlos A. Gimenez, Mayor

Date: _____

Approved for legal sufficiency:

Assistant County Attorney

Witnesses:

Signature: _____

Print name: _____

Signature: _____

Print name: _____

**MIAMI-DADE EXPRESSWAY
AUTHORITY**, a body politic and
corporate, a public instrumentality, and an
agency of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

**Approved as to legal form and sufficiency
by MDX General Counsel**

By: _____

Carlos Zaldivar

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on _____ by _____, as _____ of Miami-Dade Expressway Authority, a body politic and corporate, a public instrumentality, and an agency of the State of Florida, on behalf of the Authority. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires _____

[SEAL]

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY
OPERATIONS, EXTERNAL COMMUNICATIONS AND
INTER-GOVERNMENTAL COMMITTEE MEETING
MARCH 26, 2019

AGENDA ITEM REPORT

Consent Regular Public Hearing

MDX PROCUREMENT/CONTRACT NO.: RFP-19-01
MDX WORK PROGRAM NO.: 92404-107.030
MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR NW 107TH AVENUE
FROM NW 138TH STREET TO NW 166TH STREET

REQUESTED ACTION:

MOTION TO APPROVE:

- Advertisement of a Request for Proposal (RFP) procurement process for the selection of a qualified Design-Build Firm.
- Technical Evaluation Committee composition
- Proposal Evaluation Criteria

SUMMARY EXPLANATION AND BACKGROUND:

Staff is requesting Committee approval to advertise a Request for Proposals (RFP) for the selection of a qualified Design-Build Firm to provide design and construction services for the NW 107th Avenue Improvements project from NW 138th Street to NW 166th Street.

Pursuant to an Interlocal Agreement and subsequent amendment, MDX partnered with Miami-Dade County, the City of Hialeah, and the City of Hialeah Gardens, to develop, design and construct NW 107th Avenue between NW 138th Street and NW 170th Street (the "Project"). MDX will procure and manage the construction the Project.

Miami-Dade County, the City of Hialeah, and the City of Hialeah Gardens are solely responsible for obtaining the right-of-way needed to construct the Project; and Miami-Dade County is solely responsible for the costs and expenses to develop, design and construct the Project. Upon completion of the Project, Miami-Dade County will own, operate and maintain NW 107th Avenue..

Florida's Turnpike Enterprise ("Turnpike") has a separate project to construct a new interchange between the Homestead Extension of Florida's Turnpike (HEFT) and NW 170th Street, which has been developed in coordination with the Project. The Turnpike's project will construct the north portion of NW 107th Avenue beginning just north of the NW 107th Avenue and NW 166th Street intersection.

MDX PROCUREMENT/CONTRACT NO.: RFP-19-01
MDX WORK PROGRAM NO.: 92404-107.030
MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR NW 107TH AVENUE
FROM NW 138TH STREET TO NW 166TH STREET

Pending Municipal Project Components

Miami-Dade County has determined that it is advantageous and cost effective to include the construction of a canal adjacent to the Project. A separate agreement is being prepared to include this work in the MDX Project. Miami-Dade County will be solely responsible for the costs and expenses related to the development, design and construction of the canal. Upon completion of the Project, Miami-Dade County will also own, operate and maintain the canal.

Additionally, as part of the Project, the City of Hialeah has determined that it is advantageous and cost effective to include the construction of water and sewer infrastructure required to meet future demands for properties within the Project area. A separate agreement is being prepared to include this water and sewer work in the MDX Project. The City of Hialeah will be solely responsible for the costs and expenses related to the development, design, and construction of the water and sewer work. Upon completion of the Project the City of Hialeah will also own, operate and maintain the water and sewer infrastructure.

Staff is also requesting Committee approval of the Technical Evaluation Committee composition and the Proposal Evaluation Criteria.

The advertisement for the Project services will occur after Miami-Dade County, the City of Hialeah, and the City of Hialeah Gardens have secured right-of-way and funding necessary to construct the Project.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Staff recommends meeting the Small Business Participation goals established by the County pursuant to the Interlocal Agreement between Miami-Dade County, The City of Hialeah, the City of Hialeah Gardens and the Miami-Dade Expressway Authority dated April 28th, 2017.

TECHNICAL EVALUATION COMMITTEE:

A Technical Evaluation Committee (TEC), comprised of qualified individuals able to review and evaluate the technical proposals, is required for this project. Staff recommends the following composition:

- MDX Board Member - Oversight
- MDX Director of Engineering
- MDX Assistant Director of Engineering
- Miami-Dade County Representative

MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:

This Project will enhance mobility within the area of the MDX SR 924 Extension West to the Homestead Extension of Florida's Turnpike Project; and help to facilitate future traffic demands in the area resulting from the anticipated development.

MDX PROCUREMENT/CONTRACT NO.: RFP-19-01
MDX WORK PROGRAM NO.: 92404-107.030
MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR NW 107TH AVENUE
FROM NW 138TH STREET TO NW 166TH STREET

FISCAL IMPACT:

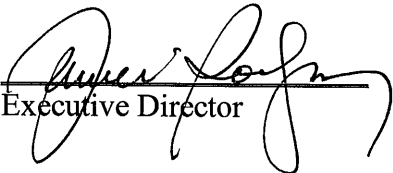
Miami-Dade County is solely responsible for the costs and expenses associated with the Project's development, design, construction and long-term maintenance of the NW 107th Avenue roadway and canal components of the Project. Additionally, the City of Hialeah will be solely responsible for the costs and expenses associated with the Project's development, design, construction and long-term maintenance of the water and sewer infrastructure component of the Project.

There are no Fiscal Impacts to MDX's Work Program as a result of this Project.

EXHIBITS ATTACHED:

Exhibit 1 - Proposal Evaluation Criteria.

MDX PROCUREMENT/CONTRACT NO.: RFP-19-01
MDX WORK PROGRAM NO.: 92404-107.030
MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR NW 107TH AVENUE
FROM NW 138TH STREET TO NW 166TH STREET

Authorized by:  3/21/19
Executive Director Date

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

Committee Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

OECI Chair, Shelly Smith Fano	<u> </u>	<u> </u>
	Yes	No
OECI Vice Chair, Jim Wolfe, P.E.	<u> </u>	<u> </u>
	Yes	No
Member Maritza Gutiérrez	<u> </u>	<u> </u>
	Yes	No
Member Arthur J. Meyer	<u> </u>	<u> </u>
	Yes	No
Board Chair, Mayor Carlos A. Gimenez	<u> </u>	<u> </u>
	Yes	No

Ex-Officio Member:

Board Vice Chair, Leonard Boord	<u> </u>	<u> </u>
	Yes	No

MDX PROCUREMENT/CONTRACT NO.: RFP-19-01
MDX WORK PROGRAM NO.: 92404-107.030
MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR NW 107TH
AVENUE FROM NW 138TH STREET TO NW 166TH STREET

Proposal Evaluation Criteria

MDX will review the Technical Proposals received in response to the Solicitation Documents and determine if Proposers complied with the minimum Pre-Qualification Criteria by providing the required documentation, as described herein.

All Responsive Technical Proposals will be reviewed, evaluated, scored and ranked by the Technical Evaluation Committee (“TEC”) using the Evaluation Criteria as described below. Also, the TEC may consider past performance evaluations completed by MDX, Miami- Dade County and/or FDOT in its evaluation of each Technical Proposal.

The Technical Proposals will be evaluated and scored utilizing the following Evaluation Criteria (1000 POINTS MAXIMUM):

- | | |
|---|------------|
| 1. Approach and Understanding of the Project..... | 250 Points |
| 2. Proposer’s Staffing and Experience | 250 Points |
| 3. Construction Methods | 250 Points |
| 4. Schedule..... | 250 Points |

Maximum Score 1000 Points

1. Approach and Understanding of the Project (250 points)

The Proposer shall demonstrate its understanding of the Scope of Services and the Design and Construction Criteria. A comprehensive plan describing the proposed approach, capabilities, and means to accomplish the tasks in the Scope of Services should be addressed. The plan must also address all significant design, permitting, construction issues, constraints, and mitigating strategies for each.

The Proposer shall present a coordination plan demonstrating an understanding of the coordination requirements of the Project. The coordination plan shall address at a minimum, coordination with the following groups:

- MDX Management Team;
- Permitting/Environmental Agencies;
- Utility Owners;
- Local Governments.

The Proposer must also provide a comprehensive internal coordination plan that demonstrates an effective and efficient interface between the design and the construction functions.

2. Proposer’s Staffing and Experience (250 points)

The Proposer shall submit a staffing plan, which illustrates the key elements of the organizational

structure proposed to accomplish the management, technical design, construction and administrative services required.

Describe the staffing plan and demonstrate how the staff proposed for the Project possesses sufficient experience and credentials to perform the Work being proposed for the Project. In addition, the staffing plan must demonstrate each individual's availability for the duration of the Project. The Staffing Plan must detail the role of the Subconsultants and Subcontractors proposed for the Project.

Describe the Proposer's and individual team member's successful experience with similar Design-Build activities in the following areas:

- Proposer and individual team member's leadership and areas of responsibility;
- Proposer and individual team member's internal coordination plan;
- Proposer and individual team member's commitment and history of a quality project completed on time and within budget.

Demonstrate that the Proposer has the capability of providing the necessary amount of qualified personnel and equipment required to accomplish the Work within the Project schedule.

The Proposer must provide a description of how the Scope of Services will be accomplished including the following:

a. Management Practices and Approach:

The Design-Build Firm shall demonstrate good project management practices while working on the Project. This shall include, but is not limited to, communication with MDX, Miami-Dade County Department of Transportation and Public Works, Miami-Dade County Department of Regulatory and Economic Resources, permitting agencies, utility companies and other stakeholders.

Describe the general plan for meeting the management requirements of the Project. Include a description of the proposed methods for planning, organizing, scheduling, controlling and coordinating the total design, permitting, construction, inspection and testing effort. Identify the senior level staff members who will have management responsibility for:

- Design
- Construction
- Testing
- On-site Support
- Quality Control
- Documentation

- Safety

b. Proposed Personnel:

The Proposer shall specifically identify all proposed personnel and identify the roles of all key individuals.

All proposed personnel identified and assigned to the Project are being scored as part of the selection process and, as such, must be available for the duration of the assignment described at the percentage availability listed in the Proposal.

Provide detailed one (1) page resumes for all proposed personnel. In the event such proposed personnel are not employees of the Proposer, submit documentation of the contractual relationship. Describe the individuals' responsibilities on previous projects and their proposed responsibility on this Project.

c. Management Plan:

Credit will be given for a comprehensive Management Plan that illustrates the key elements of the organizational structure proposed to accomplish the management, technical design, construction, inspection and administrative services required, and effective peer reviews throughout all phases of the Project.

The Management Plan must include block diagram(s) showing the relationship among the Proposer, Subconsultants, Subcontractors and their suppliers. This diagram(s) must also show the proposed personnel of each organization.

The management plan must demonstrate to MDX that the Proposer has sufficient competent personnel and a satisfactory plan for carrying out the total design, permitting, construction, inspection and testing efforts.

d. Subcontracting Plan:

Submit a list of the Subconsultants, Subcontractors and suppliers to be used on the Project, and include the following:

- Name and address of each Subconsultant/ Subcontractor/ supplier,
- Experience within the last five (5) years for the discipline for which the Subconsultant/ Subcontractor/ supplier is being considered, and
- A statement indicating the name(s) of the Subconsultant/ Subcontractor/ supplier who will design and/or furnish and install each portion of the Work.

3. Construction Methods (250 points.)

The Proposer shall address construction methods that:

- Minimize disruption to traffic
- Minimize impacts to the environment
- Provides for worker safety
- Minimize impacts to nearby property owners

4. Schedule (250 points.)

The Project Schedule shall be submitted with the Technical Proposal. The Proposer shall provide a comprehensive and logical Critical Path Method (CPM) schedule that demonstrates the ability and commitment to minimize impacts, complete the Work, and include it as part of the appendices to the Technical Proposal.

Proper attention should be provided to the Project's critical path elements. The Project Schedule shall include all anticipated major milestones, phasing of associated activities, and coordination efforts. The Project Schedule must show work activities in sufficient detail to demonstrate a reasonable and workable plan to obtain Final Acceptance for the Project within the proposed duration.

The Project Schedule must meet all requirements of the General Specifications for Design-Build Section 8-1.2, Submission of Project Schedule. The Proposer will be evaluated based on the quality and completeness of the Project Schedule. The Project Schedule shall not reflect any Work before the date on which the NTP is anticipated to be received.

In addition, the Proposer's schedule shall allow for thirty (30) Calendar Days review time for MDX review of each design component submittal or resubmittal.

The minimum information to be included in the summary CPM schedule of anticipated major Milestones and their associated phasing shall be in accordance with the Scope of Services and Design and Construction Criteria.

Technical Proposal Evaluation

The scores provided by each TEC member will be totaled and then averaged to arrive at the Technical Scores.

PROPOSERS THAT DO NOT PROVIDE THE REQUIRED INFORMATION AND/OR DOCUMENTATION TO ADDRESS THE REQUIREMENTS DESCRIBED HEREIN SHALL NOT BE ELIGIBLE FOR EVALUATION.

In order for the Technical Proposal to be considered qualified and the Price Proposal opened, each Proposer shall receive a minimum Technical Score of seven hundred (700) points out of one thousand (1000) points.

Final Selection Procedure and Formula

The Price Proposals will be opened at a public meeting of the TEC after the tabulation of the Final Technical Scores, and the Adjusted Scores will be computed using the following formula:

$$\text{Adjusted Score} = \text{PP} / \text{FTS}$$

PP = Price Proposal Base Bid Price

FTS = Final Technical Score (Technical Score)

NOTE: THE ADJUSTED SCORE WILL BE CALCULATED BASED ON THE DESIGN-BUILD PRICE PROPOSAL TOTAL (INCLUDING DESIGN-BUILD TOTAL, INSURANCE AND CONTRACT BONDS AND CONTINGENCY).

The Adjusted Score shall be used solely for purposes of determining the Successful Proposer. The Successful Proposer will be the Proposer whose Adjusted Score is the lowest.

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY
OPERATIONS, EXTERNAL COMMUNICATIONS AND
INTER-GOVERNMENTAL COMMITTEE MEETING
MARCH 26, 2019

AGENDA ITEM REPORT

Consent Regular Public Hearing

**MOTION TO APPROVE A 10-YEAR LEASE TO MIAMI-DADE COUNTY'S DEPARTMENT
OF CORRECTION'S FOR PARCEL 836-600**

REQUESTED ACTION:

MOTION TO APPROVE:

- A ten (10) year lease with Miami-Dade County's Department of Corrections for Parcel 836-600. This is a rent-free, government lease with an Extended Lease option for an additional ten (10) years, at MDX's sole discretion.

SUMMARY EXPLANATION AND BACKGROUND:

The County Leased Parcel 836-600 (Leased Parcel) from FDOT prior to the FDOT and MDX Transfer Agreement. The FDOT/County lease has recently expired. The Leased Parcel lies under the SR 836 bridge at NW 7th Avenue and is used by the County's Corrections Department to park the Department's and its employees' vehicles and to secure access into the facility.

MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:

The Leased Parcels are not required by MDX for a public transportation purpose. By entering into this Lease, the County's Correction Department will have sufficient parking for vehicles; and the Department can continue to secure access to and egress from its facility.

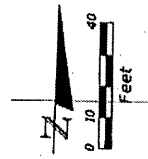
FISCAL IMPACT:

None.

EXHIBITS ATTACHED:

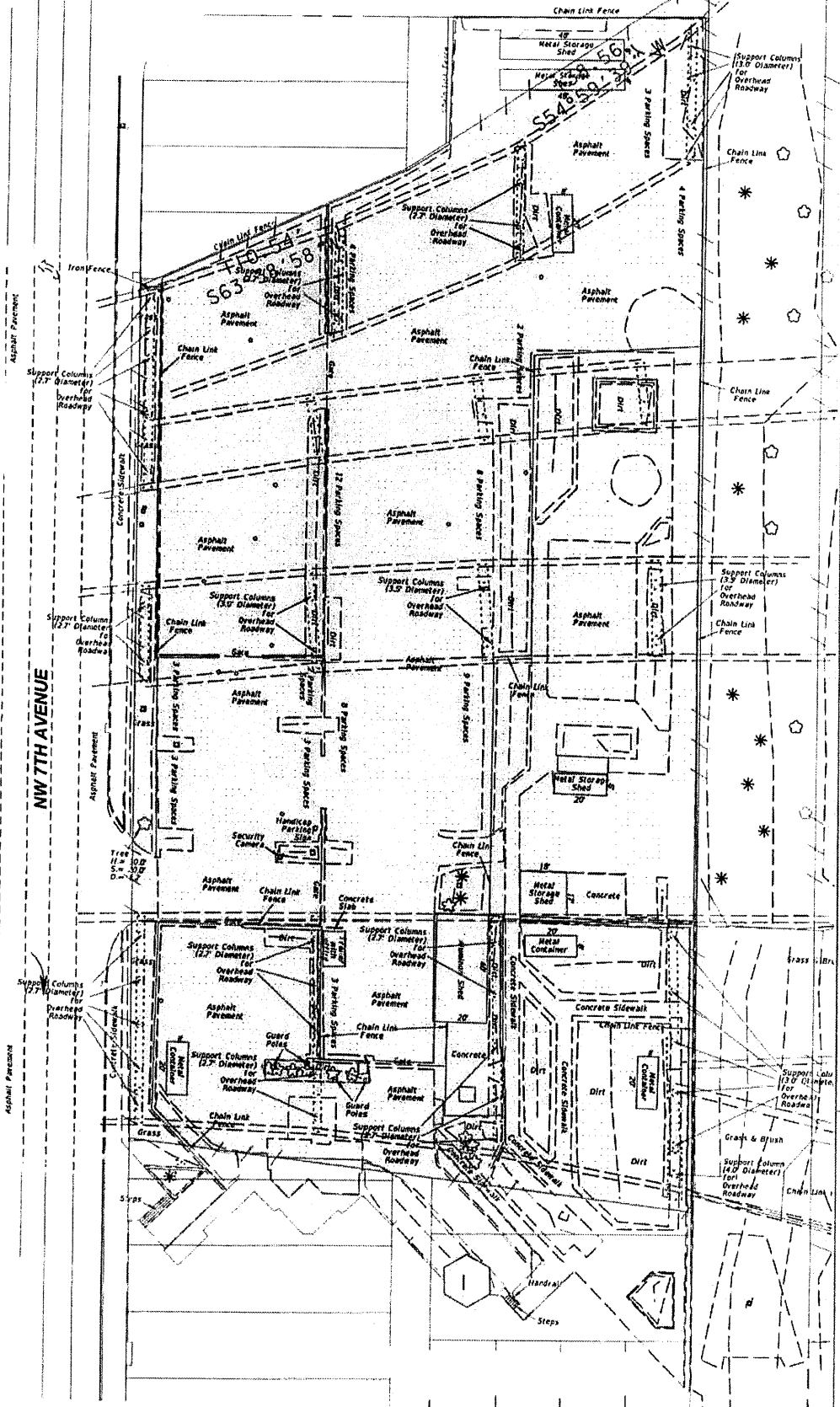
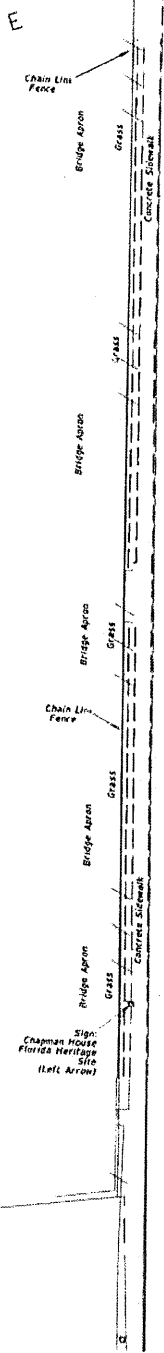
Exhibit A.: Location Plan

Exhibit B.: Lease Agreement (In substantially Final Form).



NW 15TH STREET

NW 15TH STREET



SHEET NO.	EXHIBIT 1 CORRECTIONS AND REHABILITATION DEPARTMENT LOCATION PLAN		
	MIAMI-DADE EXPRESSWAY AUTHORITY	COUNTY	MIAMI-DADE
PROJECT	MDX	ROAD NO.	836
		MDX Parcel No.	836-800
IN ASSOCIATION WITH:			

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 201_ (the "Effective Date") by and between the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, a public instrumentality and an agency of the State of Florida (the "Lessor" or "MDX") and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Lessee" or "County"). Lessor and Lessee may be hereinafter collectively referred to as the Parties.

WITNESSETH

WHEREAS, the Florida Department of Transportation ("FDOT") is the owner of that certain parcel of property referred to as Parcel 836-600 as described in Exhibit "A" (the "Property") and Exhibit "B" ("Existing Condition") attached hereto and made a part hereof.

WHEREAS, FDOT transferred operational and financial control of the Property to MDX pursuant to that certain Transfer Agreement between FDOT and MDX dated December 10, 1996 (the "Agreement"); and

WHEREAS, Lessor, acting on behalf of FDOT pursuant to the Agreement, desires to enter into this Lease with Lessee and Lessee desires to lease the Property on the following terms and conditions stated herein; and

WHEREAS, pursuant to the Agreement, the Parties represent that they respectively have full power and authority to enter into this Lease.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties hereto and other good and valuable consideration, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Lease Term

a. Unless sooner terminated pursuant to Section 5 herein, the term of the Lease shall be for a period of ten (10) years and shall commence upon the ____ day of _____, 2019 and shall expire upon the ____ day of _____, 2029 (“Lease Term”).

b. This Lease may be renewed for an additional ten (10) year period (“Extended Lease Term”), at the sole discretion and approval of the Lessor. Thirty (30) days prior to the expiration of the Lease Term, or the Extended Lease Term, Lessee may request to renew the Lease for an additional ten (10) year period on the same terms as provided herein. Such request shall be made in writing to Miami-Dade Expressway Authority, Attention: Financial Controls & Budget Manager, 3790 N.W. 21 Street, Miami, Florida 33142.

3. Rental

a. Rental for the Property shall be one dollar (\$1.00) for the Lease Term and may at the sole discretion of the Lessor, be renewed for one dollar (\$1.00) for the Extended Lease Term(s).

b. Lessee shall pay any applicable sales tax, any real estate property taxes or occupancy license fee that may be assessed against the Property. Lessee shall also be responsible for the payment of any non-advalorem assessments, if applicable, relating to the Property that are imposed and which become due and payable during the Lease Term. Lessor shall provide Lessee timely notice of any such applicable assessments to obviate any penalties. Lessor’s untimely notice of such taxes shall not relieve Lessee from the responsibility of such payments and penalties.

4. Use

a. The Property shall be used for vehicular parking and as a storage site for the Lessee's fleet of vehicles and associated equipment. If the Property is used for any other purpose without Lessor's consent, such unpermitted use shall be a basis for termination as governed by the provisions of paragraph 5 herein.

b. Lessee at Lessee's sole expense, shall comply with all applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may become effective during the Lease Term, which may impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Property, including, but not limited to, any occupational licenses and Regulatory and Economic Resources permits where applicable. The Lessee shall use all reasonable efforts to comply with the Americans with Disabilities Act ("ADA"), and to the extent permitted by Florida law, shall indemnify the Lessor for all claims of violation regarding such federal, state and local requirements, subject to the limitations of Section, 768.28 Florida Statutes.

c. Lessee shall not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the Property. Any activities in any way involving hazardous materials or substances ("Hazardous Substances") of any kind whatsoever, either as those terms may be defined under any state or federal laws or local regulations or as those terms are understood in common usage, are specifically prohibited. As used herein, Hazardous Substances shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials that include hazardous components), or other similar substances, or materials that are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, as now or hereafter defined in the

Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et. seq.) (“CERCLA”), the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.) (“RCRA”), or state superlien or environmental clean-up statutes and Miami-Dade County Regulatory and Economic Resources regulations (all such laws, rules and regulations being referred to collectively as “Environmental Laws”). In the event that Lessee during the operation of its business releases, discharges, disposes, dumps, spills, or leaks (accidental or otherwise) any Hazardous Substances onto the Property (or any portion thereof) during the Lease Term, Lessee shall be solely responsible for the clean-up, containment, and/or removal of such Hazardous Substances from the Property, in compliance with the requirements of the Miami-Dade County Regulatory and Economic Resources department prior to termination of the Lease Term.

d. The design, occupancy and use of the real property interest shall not adversely affect the use, safety, appearance or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

5. Termination

a. This Lease may be terminated by the Lessor after the first year of the Lease Term only if the Lessor needs the Property for a public transportation purpose. The Lessor must provide the Lessee with thirty (30) days prior written notice of its intent to utilize the Property for this purpose. This Lease may be terminated by the Lessee upon giving the Lessor thirty (30) days prior written notice.

b. In the event of a breach by the Lessee of any of the terms under this Lease, the Lessor shall notify the Lessee, in writing of said breach, and the Lessee shall cure any such

breach within the time period designated in the Lessor's notice, which shall be a reasonable period to cure as determined in Lessor's reasonable discretion. If Lessee fails to cure the breach within the time period set forth in such written notice or does not provide Lessor with a written response indicating the status of Lessee's curing the breach and providing a mutually agreeable schedule to cure all defaults, Lessor shall have the right to terminate this Lease upon ten (10) days additional written notice, except if such breach is not curable within the time period specified in the initial notice of breach. If the breach is not curable within the specified time period, the Lessor shall grant the Lessee additional time in which the Parties may agree that Lessee can reasonably be expected to cure such breach.

c. Lessee shall notify Lessor in writing regarding Lessor's failure to perform or to comply with the terms and conditions of the Lease. Lessor shall have thirty (30) calendar days following receipt of written notice from Lessee to cure any default or breach of any term of the Lease. If Lessor fails to cure the default within said time period or does not provide Lessee with a written response indicating the status of Lessor's curing the default and providing a mutually agreeable schedule to cure all defaults, Lessee shall have the right to terminate this Lease upon ten (10) days additional written notice except if such breach is not curable within thirty (30) days.

6. Suspension

a. Should Lessor require the use of the Property to maintain, reconstruct, or repair the highway structure above or upon the Property, during the Lease Term for a period not exceeding ninety (90) days (the "Suspension Period"), Lessor retains the right upon ninety (90) days' notice (the "Notice") to Lessee to suspend the Lease provisions, including Lessee's right to possession and quiet enjoyment for such period without cost or liability to Lessor. In that event,

MDX will make reasonable effort, as determined in MDX's reasonable discretion, but is not obligated hereunder, to initiate such Suspension Period during a period that is less likely to disrupt the Lessee's activities and use of the Property as permitted under this Lease.

b. Lessee, at Lessee's sole cost and expense, shall relocate during the Suspension Period. If the Suspension Period exceeds seven days, the Lease term or Extended Lease term shall be extended by an equivalent amount of time during which such Suspension Period takes place, which shall be appropriately documented by the parties in the event of such Suspension Period.

c. In the event of an emergency, MDX shall have the right to enter the Property, without prior written notice, as described below, to Lessee to make any necessary repairs to the Property or improve the Property and take such other action as Lessor deems reasonable to address the nature of the emergency.

7. **Structures**. Subject to the provisions of Paragraph 8 herein, no structures, fixtures or improvements of any kind shall be placed upon the Property or existing structures by Lessee without prior approval in writing by the Executive Director of MDX, which approval shall not be unreasonably withheld. Lessor retains the right upon the giving of fifteen (15) days' notice, to require Lessee to remove all such structures, fixtures and improvements at the Lessee's sole expense within thirty (30) days of termination of this Lease; and the Lessee shall at its sole expense have the Property restored as nearly as practical to its condition as of the commencement of the Lease.

8. **Improvements**. Lessee, by executing this Lease, has accepted the Property in its "AS IS" condition, as of the commencement of this Lease, it being understood and agreed that Lessor shall have no obligation to renovate, remodel, or repair the Property or any portion thereof.

Lessee, at its election and sole cost and expense, may install barbed wire fencing and security cameras on and/or about the Property, after providing MDX with prior written notice of such installations.

9. **Operating Expenses.** In the event that Lessee requires the use of utilities, Lessee shall be responsible for payment of all utilities and operating expenses relating to the Property, including but not limited to, electricity, light, heat, power, gas, water, sanitation, telephone, waste, sewer, fuel, and janitorial. All utilities that Lessee may install on the Property shall be in Lessee's name, billable to Lessee, at Lessee's official business address.

10. **Prohibition on Advertising.** The placement by Lessee of commercial advertising signs is prohibited.

11. **Assignment and Subletting.** Lessee shall not assign, sublet, transfer, mortgage, pledge as security or otherwise encumber the Property, or any part thereof.

12. **Indemnification and Hold Harmless.** To the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended, the Lessee shall indemnify, defend, save and hold harmless the Lessor and all of its board officers, agents, or employees from suits, actions, claims, demands, or liability of any nature whatsoever (including, but not limited to, statutory liability and liability under Workers' Compensation laws) arising out of, because of, or due to the acts, omissions or negligence of Lessee, its sub-consultants, agents, employees, guests, licensees, or invitees except that, neither Lessee nor any of its agents shall be liable under this Lease for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Lessor, or any of its board officers, agents, or employees. Lessee shall also indemnify and hold Lessor harmless for all costs, reasonable attorneys' fees, expenses and liabilities incurred in or related to any claim or any action or

proceeding brought against Lessor, as a result of any actions on the part of Lessee, to the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended. The Lessor shall indemnify, defend, save and hold harmless the Lessee and all of its board officers, agents, or employees from suits, actions, claims, demands, or liability of any nature whatsoever (including, but not limited to, statutory liability and liability under Workers' Compensation laws) arising out of, because of, or due to the acts, omissions or negligence of Lessor, its sub-consultants, agents, employees, guests, licensees, or invitees except that, neither Lessor nor any of its agents shall be liable under this Lease for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Lessee, or any of its board officers, agents, or employees. Lessor shall also indemnify and hold Lessee harmless for all costs, reasonable attorneys' fees, expenses and liabilities incurred in or related to any claim or any action or proceeding brought against Lessee, as a result of any actions solely on the part of Lessor, to the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended.

13. **Sovereign Immunity**. Nothing contained in this Lease shall be construed as a waiver of, or to impact the applicability of, the sovereign immunity of Lessor or Lessee.

14. **Insurance**. Prior to the execution of this Lease, Lessee shall provide Lessor with confirmation of its self-insurance program and the amount of coverage for public liability, automobile, and Workers' Compensation claims. Said confirmation shall be attached hereto as Exhibit "C" and incorporated by reference herein. Lessee shall at all times, during the Lease Term, and any Extended Lease Term, maintain such self-insurance program subject to the limitations of Section 768.28 and 440 Florida Statutes.

15. **Right of Entry.** Lessor, through its duly authorized representatives, employees and contractors, reserves the right to enter the Property upon giving forty-eight (48) hours prior written notice to the Lessee (the "Notice") for the purpose of inspection, maintenance, and reconstruction of or making improvement to the highway and adjacent facilities as Lessor may deem reasonably necessary.

16. **Maintenance.** Lessee shall, at its own expense, maintain the Property in good order and repair and safe condition. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to MDX for maintenance purposes. In the event that Lessee fails to so maintain the facility, MDX, through its duly authorized representatives, employees and contractors, upon fifteen days' written notice, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to MDX upon performance of such work after invoices reflecting any such costs have been provided to the County. Lessee shall be responsible for all repairs required, including but not limited to: cutting and trimming trees and shrubs, resurfacing asphalt, maintaining pavement markings and traffic signs, lighting, and repairing fencing structures, as required.

17. **Notices.** Any Notice required to be given hereunder shall be in writing and may be given by personal delivery (including delivery by courier or express mailing service), or by registered or certified mail, postage prepaid, return receipt requested, addressed to Lessor and Lessee, as the case may be, each at the address designated below. Either party may, by written notice to the other, specify a different address for Notice purposes.

LESSOR

LESSEE

Miami-Dade Expressway Authority

__Miami-Dade

County _____

3790 NW 21ST Street
Miami, Florida 33142
Attention: Financial Controls &
Budget Manager
Tel: 305 637 3277 X-1130
Fax: 305 637-3298

111 NW 1 Street
Suite 2460
Miami, FL 33128
Attention: Internal Services Department

With copies to: County Attorney's Office
Miami-Dade County
111 N.W. 1 Street, 28th Floor
Miami, FL 33128

18. **Waiver of Trial by Jury.** Lessee and Lessor hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Lease, and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either party. This provision is a material inducement for Lessor leasing the Property to Lessee. The Parties shall resolve any disputes, controversies, or claims between them arising out of this Lease in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.

19. **Legal Counsel Representation.** Lessee and Lessor acknowledge that they have reviewed this Lease and are familiar with its terms and have had adequate opportunity to review this Lease with legal counsel of their choosing. Lessee and Lessor have entered into this Lease freely and voluntarily. The language agreed to herein expresses the mutual intent and agreement of the Parties and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

20. **Complete Agreement.** This Lease contains the complete understanding of the Parties with respect to the subject matter hereof. No modification, waiver or amendment of this Lease

or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both Parties.

21. **Governing Law.** This Lease shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. Lessor and Lessee agree that the proper venue with respect to any state or federal litigation in connection with this Lease shall be held in Miami-Dade County, Florida.
22. **Attorneys' Fees.** Unless otherwise specified in this Lease, Lessor and Lessee shall each be responsible to pay the legal fees of their respective legal counsel.
23. **Effective Date.** This Lease shall become effective on the Effective Date.
24. **Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
25. **Severability.** The provisions of this Lease are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Lease to fail of its essential purpose, in which case either party shall have the right to terminate the Lease upon written notice to the other.
26. **No Third Party Beneficiaries.** Nothing in this Lease, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Lease as a third party beneficiary or otherwise,

except as specifically provided in this Lease; or (b) authorize anyone not a party to this Lease to maintain an action pursuant to or based upon this Lease.

27. **Miscellaneous**. This Lease contains the sole and entire agreement between the Parties and supersedes any other prior written or oral agreement between them with respect to such subject matter. This Lease shall be binding upon the Parties and their respective representatives, successors and assigns. Waiver by either party of any breach of any provision of this Lease shall not be considered as or constitute a waiver of any other breach of the same or any other provision of this Lease.

The remainder of this page is left blank intentionally. Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed,
the day and year first above written.

(OFFICAL SEAL)

LESSEE:

MIAMI-DADE COUNTY, a POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA BY ITS BOARD OF COUNTY
COMMISSIONERS

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by the County Attorney as to form and
Legal sufficiency. _____

By: _____
Name: Carlos A. Gimenez
Title: Mayor

LESSOR:

MIAMI-DADE COUNTY
EXPRESSWAY AUTHORITY

By: _____
Javier Rodriguez, P.E.
Executive Director

ATTEST: _____
Maria Luisa Navia Lobo

Secretary

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Francine T. Steelman
Associate General Counsel

Date: _____

EXHIBIT "A"

PAGE WILL BE SUBSTITUTED WITH LEGAL DESCRIPTION

EXHIBIT "B"

PAGE WILL BE SUBSTITUTED WITH "EXISTING CONDITION"

MDX Parcel No.: 836-600
State Road: 836

EXHIBIT "C"

PAGE WILL BE SUBSTITUTED WITH Lessee's Confirmation of Self-Insurance Program

Section: 87270-2426
State Road: 9A (I-95)
County: Dade
Parcel Nos.: 578, 579, 580, 581,
582, 583, and 584
F.A.P. No.: I-95-1(86)3

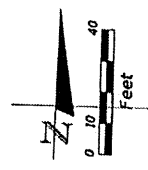
EXHIBIT "A"

That part of:

Lots 8, 9, 10, 11, 13 & 14, Block 1; Lots through 10, inclusive, Block 2, Roberts and Gretnier Addition; according to plat recorded in plat book 10, page 56 of the Public Records of Dade County, Florida; Lots 1 through 9, Roberts Resubdivision, according to plat recorded in plat book 47, page 5, of the Public Records of Dade County, Florida; Also, a fifteen feet wide alley and N.W. 14th Terrace more particularly described as follows:

Commence at the intersection of the Northerly right of way line of N.W. 14th Street and the Westerly right of way line of S.A.L. Railroad; thence Northerly along said Westerly right of way line of S.A.L. Railroad 163.37 feet to the Point of Beginning, thence N 85°14'50" W 216 feet; thence N 01°03'46" W 322.07 feet; thence N 63°37'42" E 110.55 feet; thence N 54°59'11" E 138.55 feet; thence S 01°03'55" E 468.60 feet to the Point of Beginning.

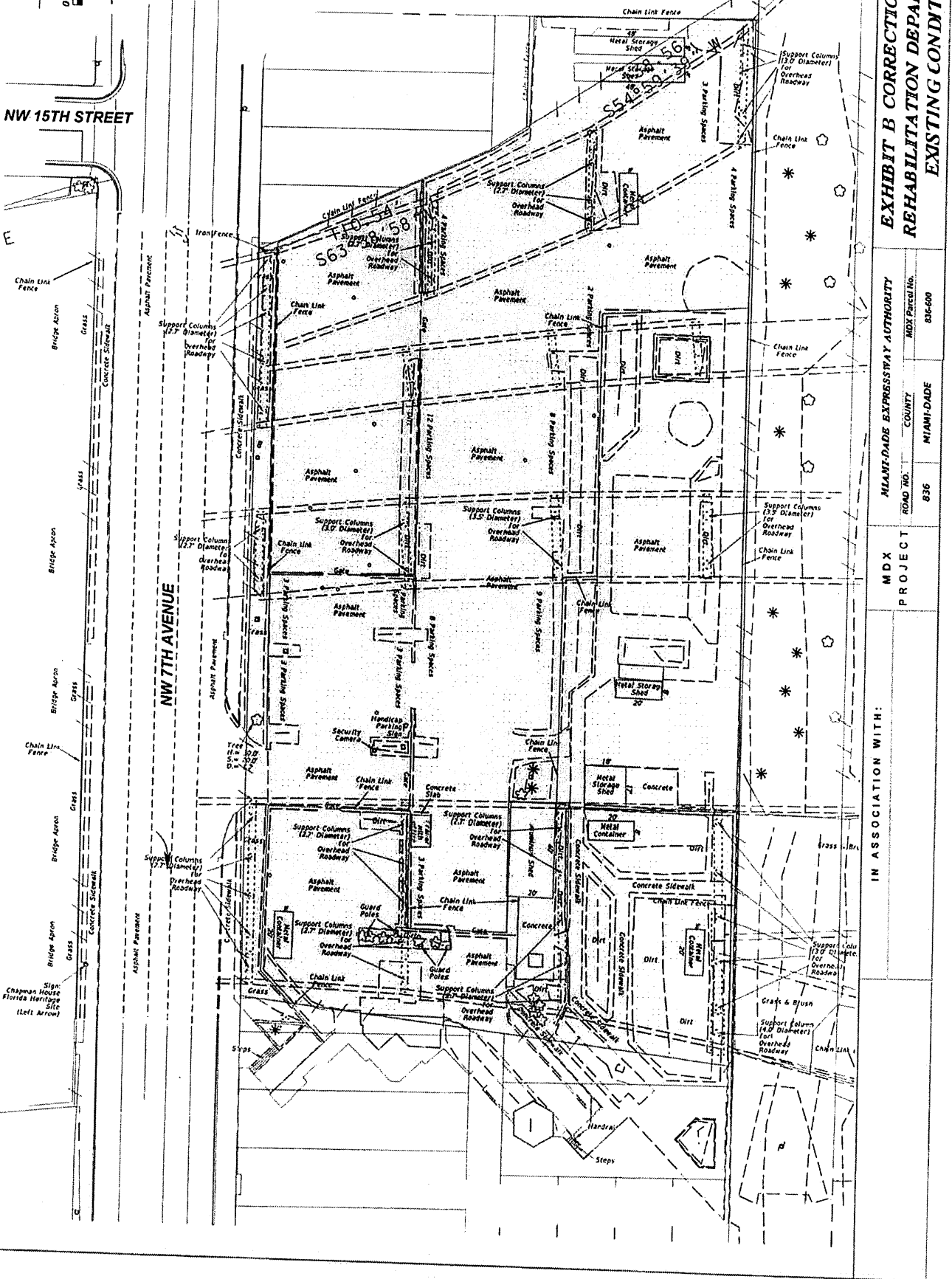
Containing 1.95 acres, more or less.



NW 15TH STREET

NW 15TH STREET

NW 7TH AVENUE



PROJECT	MIAMI-DADE EXPRESSWAY AUTHORITY	COUNTY	MIAMI-DADE	SHEET NO.
	MDX		MIAMI-DADE	
ROAD NO.	836	MDX Parcel No.	836-600	EXISTING CONDITION
	836		836-600	

IN ASSOCIATION WITH:

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY
OPERATIONS, EXTERNAL COMMUNICATIONS AND
INTER-GOVERNMENTAL COMMITTEE MEETING
MARCH 26, 2019

AGENDA ITEM REPORT

Consent Regular Public Hearing

**INTERLOCAL AGREEMENT/TRANSPORTATION GRANT FUNDING BETWEEN
FLORIDA INTERNATIONAL UNIVERSITY AND MIAMI-DADE EXPRESSWAY
AUTHORITY**

REQUESTED ACTION:

MOTION TO APPROVE:

The Interlocal Agreement/Transportation Grant Funding between Florida International University (FIU) and Miami-Dade Expressway Authority (MDX).

SUMMARY EXPLANATION AND BACKGROUND:

MDX and FIU have collaborated on transportation projects in the past. Recently FIU approached MDX to explore traffic congestion management strategies. FIU has initiated a program that provides parking incentives to students who carpool to FIU campuses ("Pilot Program"). FIU approached MDX to explore enhancing its Pilot Program by providing toll rebates for a limited time to FIU students that use the MDX System to travel to FIU campuses. The Pilot Program will provide one-half (50%) toll reimbursement for vehicles carrying two (2) individuals travelling on a MDX expressway to FIU campuses; and a full (100%) toll reimbursement for vehicles carrying three (3) or more individuals to those same destinations. MDX and FIU will use the data obtained during the Pilot Period to evaluate the effectiveness of this Program for reducing highway congestion on MDX roadways and within Miami-Dade County. MDX's financial participation in this Pilot Project will not exceed \$10,000.00.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Not Applicable

MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:

MDX is always exploring new and innovative methods to promote mobility and provide relief from traffic congestion.

**INTERLOCAL AGREEMENT/TRANSPORTATION GRANT FUNDING BETWEEN
FLORIDA INTERNATIONAL UNIVERSITY AND MIAMI-DADE EXPRESSWAY
AUTHORITY**

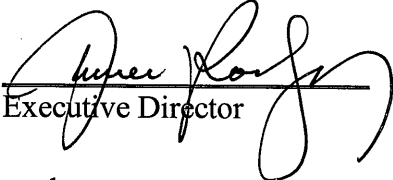
FISCAL IMPACT:

This Pilot will be expensed from the MDX FY'19 Operating Budget approved by the MDX Board in May 2018.

EXHIBITS ATTACHED:

Draft Interlocal Agreement in substantial form.

**INTERLOCAL AGREEMENT/TRANSPORTATION GRANT FUNDING BETWEEN
FLORIDA INTERNATIONAL UNIVERSITY AND MIAMI-DADE EXPRESSWAY
AUTHORITY**

Authorized by:  3/21/19
Executive Director Date

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

Committee Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

OECI Chair, Shelly Smith Fano	<u> </u>	<u> </u>
	Yes	No
OECI Vice Chair, Jim Wolfe, P.E.	<u> </u>	<u> </u>
	Yes	No
Member Maritza Gutiérrez	<u> </u>	<u> </u>
	Yes	No
Member Arthur J. Meyer	<u> </u>	<u> </u>
	Yes	No
Board Chair, Mayor Carlos A. Gimenez	<u> </u>	<u> </u>
	Yes	No

Ex-Officio Member:

Board Vice Chair, Leonard Boord	<u> </u>	<u> </u>
	Yes	No

**INTERLOCAL AGREEMENT
TRANSPORTATION GRANT FUNDING
BETWEEN
FLORIDA INTERNATIONAL UNIVERSITY AND MIAMI-DADE EXPRESSWAY AUTHORITY**

This agreement is made and entered into this _____ day of _____, 2019 (“Effective Date”) between The Florida International University Board of Trustees (“FIU”), a public university of the State of Florida, as provided in Section 1000.21(6), Florida Statutes and established under the constitution and laws of the State of Florida as a component of the University of Florida System; and Miami-Dade Expressway Authority (“MDX”), a body politic and corporate, a public instrumentality and an agency of the State of Florida, created pursuant to Chapter 348, Part I, Florida Statutes, acting through its Governing Board, together herein after referred to as the “Parties.”

WHEREAS, MDX desires to establish and integrate transportation technology and mobility solutions on MDX expressways (SR 112, SR 836, SR 874, SR 878 and SR 924 and) to provide congestion relief in Miami-Dade County; and

WHEREAS, the purpose of this Agreement is for MDX to provide grant funding to FIU for its ridesharing pilot project that will provide transportation technology and mobility options to the University’s students to relieve traffic congestion in Miami-Dade County by specifically encouraging carpooling on MDX expressways (SR 112, SR 836, SR 874, SR 878 and SR 924 and); and

WHEREAS, MDX and FIU wish to enter into this Agreement to incentivize students to utilize MDX expressways as part of FIU’s ridesharing program (“Pilot Program”); and

WHEREAS, MDX will participate in this Pilot Program by providing grant funding that will reimburse FIU for the payments made to qualified Program participants who paid MDX SunPass® tolls as part of this Pilot Program in accordance with this Agreement; and

WHEREAS, this Pilot Program will provide a one-half (50%) toll reimbursement for vehicles carrying two (2) individuals travelling on a MDX expressway to FIU campuses located at:

_____ and _____; and a full (100%) toll reimbursement for vehicles carrying three (3) or more individuals to those same destinations; and

WHEREAS, MDX and FIU will use the data obtained during the Pilot Period, which is the period of MDX's participation pursuant to this Agreement, to evaluate the effectiveness of this Program for reducing highway congestion in Miami-Dade County.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated as set out herein below.
2. **Effective Date and Term.** This Agreement shall be effective only for a Pilot Period no longer than six (6) months, which shall begin when a Task Authorization is issued by MDX; and may be extended by the Parties by executing a written agreement that outlines the Parties mutual agreement to do so.
3. **FIU Responsibilities.**
 - A. FIU and/or its consultants or agents shall serve as the data administrators for this Pilot Program and shall be responsible for tracking and reporting to MDX: (1) the total number of qualified Program participants (2) the total number of eligible trips travelled to the FIU campuses via the MDX expressways; (3) the total number of vehicles that contained 2 occupants and the number of vehicles that contained 3 or more occupants in each qualifying vehicle; and (4) identify which MDX expressway was used by each qualifying vehicle ("Program Data").
 - B. FIU will provide MDX with a report of the Program Data with each request for reimbursement.
 - C. FIU shall be solely responsible for correcting any errors in the Program Data, which may result in non-qualifying and non-reimbursable trips.

- D. FIU is solely responsible for issuing reimbursements directly to the qualified participants of this Pilot Program.
4. **MDX Responsibilities.**
- A. **Grant Funding:** MDX agrees to pay FIU an amount up to and not exceed Ten Thousand dollars (\$10,000.00) as reimbursement for MDX SunPass® tolls paid by Pilot Program participants pursuant to the terms and conditions of this Agreement.
- B. Upon receipt of the reimbursement invoice(s) and corresponding Program Data report(s), MDX will verify all qualifying trips on MDX expressways.
- C. Upon final verification and validation of the Program Data, MDX will reimburse to FIU the actual MDX SunPass® tolls paid by FIU pursuant to the terms and conditions of this Agreement for the Pilot Program, not to exceed \$10,000.000.
5. **Indemnity.** To the extent permitted by Florida Law, FIU indemnifies, saves and holds harmless MDX for any and all claims, demands , actions or causes of action of any nature or character whatsoever , arising out of or by reason of FIU's execution, or FIU's performance, of the services provided hereunder. It's understood and agreed that FIU is not required to indemnify MDX for claims demands, or liability arising out of MDX's negligence or the negligence of any third party.
6. **Compliance with Laws.** FIU shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and Section 1004.22(2), Florida Statutes, and made or received by FIU in conjunction with this Agreement. Failure by FIU to grant such public access shall be grounds for immediate unilateral cancellation of the Agreement by MDX. Pursuant to the Driver Privacy Protection Act, 18 United States Code, Section 2721 and Section 119.0712(2), Florida Statutes, drivers' personal identity and financial information are not public records. FIU is responsible for compliance with

applicable laws regarding the Program Data collected and maintained pursuant to this Agreement.

7. **Termination and Default.**

A. If MDX determines that the performance of the Pilot Program is not satisfactory, MDX shall have the option of (a) immediately terminating the Agreement, or (b) notifying FIU of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by MDX.

B. If the Agreement is terminated before completion the Program Term, FIU shall be paid only for that qualifying Program Data satisfactorily submitted to MDX prior to the termination date of this Agreement.

8. **Sovereign Immunity.** No provision of this Agreement shall be construed as a waiver of sovereign immunity by MDX or FIU.

9. **Assignment.** This Agreement is not assignable by either Party.

10. **Discrimination.** FIU agrees that it shall in no way discriminate on the basis of race, color, sex, national origin, religion, age or disability in the performance of this Agreement.

11. **Construction and Captions.** All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders. The captions contained in this Agreement are for the convenience of the parties only and shall not be construed to limit or otherwise define the scope of this Agreement.

12. **Miscellaneous.**

A. This Agreement embodies the whole and complete Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and the Agreement shall supersede all previous

communications, representations, or agreements, either verbal or written, between the Parties hereto.

B. Any Amendment to this Agreement must be in writing and executed by the Parties.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida. The Parties hereby waive any right to trial by jury concerning any litigation between the Parties that in any way arises from this Agreement.

13. **Notices.** Notices required under this Agreement shall be in writing and delivered via electronic mail or U.S. Mail as follows:

Florida International University

Miami-Dade Expressway Authority

Juan Toledo, P.E.

Deputy Director of Engineering

3790 NW 21st Street

Miami, FL 33142

jtoledo@mdxway.com

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by representatives thereof, each of whom is authorized to execute same.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: _____

MIAMI-DADE EXPRESSWAY AUTHORITY

By: _____

Javier Rodriguez, P.E.

Executive Director

Reviewed by:

Juan Toledo, P.E.
Deputy Director of Engineering

Marie Schafer
Deputy Director, Chief Financial Officer

Reviewed for Legal Sufficiency

Francine Steelman, Associate General Counsel

Monthly Program Status Report February 2019

Transportation Improvement Program

Project #11212 – SR 112/NW 37th Avenue Interchange

The project has been deferred indefinitely. ROW activities for the Parcel Swap are underway. However, the Property Owners have agreed to pay for an additional appraisal, as they did not agree with MDX's original appraisal amounts. A meeting between MDX and the parcel owners will be scheduled once the additional appraisals are ordered and received.

Project #83611 – SR 836 – Interchange Improvements at I-95

Notice to proceed was issued on July 18, 2018 to Archer Western-De Moya Joint Venture. The contract duration is 4 years and the project limits start at approximately NW 17th Avenue on SR 836 and continue through the SR 836/I-395/I-95 (Midtown) Interchange along I-395 to the MacArthur Causeway Bridge. The limits on I-95 are from NW 8th Street to NW 29th Street. Survey and geotechnical work began in January. Construction for foundations is scheduled to commence in April 2019 at western end of the corridor.

Project #83618 – SR 836 Southwest Extension (Kendall Parkway)

Four different alternatives for two corridors are being analyzed. Drafts for the Project Environmental Impact Report (PIER) and the Preliminary Engineering Report (PER) were completed and released for public display in November 2018. The recommended alternative has been identified. Documents supporting information summarized in the PEIR and PER for the different disciplines were also completed at the end of November. Public Hearing for the PD&E project took place on December 13th, 2018. Public Hearing Transcripts are being reviewed. Comments from

the Public are being gathered and revisions of documents have started.

Coordination has taken place between the PD&E consultant and MDX GEC in regards to the design concept of the segment along SR 836/Dolphin Expressway for the segment west of SR 821. Three lanes along this segment is required. The Traffic Analysis for Phase II 2050 volumes (arterials and freeway) have been reviewed, also preliminary analysis for arterials and freeways have been developed. MDX GEC has submitted comments.

Coordination with FDOT regarding the SW 88th Street/Kendall Drive BRT PD&E Study is still on-going. Coordination with MDC RER in support of the project's CDMP amendment filing is still on-going.

Project #83628 – SR 836 Operational, Capacity and Interchange Improvements

Odebrecht Construction Inc. (OCI) continues to work under Phase I and II of the Traffic Control Plan (TCP) which consists of the construction of an additional lane in both westbound and eastbound directions and the reconstruction of the median barrier wall between NW 57th Ave and NW 27th Ave. This work includes full depth reconstruction of the inside shoulders in both eastbound and westbound directions on SR 836 from NW 57th Ave to NW 17th Ave. This work is necessary to accommodate the XT Lanes for Express Bus service from the Dolphin Station Park and Ride to MIA and downtown.

NW 57th Ave Interchange to NW 45th Ave Ramps:

At the NW 57th Ave interchange, OCI has completed Phase 2 of the Diverging Diamond Interchange (DDI) and the construction of the protective concrete barrier wall for the pedestrian crossing through the DDI. OCI continues to work on the completion of the curb, gutter, final signing installation, structural asphalt, drainage inspections and cleanup, which is required prior to the placement of the final asphalt friction course. OCI also continues to work on

Monthly Program Status Report February 2019

the reconstruction of the mainline median barrier wall west of NW 57th Ave.

NW 45th Ave Ramps to NW 42nd Ave (Le Jeune Rd) Interchange:

OCI continues to work on miscellaneous construction activities such as slope stabilization for erosion control, permanent lighting installation, ITS, sodding and drainage inspections on the eastbound SR 836 Collector Distributor (CD) movement from eastbound SR 836 to northbound/southbound Le Jeune Rd/MIA. OCI continues hauling out construction debris from the demolition of the existing bridges over Le Jeune Rd and has begun the construction of the new median barrier wall in this area. The last two bridge widenings over Lejeune Rd are currently under construction. Both decks are scheduled to be placed this month.

NW 42nd Ave (Le Jeune Rd) Interchange to 34th Ave Ramps (14th St):

From NW 42nd Ave to NW 34th Ave, roadway construction operations continue on the eastbound/westbound inside lanes. OCI is working on the demolition and reconstruction of the median barrier for the final alignment. OCI is also working on the installation of new drainage structures in the area. The construction of the westbound NW 37th Ave off ramp to NW 14th St connecting to Le Jeune Rd has been shifted to final configuration. Construction is ongoing on NW 14th St and the ramp for northbound Le Jeune Rd/MIA. This ramp is scheduled to be opened to traffic by the end of March 2019.

34th Ave to 17th Ave Interchange:

In the eastbound direction, OCI continues working on the widening of the new outside lane approaching the NW 27th Ave intersection. The new bridges over westbound NW 29th Ave have been completed and opened to traffic and the Contractor is working on the final roadway tie in between the off ramp to NW 27th Ave and the mainline. Earthwork grading operations continue at all four

quadrants of the NW 27th Ave interchange. OCI continues to work on the outside roadway widening east of NW 27th avenue in order to shift this last section of the project into phase II of the traffic control plans.

From NW 17th Ave to NW 27th Ave westbound, OCI continues to work on the construction of the new bridge and on ramp from NW 17th Ave southbound to westbound SR 836. This ramp is scheduled to be completed by end of April 2019. Continuing eastbound, OCI completed the bridge widening for the bridges over NW 22nd Ave and NW 11 St and has shifted traffic over these bridges. This operation opened new work areas required for the reconstruction of the new concrete median barrier wall.

As of February 2019, the estimate of work completed is 94% and 89% of the allowable contract time used.

Project #83629 – SR 836 – Interchange Modifications at 87th Ave

Odebrecht Construction, Inc. (OCI) continues to work under the Traffic Control Plans Phase 1A condition in the expressway area. The Contractor has completed the approach slabs for the SR 836 mainline bridges. OCI is also completing the steel reinforcement work for the new bridge from westbound SR 836 towards southbound NW 87th Ave. The deck for this bridge is expected to be completed by mid-March 2019. OCI continues to work in the Toll Gantry area at the on-ramp from NW 87th Ave to EB SR 836. The Toll Gantry structure is on site and should be installed by mid-March 2019. The Toll Gantry shelter will be provided permanent power in a few weeks.

At NW 12th St, OCI continues to work on the Mechanically Stabilized Earth wall for the new ramp bridge from NW 12th St to westbound SR 836. The Contractor was able to install the steel tub girders for this bridge during a weekend long activity. The back and cheek walls for End Bent #2 of the bridge were completed in anticipation of the steel tub girders installation. The Contractor continues to pave

Monthly Program Status Report February 2019

areas to allow closure of the temporary ramp from westbound SR 836 to southbound NW 87th Ave. This closure is expected by mid-March 2019. OCI has also completed partial re-stripping of SB NW 87th Ave to be able to receive the added traffic due to the closure of this ramp.

OCI has submitted a Time Extension Request for one hundred seventy-four (174) days of delay. MDX has issued a second Unilateral Payment for the direct costs and eighty-five (85) excusable days associated with one of the four-time impacts requested by OCI. MDX continues to evaluate the other two (2) delays claimed by OCI and will issue additional Unilateral Payments, if necessary.

As of February 2019, the approximate estimated work completed is 79% of work in place and 92% of the allowable contract time used.

Project #83634 – SR 836 Ramp Connections to HEFT

The Design-Build solicitation documents were updated to reflect the latest available information. The project's Design-Build advertisement will occur in Spring 2019.

Project #87410 – SR 874 Ramp Connector

FTE Bridges:

Bridge Substructure: Approximately 94% of the piles have been installed; 19 out of 20 foundations have been completed. A total of 18 out of 20 columns have been built and one is under construction. Also, 16 pier caps have been built out of 18. The overall construction of the substructure is approximately 96% complete.

Bridge Superstructure: Pre-stressed beams have been installed on 6 spans of bridge 12 and 8 spans (all spans) of bridge 13. Bridge decks 12-1, 12-2, 12-3, 12-4, and all 8 decks corresponding to Bridge 13 have been poured. Overall superstructure construction is estimated at 51% complete.

MDX Project:

On Segment 1 (SW 128th Street between 137th and 122nd Avenues) partial traffic switch was performed to begin Work on Phase 2; activities on this phase include clearing and grubbing and drainage installation. Ongoing work on this segment also includes drainage installation, and roadway subgrade construction. Construction activities are also in progress on Segment 2 (128th Street from 122nd Ave to HEFT) with water and sewer work, drainage installation as part of Phases 1 and 1A and, "cure" work on the Miami Vineyard Church, which is part of the right of way acquisition agreement. Bridge construction on this segment will continue when Phase 2 begins. On Segment 3 (SR 874 east of HEFT) the Contractor continued working on Bridge 13E, 4 out of 5 foundations have been completed and one more is in progress; 2 out of 5 columns have been completed and 2 more are in progress. Pier cap construction on bent 13E-5 began and is in progress. Also on Segment 3, roadway widening continued, MSE wall copings for bridge 13E were concluded and bridge rail construction began.

Project #87413 – SR 874 Interchange at SW 72nd Street (Sunset Drive)

The draft Interchange Traffic Report was reviewed, commented on, and is being resolved with FDOT. A revised Interchange Traffic Report that addresses all comments will be resubmitted to FDOT for concurrence. The project's Informational Meeting and Public Hearing will be scheduled in calendar year 2019 after FDOT has provided concurrence on the Interchange Traffic Report operational analysis for SW 72nd Street.

Project #92404 – SR 924 Extension West to the HEFT

The re-evaluation document was submitted to the FDOT Office of Environmental Management for approval. MDX anticipates approval before the end of March. The project design components to be constructed by the Florida's Turnpike Enterprise were included in the Turnpike widening project advertisement on March 15, 2019.

Monthly Program Status Report February 2019

The NW 107th Avenue standalone Design-Build package is being developed in anticipation of an advertisement when the County completes the right-of-way acquisition as well as the removal of unsuitable subsurface material for construction.

Project #92407 – SR 924 Extension East to I-95

Final engineering and environmental reports were submitted to FDOT. Comment resolution meeting to resolve outstanding comments on final reports was held. Project public outreach efforts with pertinent stakeholders along the corridor have been concluded. Continuing project activities have been placed on hold. Final PD&E consultant invoice has been processed.

Project #92408 – SR 924/NW 67th Avenue Interchange

The project has been re-activated and is in the project development phase. Upcoming activities include PD&E document completion and public hearing.

Project 10017 – SR 836 Toll System Conversion

Coordination is on-going with the Civil Contractors for the civil infrastructure needed for the new toll zones within Projects 83628 and 83629. All new toll zones installed under Project 83628 are in revenue collection. Negotiations with the Civil Contractor for modifications to the existing toll zones at NW 57th Ave and NW 17th Ave are on-going. A TA revision has been issued for the modifications at NW 57 Ave mainline to be done by TransCore.

Project #10021 – System-wide ITS Improvements

This Project has been combined with MDX Project 30034 – SR 924 Milling and Resurfacing from SR 826 to MM 1.2 and with Project 40044 – SR 924 Drainage Improvements at NW 32nd Ave to install the Speed Feedback Signs. The Contractor's Notice to Proceed was issued on April 16, 2018. All the signs were completed and tested during the month of December 2018. Final acceptance was issued

as of December 29, 2018. Working on final estimates and project close-out documents.

Capital Improvement Program

Project #40041, 40042 & 40043 ORT System Replacement on SR 924, SR 878 & SR 874

All toll zones on SR 874, SR 878 and SR 924 have gone live. TransCore is working on punch list items and project deliverables.

Project #40044 – SR 924 Drainage Improvements at NW 32nd Ave.

The Contractor's Notice to Proceed was issued on April 16, 2018. The Construction duration is 240 Days. The pond area was graded and sodded during this period. Halley Engineering Contractors Inc. (HEC) completed all construction activities. The Contractor's Final Acceptance was issued as of December 29, 2018. Working on the final estimates and project close-out documents.

Project #50001 – Dolphin Station Park & Ride

MDX and the Contractor have completed testing and training of various components (Lighting, Parking Management, Surveillance and Generator). Only pending item is the BTIS. In addition, as-builts and warranty packages have been reviewed. Furthermore, MDC has confirmed "acceptance of transfer" of FP&L services/billing for both signalization and lighting along NW 12th Street. The Facility is still pending official transfer to MDX.

Monthly Program Status Report February 2019

Renewal & Replacement Program

Project #30029 – System-wide Bridge Rehabilitation and Joint repairs

Final set of Plans and Bid Package was reviewed by Engineering and sent to Procurement in January 2019.

Project #30033 – Systemwide Pavement Markings Rehabilitation (Phase II)

MDX has decided to have the new MDX Wet Weather Pavement Markings installed in high priority areas of the system via a work order with FDI.

Project #30034 – SR 924 Milling and Resurfacing from SR 826 to MM 1.2.

This project was procured jointly with MDX Project #40044 – SR 924 Drainage Improvements at NW 32nd Avenue and MDX Project #10021 – SR 924 Speed Feedback Signs. The Notice to Proceed was issued April 16, 2018 with a Construction duration of 240 Days. All paving operations were completed at the end of November 2018, including all the deficiencies found with the laser profiling test. The Contractor's Final Acceptance was issued as of December 29, 2018. Working on final estimates and project close-out documents.

Project #30037 – Systemwide Class V Coating (Phase I)

MDX has decided to combine this project with Project # 30043. The combined scope is currently being prepared, at which time Final Design will begin.

Project #30041 – SR 878 LED Roadway Lighting

The lighting upgrade recommendation memorandum has been submitted and reviewed. Memorandum is to be updated to shift the lighting to the median.

Project #30042 – SR 836 Replacement of High-Mast Lights with LED

The lighting upgrade recommendation memorandum has been submitted and was presented to MDX. Final Design is complete and the Bid Package is being prepared.

Project #30043 – Systemwide ORT Gantries & Signature Structures Painting

MDX has decided to combine this project with Project # 30037. The combined scope is currently being prepared, at which time Final Design will begin.

Project #30056 - Systemwide Infrastructure Modifications at Tolling Points

Final Acceptance was issued to the Contractor on January 9, 2019. The CEI is working on close-out package.

Miami-Dade Expressway Authority Small and Local Business Utilization Report MDX GEC A Contract # RFQ-16-02 - TERM 4 HNTB Corporation

MDX Procurement/Contract No.:	RFQ-16-02
Total Invoiced to Date (Prime & Subs):	\$5,552,369.48
Total Task Authorization Issued:	\$18,728,366.49
Prime Exclusions from SB/LB:	\$0.00
SB =	\$3,336,364.74
LB =	\$3,381,456.02
Billings thru:	January 2019

Contract Requirement:	Small Business	Local Business
Fiscal Year 2019 - Actual % Based on Invoiced to Date:	15%	15%
Fiscal Year 2019 - Forecast % Based on Current Commitments:	17.38%	13.62%
CONTRACT-to-Date - % Based on Contract Invoiced to Date:	17.81%	15.84%
	26.92%	18.06%

SB Firms	Check "x" all boxes that apply											Invoiced Amount To Date	Description of Services
	SBE/AE	SBE/CONS	SBE/GS	LB	DBE	MBE	B	H	W	OTHER			
Botas Engineering, Inc.	x		x	x	x						x	\$ 2,418.54	Highway/Bridge Design/Engineering
E Sciences, Inc.	x		x									\$ 20,121.03	Environmental Analysis
Fernandez-Beraud, Inc.	x		x	x	x							\$ 28,347.90	Landscape Architecture
Geosol, Inc.	x		x		x							\$ 207,855.90	Geotechnical Support
Glass Land Acq. Service Spec., Inc. (Jul - Oct)			x	x							x	\$ 91,248.49	Real Estate/Land Consulting
GOAL Associates, Inc.	x		x		x						x	\$ 16,545.31	Engineering Consulting
Manuel G. Vera & Associates, Inc.	x			x	x							\$ 12,717.61	Surveying & Mapping
MCO Construction & Services, Inc.		x	x	x	x						x	\$ 108,614.72	Scheduling Support
Ribbeck Engineering, Inc.	x			x	x							\$ 473,572.32	Highway/Stormwater Drainage & GIS
Trace Consultants, Inc.	x		x	x	x						x	\$ 3,496.44	Highway Engineering
SB Total												\$964,938.26	
LB Firms	Check "x" all boxes that apply											Invoiced Amount To Date	Description of Services
	SBE/AE	SBE/CONS	SBE/GS	LB	DBE	MBE	B	H	W	OTHER			
BCC Engineering, Inc.				x								\$ 8,268.41	MOT/Signing Design
Bermello, Ajamil & Partners, Inc.				x								\$ 356,077.69	Public Involvement/Geotech/Architecture
CH Perez & Associates, Inc.	x			x	x							\$ 127,577.80	Highway / Traffic Analysis
EV Services, Inc.			x	x	x						x	\$ 195,328.51	Public Communications Support
Glass Land Acquisition, Inc. (Jan - Jun)				x							x	\$ 67,818.60	Real Estate/Land Consulting
JM Risk Consultants, LLC				x								\$ 1,350.00	Risk Assessment Analysis
LB Total												\$756,421.01	
Remainder of Team	Check "x" all boxes that apply											Invoiced Amount To Date	Description of Services
	SBE/AE	SBE/CONS	SBE/GS	LB	DBE	MBE	B	H	W	OTHER			
HNTB Corporation												\$ 3,524,975.05	General Engineering Consulting Services
Ballast, LLC												\$ 19,262.50	Mobile App Development
CAB Professional Consulting Services												\$ 29,896.20	Parking Feasibility/Real Estate Construction
Construction Engineering Consultants Corp.												\$ -	Constructability Analysis
Clary Consulting Company												\$ -	Financial Support
E Sciences, Inc. (2nd Tier Subs)												\$ 7,475.00	Environmental Analysis
Gannett Fleming, Inc.												\$ 6,828.84	Engineering Consulting
Glass Land Acquisition, Inc. (non - SB /LB)				x							x	\$ 158,622.12	Real Estate/Land Consulting
Glass Land Acquisition, Inc. (2nd Tier Subs)												\$ 61,815.00	Right-of-Way Services
Hopping Green & Sams, P.A.												\$ 9,031.50	Planning and Consulting Services
SherlockTalent, Inc												\$ 13,104.00	IT Administration Support
Remainder of Team Total												\$3,831,010.21	
Combined Total												\$5,552,369.48	

MDX APPROVED CERTIFICATIONS PURSUANT TO MIAMI-DADE COUNTY'S SMALL BUSINESS PROGRAM

SBE/AE: Small Business Enterprise – Architectural & Engineering
SBE/CONS: Small Business Enterprise – Construction
SBE/GS: Small Business Enterprise – Goods and Services

MDX APPROVED CERTIFICATIONS PURSUANT TO THE MDX LOCAL PREFERENCE IN THE PROCUREMENT POLICY

LB: Local Business

FEDERAL/STATE PROGRAM: Ownership/control of firm of 51% or greater by a minority.

DBE: Disadvantaged Business Enterprise
MBE: Minority Business Enterprise
B: Black
H: Hispanic
W: Women-Owned
Other: Micro/SBE

Miami-Dade Expressway Authority
 Small and Local Business Utilization Report
 MDX Project/Service Title: General Engineering Consulting Services (GEC-B)
 EAC Consulting, Inc.



Operations, External Communications And Inter-Governmental Committee Meeting -
 03-26-2019
 Agenda Item No. V.C.

MDX Procurement/Contract No.:	RFP-15-04
Total Invoiced to Date (Prime & Subs):	\$3,613,444.69
Total Task Authorizations Issued:	\$7,338,981.00
Exclusions from SB/LB (Based on Invoiced to Date):	\$242,306.42
SB =	\$1,064,501.19
LB =	\$1,064,501.19
Date:	15-Mar-19
Billing thru:	31-Jan-19

Contract Requirement:	Small Business	Local Business
	15%	15%
Fiscal Year 2019 - Actual % Based on Invoiced to Date:	14.49%	28.88%
Fiscal Year 2019 - Forecast % Based on Current Commitments:	15.00%	15.00%
CONTRACT-to-Date - Actual % Based on Invoiced to Date:	17.10%	21.95%

SB Firms	Check "x" all boxes that apply											Invoiced Amount To Date	Description of Services
	SBE/AE	SBE/CONS	SBE/GS	LB	DBE	MBE	B	H	W	OTHER			
ASC Logic, Inc.	x		x									\$ 67,012.27	ITS Engineering, Implementation Services, Electrical Lighting Reviews and Contract Admin Support Services.
Azimuth 360 Consulting Group, Inc.	x			x	x							\$ 4,388.63	GIS Deliverables.
GCES Engineering Services, LLC	x		x		x	x			x			\$ 109,634.51	Geotechnical and Materials Engineering Testing Services.
HBC Engineering Company	x		x	x	x							\$ 5,038.80	Design of Maintenance of Traffic Plans for Systemwide and Contract Admin Support Services.
Holt Communications, Inc.			x		x		x			x		\$ 228,350.60	Public Involvement Services; Public Relations Community Relations Services.
Longitude Surveyors, LLC	x			x	x							\$ 73,522.60	Surveying Services.
R.J. Behar & Company, Inc.	x				x	x			x			\$ 224.89	Civil and Construction Inspections; Engineering Services, Environmental Consulting, Traffic Data Services, CADD Services, Final Estimates Review Services.
Smart-Sciences, Inc.	x		x	x	x	x				x		\$ 393.05	Environmental Consulting; Environmental Engineering-Biology Services.
SB Total												\$ 488,565.35	
LB Firms	Check "x" all boxes that apply											Invoiced Amount To Date	Description of Services
SBE/AE	SBE/CONS	SBE/GS	LB	DBE	MBE	B	H	W	OTHER				
EAC Consulting, Inc.				x			x					\$ 252,835.37	Professional Engineering Consulting Services.
H.Rodriguez Consulting Engineering, Inc.	x		x	x	x	x			x			\$ 720,712.24	Engineering Construction Management, Procurement and Contract Admin Support Services.
LB Total												\$ 973,547.61	
Remainder of Team	Check "x" all boxes that apply											Invoiced Amount To Date	Description of Services
SBE/AE	SBE/CONS	SBE/GS	LB	DBE	MBE	B	H	W	OTHER				
EAC Consulting, Inc.				x			x					\$ 1,754,158.45	Professional Engineering Consulting Services.
Atkins North America, Inc.												\$ 134,900.81	Engineering Construction Management, Project and Document Controls Support Services.
Graham Carey d.b.a careybRT (2nd Tier Vendor)												\$ 20,350.70	Bus Rapid Transit Consulting Services.
Grant, Stewart-Heron, LLC												\$ 6,094.26	GASB compliance, Accounting/Finance Quality Assurance Services.
Janus Research												\$ 1,523.83	Archaeological and Historical (CRM) Services.
J.E.M. Inspections & Engineering Services Inc. (2nd Tier Vendor)												\$ 10,400.00	Private Provider Services for Structural, Mechanical, Electrical, Plumbing, Building Permit, Fire and Safety Inspection.
RS&H, Inc.												\$ 34,553.03	Planning, Design and Traffic Operations Services.
Southwest Research Institute												\$ 37,312.26	ITS and Tolling Support Services.
Terracon Consultants, Inc.												\$ 92,582.29	Geotechnical, Materials Contract Administration/Support Services.
Transpath, Inc.												\$ 59,456.10	Engineering Consulting and Scheduling/Claim Analysis Services.
Remainder of Team Total												\$ 2,151,331.73	
Combined Total												\$ 3,613,444.69	

MDX APPROVED CERTIFICATIONS PURSUANT TO MIAMI-DADE COUNTY'S SMALL BUSINESS PROGRAM

SBE/AE: Small Business Enterprise – Architectural & Engineering
 SBE/CONS: Small Business Enterprise – Construction
 SBE/GS: Small Business Enterprise – Goods and Services

MDX APPROVED CERTIFICATIONS PURSUANT TO THE MDX LOCAL PREFERENCE IN PROCUREMENT POLICY

LB: Local Business

FEDERAL/STATE PROGRAM: Ownership/control of firm of 51% or greater by a minority.

DBE: Disadvantaged Business Enterprise
 MBE: Minority Business Enterprise
 B: Black
 H: Hispanic
 W: Women-Owned

**MDX Contingency Release History Report
Fiscal Years 2019-2023 Work Program**

Operations, External Communications and Inter-Governmental
Committee Meeting 3-26-19
Agenda Item V.D

Renewal & Replacement Account

Approved Contingency Amount: \$	9,250,000	Date	Project #	Description
R&R Contingency Release #1	\$ 122,531	7/10/18	83634	Additional budget needed for preliminary engineering, coordination and preparation of the Design-Build package beyond originally anticipated.
R&R Contingency Release #2	\$ 296,151	7/10/18	50001	Additional funds needed to cover design and construction project management for FY 2019 due to project extension. Additional scope added includes: GIS, Private provider, close project including assets transfer documentation, closing after CEI completion to be done by GEC in lieu of extending the CEI contract.
R&R Contingency Release #3	\$ 404,674	7/10/18	83629	Additional budget needed to cover extended post-design services under SA#8, post-design service management and project management efforts as a result of the extended project end date.
R&R Contingency Release #4	\$ 50,000	7/10/18	83618	Additional budget needed to expand the scope of work of CDM Smith under TA# RFP-16-03/FY18/TA-02 to include the development of interim year forecasts, a detailed time savings analysis, the development of additional traffic and revenue estimates for a widened project, development of detailed schematics, development of peak-hour volume estimates and other staff requests.
R&R Contingency Release #5	\$ 14,977	8/27/18	83618	Additional budget needed to provide planning support for development of project construction phases. Task includes: Development of preliminary construction schedules for individual phases, sub phases and peripheral arterial roadways. Review of engineering estimates. Assistance in identifying permitting and utility issues for resolution in upcoming solicitations. Initiate development of CEI solicitation documents including project specific staffing requirements and estimates. Coordination meetings.
R&R Contingency Release #6	\$ 607,375	8/27/18	83618	Additional budget needed to advance the community outreach, permitting, preliminary engineering and development of procurement documents for Design-Build services for Segment 1 of the project. Requested budget will cover activities through Dec. 2018. These tasks are included in the unfunded portion of the project which is anticipated to be funded in the near future.
R&R Contingency Release #7	\$ 289,974	11/5/18	83618	Additional budget is needed for the evaluation of two (2) additional alternative iterations between SW 8th Street and approximately SW 104th Street. These new alignment iterations are a direct result of Miami-Dade County's Comprehensive Development Master Plan (CDMP) amendment process for the project. This additional work is covered under the PD&E Consultant's Contract SA#5.
R&R Contingency Release #8	\$ 247,481	11/20/18	83629	CSXT is seeking an increase of \$247,481 to their previously approved Force Account Estimate, of which \$41,546 is for the current overrun and \$205,935 is for the work needed to complete the project. The overrun is attributable to two main items, first the original FAE was made before new labor rates and overhead burden rates went into effect. The original estimates were done in 2016 and with the work commencing in 2018 labor costs and material burden rates were higher. The second thing contributing to the overrun was the unforeseen subgrade conditions. The time and effort to dig and bore through coral rock to place the signals was not accounted for in the original estimate. The signal team spent a significant amount of time trying to lay cable due to the rock, and they had to demobilize and mobilize again because they initially could not get through the rock.
R&R Contingency Release #9	\$ 22,567	12/3/18	83618	Additional funds needed to revise project durations and estimates based on new segments (14) for Kendall Parkway.
R&R Contingency Release #10	\$ 181,183	2/22/19	83634	Additional budget is needed to update the SR 836 New HEFT Ramp Connections procurement package, coordinate with FDOT, Miami-Dade County and Florida's Turpike, and provide procurement support through Design-Build NTP. The package was previously prepared and submitted; however, the project was put on hold. Since then there have be changes to the surrounding project areas and adjacent project design documents have been updated. Additionally, the requested budget will cover a TA for GEC B for the preparation of a CE&I procurement package not included in original estimate.
R&R Contingency Release #11	\$ 261,485	2/22/19	83618	Additional budget is needed to continue to advance the project as mandated by the MDX Board until entire budget is allocated in the Work Program. This includes efforts associated with additional traffic analysis and report reviews, noise analysis and report reviews, project coordination, project management etc. Additional funds are needed for refinement of project durations and estimates for the mainline segments of Kendall Parkway.
R&R Contingency Release #12	\$ 2,806,793	Pending	83618	Additional funds are needed for Phase 013 to develop and submit a Master Plan for the Kendall Parkway corridor pursuant to the Interlocal Agreement with Miami-Dade County. This request also includes budget for data collection and solicitation development for the first Design-Build segment.
Remaining Balance: \$				3,944,809

Note that contingency release approval does not constitute a contractual increase of any kind.

PROCUREMENT REPORT

The following reports are for the period of February 14, 2019 through March 13, 2019:

- Executed Contracts
 - No Executed Contracts during this reporting period
- Executed Supplemental Agreements and Unilateral Agreements
- Cancelled Contracts
 - No contract cancelled during this reporting period

The information on the following reports is up-to-date as of March 13, 2019:

- Current Solicitations
- Active Contracts

MDX Small Business Outreach Program

- MDX for Business Program Schedule Winter/ Spring 2019

MDX Executed Supplemental Agreements

From 02/14/2019 To 03/13/2019

Firm Name:

WSP USA, Inc.

Proc/Cont No.:

RFQ-15-03

WPN:

87410.050

Original:

\$5,479,390.15

Current:

\$5,755,054.78

Original Exp:

Current Exp:

SA No:

2

Project/Service Title:

Construction Engineering and Inspection (CE&I) Services for the Design-Build Project of SR 874 Ramp Connector to SW 128th Street

SA Purpose:

To compensate the Consultant for additional Services needed due to the delay in the Design-Build Contract

Time Granted:

N/A

Amount Change (+/-):

\$275,664.63

Executed Date:

02/15/2019

Approval Date:

Firm Name:

A2 Group, Inc.

Proc/Cont No.:

RFQ-15-07

WPN:

83629.051

Original:

\$8,298,086.71

Current:

\$8,298,086.71

Original Exp:

Current Exp:

SA No:

1

Project/Service Title:

Construction Engineering and Inspection (CE&I) Services for Construction Services for SR 836 Interchange Modifications at 87th Ave.

SA Purpose:

Redistribution of Funds

Time Granted:

N/A

Amount Change (+/-):

\$0.00

Executed Date:

02/15/2019

Approval Date:

02/15/2019

MDX Executed Supplemental Agreements

Firm Name:

Odebrecht Construction, Inc.

Proc/Cont No.:	WPN:	Original:	Current:	Original Exp:
ITB-16-01	83629.060	\$65,993,466.17	\$67,223,721.61	08/06/2018
				Current Exp:
				05/23/2019

SA No:	Project/Service Title:
6	Construction Services for SR 836 Interchange Modifications at 87th Avenue

SA Purpose:	Time Granted:	Executed Date:
Time Extension for Extra Work: impact due to hurricane Michael; and to incorporate TE's for weather days	38 Calendar Days	02/15/2019
	Amount Change (+/-):	Approval Date:
	\$0.00	

Firm Name:

The De Moya Group, Inc.

Proc/Cont No.:	WPN:	Original:	Current:	Original Exp:
RFP-15-02	87410.030	\$41,204,000.00	\$45,689,602.15	08/05/2019
				Current Exp:
				08/05/2019

SA No:	Project/Service Title:
4	Design Build Services for SR 874 Ramp Connector to SW 128th Street

SA Purpose:	Time Granted:	Executed Date:
Increase to the Contract as a result of Extra Work	0 Calendar Days	02/25/2019
	Amount Change (+/-):	Approval Date:
	\$862,221.58	12/05/2018

MDX Executed Supplemental Agreements

Firm Name:

Odebrecht Construction, Inc.

Proc/Cont No.:	WPN:	Original:	Current:	Original Exp:
ITB-16-01	83629.060	\$65,993,466.17	\$67,223,721.61	08/06/2018
				Current Exp:
				05/23/2019

SA No:

Unilateral

Payment

Agreement #2

Project/Service Title:

Construction Services for SR 836 Interchange Modifications at 87th Avenue

SA Purpose:

Additional compensation and additional time

Time Granted:

85 Calendar DDays

Amount Change (+/-):

\$11,748.00

Executed Date:

02/26/2019

Approval Date:



MIAMI-DADE EXPRESSWAY AUTHORITY
3790 NW 21 St. // Miami, FL 33142
www.mdxway.com

CURRENT SOLICITATIONS REPORT AS OF MARCH 13, 2019

ALL SOLICITATIONS LISTED HEREIN ARE CURRENTLY UNDER THE CONE OF SILENCE PURSUANT TO THE MDX PROCUREMENT POLICY

Procurement/ Contract No.	Project/Service Title	Advertisement & Commencement of Cone of Silence	Method of Procurement	Awards Committee	Current Procurement Phase	Subsequent Procurement Phase
ITB-19-02	Construction Services for NW 82nd Avenue Reconstruction, Midway Pump Station and NW 7ST Connection	11/20/2018	Price Based Selection	Operations, External Communications & Intergovernmental	•For Consideration before the Committee and Board in April 2019	• To be determined
RFQ-19-02	Miscellaneous Construction Engineering and Inspection (CE&I) Services	2/13/2019	Qualification Based Selection for a Pool of three (3) Consultants	Operations, External Communications & Intergovernmental	•Proposal Submittal Deadline March 19, 2019	• Technical Evaluation Committee Meeting on or about 4/18/2019.

MDX Active Contracts *

A & P Consulting Transportation Engineers Corp.	# RFP-11-02	WPN 83629.020
Title Design Engineering Services for the Reconstruction of the NW 87th Avenue Interchange at SR 836	Executed 03/20/2012	
Contract Amount: \$8,387,379.97	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$7,843,242.78		
<i>Notes: Expiration: 60 days after Final Acceptance of the Project.</i>		
A2 Group, Inc.	# RFQ-15-07	WPN 83629.051
Title Construction Engineering and Inspection (CE&I) Services for Construction Services for SR 836 Interchange Modifications at 87th Ave.	Executed 04/22/2016	
Contract Amount: \$8,298,086.71	Current FY PTD (07/01-06/30): \$1,633,063.18	
Total Paid to Date: \$7,112,961.05		
<i>Notes: Expiration: 60 days after Final Acceptance of the Project.</i>		
A2 Group, Inc.	# RFQ-18-02	WPN 30056.051
Title CE&I Services for Construction Services for Civil Infrastructure Modifications for Toll Zones on SR 924, SR 878, and SR 924	Executed 06/01/2018	Expires 03/15/2019
Contract Amount: \$599,734.87	Current FY PTD (07/01-06/30): \$429,287.73	
Total Paid to Date: \$500,647.71		
<i>Notes: Expiration: 60 days after Final Acceptance of the Construction Project, or Project close out whichever happens first. ***The last day of billing for personnel will be 3/8/2019 and the last day for the office will be 3/15/2019. ***</i>		
Agency for State Technology	# MDX-17-08	WPN
Title Website Hosting Subscription	Executed 07/01/2017	Expires 06/30/2020
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$15,948.00	
Total Paid to Date: \$27,260.16		
Alpha 1 Staffing Search Firm LLC	# MDX-15-02-A	WPN N/A
Title Temporary Employment Agency Services	Executed 08/29/2014	Expires 08/29/2019
Contract Amount: \$239,998.99	Current FY PTD (07/01-06/30): \$38,808.00	
Total Paid to Date: \$208,540.23		
<i>Notes: As per vendor request, payments need to be made out to Wells Fargo Vendor # 1849. Invoices are saved on the shared drive under Wells Fargo</i>		

MDX Active Contracts *

Archer Western-De Moya Joint Venture	# MDX-16-01	WPN 83611.101
Title Design-Build Services for the Reconstruction of SR 836/I-395 from West of NW 17th Avenue to I-95/Midtown Interchange in Miami Dade County	Executed 07/12/2018	Expires 10/28/2022
Contract Amount: \$185,999,998.00	Current FY PTD (07/01-06/30): \$29,146,253.52	
Total Paid to Date: \$29,146,253.52		
AT&T Mobility National Accounts, LLC d/b/a AT&T Mobility	# MDX-15-08	WPN N/A
Title Mobile Communication Services	Executed 10/24/2014	Expires 01/10/2022
Contract Amount: \$199,999.99	Current FY PTD (07/01-06/30): \$10,754.50	
Total Paid to Date: \$117,597.53		
Audio Visual Innovations, Inc.	# MDX-19-01	WPN N/A
Title Audio Visual Equipment Services	Executed 10/05/2018	Expires 03/05/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		
Auto Holdings, LLC	# MDX-15-07-A	WPN N/A
Title Manufacturer Dealer Parts and Repairs Services	Executed 10/24/2014	Expires 10/23/2019
Contract Amount: \$199,999.00	Current FY PTD (07/01-06/30): \$1,726.90	
Total Paid to Date: \$16,674.40		
<i>Notes: Honda and Chevrolet Cars Only</i>		
Bank of America, N.A.	# MDX-15-01	WPN N/A
Title Armored Car and Depository Banking Services	Executed 07/01/2014	Expires 04/30/2019
Contract Amount: \$199,999.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$45,267.47		
Becker & Poliakoff, P.A.	# RFQ-19-03-A	WPN
Title Legislative Advocacy & Consulting Services	Executed 02/08/2019	Expires 02/08/2022
Contract Amount: \$180,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		
C.H. Perez & Associates Consulting Engineers, Inc.	# RFQ-18-01 (A)	WPN
Title Miscellaneous Design Services	Executed 11/15/2018	Expires 11/14/2021
Contract Amount: \$1,000,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

MDX Active Contracts *

CDM Smith, Inc.	# RFP-16-03	WPN N/A
Title Traffic and Revenue Consulting Services	Executed 07/01/2016	Expires 06/30/2021
Contract Amount: \$2,500,000.00	Current FY PTD (07/01-06/30): \$51,341.92	
Total Paid to Date: \$696,520.38		
Credit Protection Association, L.P.	# MDX-14-04	WPN N/A
Title Toll Collection System: Call Center, Back Office and Collection Services	Executed 09/20/2013	Expires 03/19/2020
Contract Amount: \$37,049,212.00	Current FY PTD (07/01-06/30): \$451,845.26	
Total Paid to Date: \$35,528,071.78		
De Leon & De Leon, P.A.	# RFQ-17-04 (B)	WPN N/A
Title Legal Support Services - Public Procurement/Contracts	Executed 04/03/2017	Expires 04/03/2020
Contract Amount: \$500,000.00	Current FY PTD (07/01-06/30): \$115,911.35	
Total Paid to Date: \$356,636.85		
<i>Notes: Contract Amount does not include cost of Litigation Services</i>		
Digital Assurance Certification LLC	# MDX-14-07	WPN N/A
Title SEC Post-Issuance Compliance Services	Executed 01/27/2014	
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$2,250.00	
Total Paid to Date: \$20,000.00		
<i>Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget. Expiration: Tied to the payoff of outstanding bonds.</i>		
EAC Consulting, Inc.	# RFP-15-04	WPN N/A
Title General Engineering Consulting Services(GEC-B)	Executed 07/01/2015	Expires 06/30/2020
Contract Amount: \$50,000,000.00	Current FY PTD (07/01-06/30): \$3,174,534.35	
Total Paid to Date: \$21,166,472.14		
Faneuil, Inc.	# ITB-15-02	WPN N/A
Title Customer Service Center Personnel	Executed 11/17/2015	Expires 11/16/2020
Contract Amount: \$3,800,000.00	Current FY PTD (07/01-06/30): \$84,917.03	
Total Paid to Date: \$1,153,846.99		

MDX Active Contracts *

First Southwest Asset Management, Inc.	# RFP-15-05	WPN N/A
Title Investment Advisory Services	Executed 10/27/2015	Expires 10/27/2020
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$35,219.94	
Total Paid to Date: \$225,748.53		
<i>Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget.</i>		
Florida Drawbridges, Inc.	# RFP-15-03	WPN N/A
Title Asset Maintenance Services	Executed 03/01/2015	Expires 06/30/2020
Contract Amount: \$46,000,000.00	Current FY PTD (07/01-06/30): \$4,126,936.37	
Total Paid to Date: \$30,266,599.29		
Full Moon Creative, LLC.	# IP-19-02	WPN N/A
Title Video Recording & Production Services	Executed 11/15/2018	Expires 11/15/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$1,000.00	
Total Paid to Date: \$1,000.00		
Gallagher Benefits Consulting Services, Inc.	# MDX-19-02	WPN N/A
Title Employee Benefits Consulting Services	Executed 10/01/2018	Expires 08/21/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$17,777.76	
Total Paid to Date: \$17,777.76		
GFA International, Inc.	# RFQ-17-01-(B)	WPN
Title Miscellaneous Materials Engineering and Testing Services	Executed 01/09/2019	Expires 01/08/2022
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		
GrayRobinson, P.A.	# RFQ-19-03-B	WPN
Title Legislative Advocacy & Consulting Services	Executed 02/13/2019	Expires 02/13/2022
Contract Amount: \$180,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		
GRM Information Management Services of Miami, LLC	# MDX-14-14	WPN N/A
Title Record Management Services	Executed 07/16/2014	Expires 07/17/2019
Contract Amount: \$199,999.00	Current FY PTD (07/01-06/30): \$2,888.72	
Total Paid to Date: \$17,339.89		

MDX Active Contracts *

Gus Machado Ford, Inc.	# MDX-15-07-B	WPN N/A
Title Manufacturer Dealer Parts and Repair Services	Executed 10/06/2014	Expires 10/05/2019
Contract Amount: \$199,999.00	Current FY PTD (07/01-06/30): \$8,718.57	
Total Paid to Date: \$61,037.65		

Hilltop Securities, Inc. D/B/A First Southwest	# RFQ-14-06	WPN N/A
Title Municipal Financial Advisory Services	Executed 01/27/2015	Expires 01/27/2020
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$93,570.80	
Total Paid to Date: \$488,021.32		

Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget an/or Cost of Issuance.

HNTB Corporation	# RFQ-16-02	WPN N/A
Title General Engineering Consulting Services (GEC-A)	Executed 03/22/2016	Expires 03/25/2021
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$5,518,723.23	
Total Paid to Date: \$27,594,210.58		

Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget and/or Work Program.

Holb-Sierra Corporation	# MDX-18-03	WPN N/A
Title Card Access Equipment, Installation and Services	Executed 05/23/2018	Expires 04/21/2019
Contract Amount: \$417,000.00	Current FY PTD (07/01-06/30): \$51,329.00	
Total Paid to Date: \$301,764.00		

Holland and Knight LLP	# MDX-17-01	WPN N/A
Title Consultation, Preservation of Record, and Legal Representation in Appeal of Final Judgement against MDX	Executed 11/14/2016	
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$278,540.63	
Total Paid to Date: \$1,101,929.33		

Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget.

MDX Active Contracts *

Infor (US), Inc.	# MDX-13-07	WPN N/A
Title Enterprise Resource Planning (ERP) Software, Implementation and Maintenance Services	Executed 08/26/2013	
Contract Amount: \$1,596,421.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$1,229,278.34		
<i>Notes: Perpetual License</i>		
Insight Public Sector	# IP-19-03	WPN N/A
Title VMWare Support Services & Warranty	Executed 10/01/2018	Expires 09/30/2021
Contract Amount: \$107,098.27	Current FY PTD (07/01-06/30): \$107,098.27	
Total Paid to Date: \$107,098.27		
<i>Notes: 3 Years contract</i>		
Insight Public Sector	# IP-18-02	WPN N/A
Title NetApp Support	Executed 07/01/2018	Expires 06/30/2019
Contract Amount: \$129,801.20	Current FY PTD (07/01-06/30): \$129,801.20	
Total Paid to Date: \$129,801.20		
Johnson, Anselmo, Murdoch, Burke, Pipe & Hochman, P.A.	# MDX-16-06	WPN
Title Legal Representation in Civil Action Brought against MDX and its Executive Director	Executed 01/25/2016	
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$13,987.10	
Total Paid to Date: \$187,608.14		
<i>Notes: Expiration: Completion of all matters related to lawsuit</i>		
Mansfield Oil Company of Gainesville, Inc.	# MDX-15-13	WPN N/A
Title Diesel Fuel Supply and Delivery Services	Executed 06/05/2015	Expires 06/04/2020
Contract Amount: \$199,999.99	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$6,244.48		
Marlin Engineering, Inc.	# RFP-16-01 (B)	WPN N/A
Title Inspection & Reporting Services for MDX Structures	Executed 07/21/2016	Expires 07/24/2020
Contract Amount: \$1,307,810.00	Current FY PTD (07/01-06/30): \$96,562.01	
Total Paid to Date: \$501,241.21		

MDX Active Contracts *

MINNESOTA LIFE INSURANCE COMPANY / SECURIAN LIFE INSURANCE COMPANY	# IP-19-04-B	WPN
Title Group Term Life & AD&D and Disability Insurance for MDX Employees	Executed 02/13/2019	Expires 12/31/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$1,315.96	
Total Paid to Date: \$1,315.96		
Moore Stephens Lovelace, P.A.	# RFP-16-04	WPN N/A
Title Financial Auditing Services	Executed 07/01/2016	Expires 12/31/2021
Contract Amount: \$338,657.68	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$183,272.00		
Mythics, Inc.	# IP-17-05	WPN N/A
Title Oracle Technical Support	Executed 06/30/2017	Expires 07/14/2020
Contract Amount: \$130,619.53	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$130,619.53		
New Millennium Engineering, Inc.	# RFQ-15-02	WPN 83628.050
Title Construction Engineering and Inspection (CE&I) Services for the Design-Build Project of SR 836 Operational, Capacity and Interchange Improvements	Executed 03/13/2015	
Contract Amount: \$14,678,200.34	Current FY PTD (07/01-06/30): \$2,226,867.24	
Total Paid to Date: \$13,199,932.50		
<i>Notes: Expiration: 60 days after Final Acceptance of the Project.</i>		
Odebrecht Construction, Inc.	# ITB-16-01	WPN 83629.060
Title Construction Services for SR 836 Interchange Modifications at 87th Avenue	Executed 04/26/2016	Expires 05/23/2019
Contract Amount: \$67,223,721.61	Current FY PTD (07/01-06/30): \$6,358,571.53	
Total Paid to Date: \$49,789,945.75		
Odebrecht Construction, Inc.	# RFP-14-03	WPN 83628.030
Title Design-Build Services for SR 836 Operational, Capacity and Interchange Improvements	Executed 03/16/2015	Expires 05/24/2019
Contract Amount: \$155,004,212.39	Current FY PTD (07/01-06/30): \$21,568,083.89	
Total Paid to Date: \$130,233,683.08		
Open Roads Consulting, Inc.	# MDX-14-03-B	WPN N/A
Title Automated/Manual Image Review System	Executed 02/28/2017	Expires 08/31/2023
Contract Amount: \$2,065,133.04	Current FY PTD (07/01-06/30): \$460,054.84	
Total Paid to Date: \$1,716,213.46		

MDX Active Contracts *

Pevida Highway Designers, LLC	# RFQ-18-01-B	WPN
Title Miscellaneous Design Services	Executed 02/12/2019	Expires 02/11/2022
Contract Amount: \$1,000,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

Pinnacle Consulting Enterprises, Inc.	# RFQ-17-02	WPN 30034.051, 40044.051, 10021.051
Title Construction Engineering and Inspection (CE&I) Services for SR 924/Gratigny Parkway Milling and Resurfacing (MP 0 to 1.2), Speed Feedback Signs and Drainage Improvements	Executed 02/13/2018	
Contract Amount: \$586,765.52	Current FY PTD (07/01-06/30): \$306,609.72	
Total Paid to Date: \$499,956.50		

Notes: Expiration: 60 days after Final Acceptance or close out of the Project.

Prison Rehabilitative Industries and Diversified Enterprises (PRIDE), Inc.	# MDX-16-04	WPN N/A
Title Manual Image Review (MIR) Processing Services	Executed 07/01/2016	Expires 06/30/2021
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$394,057.11	
Total Paid to Date: \$2,354,921.96		

Notes: Contract Amount: No established cap. Compensation managed by Board approved annual Operating Budget.

Professional Service Industries, Inc.	# RFQ-17-01-C	WPN Various
Title Miscellaneous Materials Engineering and Testing Services	Executed 11/06/2018	Expires 11/05/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

Prosys Information Systems, Inc	# IP-18-04	WPN N/A
Title Cisco SmartNet Services & Warranty Program	Executed 07/01/2018	Expires 06/30/2019
Contract Amount: \$199,949.45	Current FY PTD (07/01-06/30): \$199,949.45	
Total Paid to Date: \$199,949.45		

Quasius Investment Corp. d/b/a GCA	# IP-18-05	WPN N/A
Title Oracle Toll Image Storage System Expansion	Executed 06/27/2018	Expires 07/14/2020
Contract Amount: \$197,996.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$197,996.00		

MDX Active Contracts *

Safety Systems Barricades Corp.	# ITB-17-04	WPN N/A
Title System-wide Maintenance of Traffic (MOT) Services	Executed 07/24/2017	Expires 07/25/2020
Contract Amount: \$2,150,000.00	Current FY PTD (07/01-06/30): \$1,269,828.00	
Total Paid to Date: \$1,685,380.00		
Sanson, Kline, Jacomino Tandoc & Gamarra, LLP	# IP-14-05	WPN N/A
Title Accounting & Reporting Support Services	Executed 10/01/2014	Expires 10/01/2019
Contract Amount: \$239,999.98	Current FY PTD (07/01-06/30): \$3,105.00	
Total Paid to Date: \$149,757.50		
Software House International, Inc.	# MDX-18-07	WPN N/A
Title Microsoft Enterprise Agreement	Executed 12/01/2017	Expires 11/30/2020
Contract Amount: \$59,054.92	Current FY PTD (07/01-06/30): \$29,527.46	
Total Paid to Date: \$59,054.92		
Squire Patton Boggs (US) LLP / D. Seaton and Associates, P.A.	# RFQ-17-04(C)	WPN N/A
Title Legal Support Services - Bond/Disclosure & Financial	Executed 04/01/2017	Expires 03/31/2020
Contract Amount: \$2,000,000.00	Current FY PTD (07/01-06/30): \$23,676.50	
Total Paid to Date: \$76,948.37		
Standard Insurance Company	# IP-19-04-A	WPN
Title Group Term Life, AD&D and Disability Insurance for MDX Employees	Executed 01/16/2019	Expires 12/31/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$3,209.82	
Total Paid to Date: \$3,209.82		
Stantec Consulting Services Inc.	# RFP-12-01	WPN 83618.011
Title Project Development and Environment (PD&E) Study for SR 836 Southwest Extension from Northwest 137th Avenue to Southwest 136th Street	Executed 12/04/2013	Expires 12/03/2019
Contract Amount: \$8,113,872.55	Current FY PTD (07/01-06/30): \$1,510,400.88	
Total Paid to Date: \$6,138,980.88		
Ted & Stan's Towing Services, Inc.	# RFP-14-01	WPN N/A
Title Road Ranger Services Patrol for the MDX System	Executed 12/30/2013	Expires 06/30/2020
Contract Amount: \$15,152,450.00	Current FY PTD (07/01-06/30): \$1,659,408.97	
Total Paid to Date: \$11,734,866.89		

MDX Active Contracts *

The De Moya Group, Inc.	# RFP-15-02	WPN 87410.030
Title Design Build Services for SR 874 Ramp Connector to SW 128th Street	Executed 04/29/2015	Expires 08/05/2019
Contract Amount: \$45,689,602.15	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$14,032,032.94		

Tierra South Florida, Inc.	# RFQ-17-01 (E)	WPN
Title Miscellaneous Materials Engineering and Testing Services	Executed 09/13/2018	Expires 09/12/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

Towne Park Co.	# LA-09-01	WPN N/A
Title License Agreement in favor of MDX relating to the use of parking facilities located adjacent to Sheraton Airport Hotel and MDX and owned by Towne Park	Executed 11/02/2009	Expires 11/01/2020
Contract Amount: \$198,000.00	Current FY PTD (07/01-06/30): \$13,500.00	
Total Paid to Date: \$159,000.00		

TRACE Consultants, Inc.	# RFQ-18-01-C	WPN
Title Miscellaneous Design Services	Executed 11/08/2018	Expires 11/07/2021
Contract Amount: \$1,000,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

Transcore, LP	# MDX-15-09	WPN N/A
Title Software and Hardware Maintenance Services for the Open Road Tolling (ORT) System on SR 112 and SR 836	Executed 05/01/2015	Expires 04/30/2022
Contract Amount: \$13,100,000.00	Current FY PTD (07/01-06/30): \$283,408.76	
Total Paid to Date: \$4,961,144.96		

Transcore, LP	# MDX-13-06	WPN N/A
Title Toll Collection System: Equipment Installation, Maintenance and Support Services	Executed 04/19/2013	Expires 09/01/2019
Contract Amount: \$26,616,063.37	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$25,005,267.08		

Notes: Expiration: Completion of the 83628 and 83629 Projects.

MDX Active Contracts *

Transcore, LP	# MDX-18-02	WPN N/A
Title Toll Collection System: Equipment, Installation, Maintenance, and Support Services	Executed 02/01/2018	Expires 02/01/2028
Contract Amount: \$33,609,745.00	Current FY PTD (07/01-06/30): \$5,441,862.40	
Total Paid to Date: \$10,718,312.27		

TranSystems Corporation d/b/a TranSystems Corporation Consultants	# RFP-16-01 (A)	WPN N/A
Title Inspection & Reporting Services for MDX Structures	Executed 07/21/2016	Expires 07/24/2020
Contract Amount: \$1,307,810.00	Current FY PTD (07/01-06/30): \$84,999.00	
Total Paid to Date: \$492,420.91		

Tyler Technologies, Inc.	# ITN-02-02	WPN N/A
Title Financial Management System Software and Implementation Services	Executed 06/27/2002	
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$2,465.70	
Total Paid to Date: \$841,668.63		

Notes: Expiration: Perpetual License Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget.

U.S. Security Associates, Inc.	# MDX-18-05	WPN
Title Security Guard Services for Dolphin Park & Ride Facility	Executed 06/08/2018	Expires 12/22/2022
Contract Amount: \$1,000,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

Universal Engineering Sciences, Inc.	# RFQ-17-01-(F)	WPN
Title Miscellaneous Materials Engineering and Testing Services	Executed 01/09/2019	Expires 01/08/2022
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

Weiss Serota Helfman Cole & Bierman, P.L.	# RFQ-11-02-B	WPN N/A
Title Bond Counsel/Financial Legal Services and General Counsel Support Services	Executed 03/31/2011	
Contract Amount: \$0.00	Current FY PTD (07/01-06/30): \$27,663.26	
Total Paid to Date: \$9,567,307.91		

Notes: Expiration: Completion of on-going litigations. Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget.

MDX Active Contracts *

Weiss Serota Helfman Cole & Bierman, P.L.	# RFQ-17-04 (A)	WPN N/A
Title Legal Services Support - Eminent Domain	Executed 04/01/2017	Expires 03/31/2020
Contract Amount: \$1,500,000.00	Current FY PTD (07/01-06/30): \$466,706.06	
Total Paid to Date: \$1,948,939.69		

Notes: Contract Amount does not include cost of litigation services. As of 3/13/2019 the Litigation Services Amount Paid is \$1,411,265.26

Wood Environment & Infrastructure Solutions, Inc.	# RFQ-15-05	WPN 83628.069
Title Materials Engineering and Testing Services for SR 836 Operational, Capacity and Interchange Improvements.	Executed 01/21/2016	
Contract Amount: \$747,879.86	Current FY PTD (07/01-06/30): \$35,702.21	
Total Paid to Date: \$411,916.23		

Notes: Expiration: 60 days after Final Acceptance of the Project.

Wood Environment & Infrastructure Solutions, Inc.	# RFQ-17-01-A	WPN
Title Miscellaneous Materials Engineering and Testing Services	Executed 12/11/2018	Expires 12/10/2021
Contract Amount: \$200,000.00	Current FY PTD (07/01-06/30): \$0.00	
Total Paid to Date: \$0.00		

WSP USA, Inc.	# RFQ-15-03	WPN 87410.050
Title Construction Engineering and Inspection (CE&I) Services for the Design-Build Project of SR 874 Ramp Connector to SW 128th Street	Executed 05/15/2015	
Contract Amount: \$5,755,054.78	Current FY PTD (07/01-06/30): \$828,677.14	
Total Paid to Date: \$3,796,409.34		

Notes: Expiration: 60 days after Final Acceptance of the Design-Build Project, or Project close out whichever happens first.

The following courses are offered by the Miami-Dade Expressway Authority (MDX) free to Certified Small Businesses and at a discounted fee to MDX Certified Local Businesses.

Course Title	Date
Finance for Non-Financial Managers/Quickbooks (24-hour course provide by Miami Dade College, hosted & sponsored by MDX)	February 20, 2019 February 27, 2019 March 6, 2019 March 12, 2019
Construction Law	February 28, 2019
Project Management (20-hour course provided by Miami Dade College, hosted & sponsored by MDX)	April 3, 2019 April 10, 2019 April 24, 2019 May 8, 2019 May 22, 2019
Certified Fiber Optic Technician (CFOT) Program	May 1 - 3, 2019
Temporary Traffic Control (TTC) - Intermediate	May 15 -16, 2019
Temporary Traffic Control (TTC) - Advanced	June 4 - 5, 2019

For More Information

To obtain the applications and more information, please visit the MDX website at www.MDXWay.com or contact the MDX Procurement Department at MDX4Business@MDXWay.com or 305-637-3277.