

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

**BOARD OF DIRECTORS MEETING** 

THURSDAY, JANUARY 31, 2019

6:00 PM

WILLIAM M. LEHMAN MDX BUILDING

3790 NW 21ST STREET **MIAMI, FLORIDA 33142** 

www.mdxway.com

MAYOR CARLOS A. GIMENEZ

Chair

LEONARD BOORD

Vice-Chair

LOUIS V. MARTINEZ, ESQ.

Treasurer

JAMES WOLFE, P.E.

FDOT District Six Secretary

COMMISSIONER AUDREY M. EDMONSON SHELLY SMITH FANO MARITZA GUTIERREZ ARTHUR J. MEYER

LUZ WEINBERG

**AGENDA** 

Executive Director

MARIALUISA NAVIA LOBO

Board Secretary

- JAVIER RODRÍGUEZ, P.E. I. CALL TO ORDER
  - A) PLEDGE OF ALLEGIANCE
  - B) ROLL CALL
  - C) APPROVAL OF AGENDA
  - D) DECLARATIONS OF VOTING CONFLICTS
  - E) CITIZEN COMMENT
  - F) CHAIR'S COMMENTS
  - II. APPROVAL OF SUMMARY MINUTES
    - Board Meeting of December 5, 2018
  - III. EXECUTIVE DIRECTOR'S REPORT
  - IV. GENERAL COUNSEL'S REPORT
  - V. TPO REPRESENTATIVE REPORT
  - VI. TREASURER'S REPORT



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#### VII.

#### REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

- A) MDX Work Program No. 92404 SR 924 Extension West to the Homestead Extension of the Florida Turnpike (\$5,792,000)
  - Approval of a Locally Funded Agreement (LFA) with Florida's Turnpike Enterprise (FTE) to Facilitate the Construction of MDX Ramp Bridges 1, 2 and 3 Substructure by FTE and the Construction of the 92404 Interchange on FTE ROW by MDX.
- B) MDX Procurement/Contract No. MDX-19-02 MDX Purchase of LED Roadway Lighting Luminaires (Not-to-Exceed \$600,000)
  - Approval of Purchase Order for LED Roadway Lighting Luminaires
- C) MDX Procurement/Contract No. RFQ-19-03- Legislative Advocacy & Consulting Services (Not-to-Exceed \$180,000/Contract)
  - Approval of recommendation from Technical Evaluation Committee (TEC) to select the highest ranked Proposer(s)

#### VIII. INFORMATIONAL ITEMS

- A) Procurement Report
- **B)** Public Communications Report

#### IX. ANNOUNCEMENTS

- Operations, External Communications & Inter-Governmental Committee Meeting, 2/26/19, 2:00 PM, William M. Lehman MDX Building Board Room
- Finance, Policy & Planning Committee Meeting, 2/26/19, 3:00 PM, William M. Lehman MDX Building Board Room
- Board Meeting, 2/26/19, 4:00 PM, William M. Lehman MDX Building Board Room

#### X. ADJOURNMENT

#### MIAMI-DADE EXPRESSWAY AUTHORITY CONFLICT OF INTEREST REPORT BOARD OF DIRECTORS MEETING JANUARY 31, 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 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 |
|-------------|--|--|-----------------------------|
| VII. B      | MDX Procurement/ Contract Number: MDX-19-02 MDX Work Program No.: N/A MDX Project/Service Title: MDX Purchase of LED Roadway Lighting Luminaries                     | Sesco Lighting, Inc. Melody Lenhart (TCFO) Rhonda Viveney (SD) Robert Bransome (VPD) Marshall Graham ( C ) Todd Langner (PCEO) |                             |
| VII.C       | MDX Procurement/ Contract Number: <b>RFQ-19-03</b> MDX Work Program No.: <u>N/A</u> MDX Project/Service Title: <u>Legislative Advocacy &amp; Consulting Services</u> | SEE ATTACHED LIST OF RESPONDENTS   |                             |



### **List of Respondents**

## MDX PROCUREMENT/CONTRACT NO.: RFQ-19-03 MDX PROJECT/SERVICE TITLE: LEGISLATIVE ADVOCACY & CONSULTING SERVICES

PROPOSAL DUE DATE: <u>DECEMBER 14, 2018</u>

| Respondents   | FEIN#      | Principal(s)  | Sub-Consultants                | FEIN #     | Principal(s)                         |
|---|------------|---|--------------------------------|------------|--------------------------------------|
| Becker & Poliakoff, P.A. 1East Broward Boulevard, Suite 1800 Fort Lauderdale, Florida 33301 Jose A. Bermudez Senior Government Relations Consultant Phone: 305-262-4433 E-Mail: jbermudez@beckerlawyers.com  204 S. Monroe Street, Suite 203 Tallahassee, Florida 32301 | 59-1640708 | Allen M. Levine<br>Gary C. Rosen<br>Steven B. Lesser  | Pereira Reyes Consulting, Inc. | 82-3834400 | Manuel Reyes                         |
| Converge Government Affairs of Florida, Inc. 3250 NE 1st Avenue, Suite 305 Miami, Florida 33137 Paul Lowell Partner Phone: 850-391-4077, Ext. 702 E-Mail: paul@convergegov.com  | 83-0824143 | Jonathan Kilman   | Gomez Barker Associates, Inc.  | 65-0258044 | Fausto Gomez<br>Alina Gomez          |
| GrayRobinson, P.A. 301 South Bronough Street, Suite 600 Tallahassee, Florida 32301 Joseph R. Salzverg Government Consultant Phone: 305-416-6880 E-Mail: joseph.salzverg@gray-robinson.com   | 59-1300132 | Byrd F. Marshall, Jr. Charles J. Gray Mayanne Downs Michael E. Neukamm Dean R. Cannon Jason Unger Borron Owen | Sun City Strategies, LLC       | 46-2637933 | Eduardo Gonzalez<br>Barbara Gonzalez |
| Saul Ewing Arnstein & Lehr LLP 200 South Biscayne Boulevard, Suite 3600 Miami, Florida 33131 Miguel Diaz de la Portilla Partner Phone: 305-428-4543 E-Mail: md.portilla@saul.com  | 23-1416352 |   |                                |            |                                      |
| SKD Consulting Group, Inc.<br>210 S. Monroe Street<br>Tallahassee, Florida 32301  | 26-0094723 | Stephen S. Dick<br>Kay C. Dick  |                                |            |                                      |



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|--|------------|--|------------------------------|------------|--------------------|
| Courth own Ctristomy Croup. In a                     | 59-3584976 | Dayl D. Dwadahayy                      | Elaglar Stratogica II C      | 81-4079675 | Michael G. Cantens |
| Southern Strategy Group, Inc.<br>123 S. Adams Street | 37-3304770 | Paul R. Bradshaw<br>Christopher Dudley | Flagler Strategies, LLC      | 01-4077073 | Michael G. Gantens |
| Tallahassee, Florida 32301                           |            | diffiscopiler Dudiey                   | Signal Group Consulting, LLC | 71-0870873 | Wiley Rein, LLP    |
| Adria Cavany   |            |  |                              |            | ,                  |

Adria Cavany

COO

Phone: 850-671-4401

E-Mail: cavany@usstrategy.com

#### MIAMI-DADE EXPRESSWAY AUTHORITY (MDX) BOARD OF DIRECTORS MEETING

#### WEDNESDAY, DECEMBER 5, 2018 4:00 PM

#### WILLIAM M. LEHMAN MDX BUILDING 3790 NW 21<sup>ST</sup> STREET MIAMI, FLORIDA 33142

#### AGENDA SUMMARY MINUTES

#### **Members Present**

Carlos A. Gimenez, Chair Leonard Boord, Vice Chair Louis V. Martinez, Esq., Treasurer James Wolfe, P. E., District VI Secretary Audrey M. Edmonson Maritza Gutiérrez Arthur J. Meyer Luz Weinberg

#### Staff

Javier Rodriguez, P.E., Executive Director
Marie T. Schafer, Director of Finance/CFO
Steve Andriuk, Director of Toll Operations
Juan Toledo, Director of Engineering
Carlos Zaldivar, General Counsel
Francine Steelman, Associate General Counsel
Helen Cordero, Manager of Procurement and Contracts Administration
Maria Luisa Navia Lobo, Board Secretary

#### **Consultants**

Albert Sosa, HNTB (GEC-A) Rick Crooks, EAC Consultants (GEC-B) Tere Garcia, Ajamil & Partners, Inc. (GEC-A) Randy Topel, First Southwest Co.

#### **Members Absent**

Shelly Smith Fano

#### CALL TO ORDER & ROLL CALL

Chair Gimenez called the meeting to order. Ms. Navia Lobo called the roll and announced that a quorum of the MDX Board was present.

#### PLEDGE OF ALLEGIANCE

Chair Gimenez asked Commissioner Edmonson to lead in the Pledge of Allegiance.

#### **APPROVAL OF AGENDA**

Mr. Martinez moved to approve the agenda as presented. Mr. Boord seconded the motion. The motion was unanimously approved.

#### **DECLARATIONS OF VOTING CONFLICTS**

No conflicts were declared.

#### **CITIZEN COMMENT**

No comments.

#### APPROVAL OF SUMMARY MINUTES

• Board Meeting of October 30, 2018

Mr. Martinez moved to approve the Summary Minutes. Commissioner Edmonson seconded the motion. The motion was unanimously approved.

#### EXECUTIVE DIRECTOR'S REPORT & TPO REPRESENTATIVE REPORT

Mr. Rodriguez briefed Members on the following matters:

- A Public Hearing has been scheduled for December 13, 2018 for the Kendall Parkway Project. The documents supporting the NEPA Study have been available for the public at 3 Miami-Dade County Public Libraries and at the MDX Headquarters for the past three weeks. There have been three challenges filed against the County's Comprehensive Development Master Plan ("CDMP") Amendment, the hearing is scheduled for April 15, 2019. Staff is coordinating with the County Attorney's office.
- A copy of the latest Newsletter was included in the agenda package; which informed MDX
  registered users that there will not be a customer cash back this year
- Letter to the Transportation Planning Organization ("TPO") Director, formalizing level of financial commitments made to the TPO program of priorities, primarily the SMART Plan projects that are on SR 836, SR 874 and SR 878.
- Update of Project 83611 the Miami River, River Walk was not addressed in the PD&E documents. Staff is working with the Miami River Commission design group.
- Florida Automated Vehicle Summit was held in Tampa on November 27-28, 2018. In 2019
  Miami will host the Summit, MDX-MDC and TPO will work together for the Automated
  Electric and Connected Vehicle Summit

Members discussed the schedule of monthly MDX Committee meetings and recommended that Committee meeting be scheduled on the same day as the monthly Board Meeting.

#### **GENERAL COUNSEL'S REPORT**

Mr. Zaldivar reported on the ETCC litigation. The appellate brief will be filed on December 21, 2018.

#### TREASURER'S REPORT

Ms. Schafer reported the Treasurer's Report is for the year to date thru October 2018, which is for the 4 months of fiscal year 2019. The year to date toll is negative by \$13.9 million. As discussed at the last Board Meeting the video billings toll by plate revenue will not be recognized until the invoices are mailed out to customers. As an update, invoices were to be mailed out in November the timeline has since moved to December or possibly not until January. Year to date expenses are in line with the budget. Ms. Schafer and Mr. Andriuk entertained questions from Members.

Members discussed the toll savings since the toll reduction and customers' communication. Mr. Boord recommended a ticker be placed on the MDX website with the amount of toll dollars saved daily since the tolls were reduced. He also stated that that number should be reported to Members on a monthly basis.

Commissioner Edmonson directed staff to put together a communications plan on getting the message out.

#### **CONSENT AGENDA**

- A) Travel Approval:
  - January 24-25, 2019, Travel to Orlando, FL, By Board Member Meyer and Executive Director Rodriguez to attend the TEAMFL/ FTC Annual Meeting

Mr. Martinez moved to approve the Consent Agenda. Mr. Boord seconded the motion. The motion was unanimously approved.

#### **REGULAR AGENDA**

A) Approval of Fiscal Year 2018 Audited Comprehensive Annual Financial Report (CAFR) (Endorsed by the FPP Committee on 11/13/18)

Mr. Martinez stated that all Board Members should have received the Annual Financial Statements CAFR and the Citizens version of the financial statements.

Mr. Martinez moved to approve the FY 2019 Audited CAFR. Commissioner Edmonson seconded the motion. The motion was unanimously approved.

B) Approval of Revision to MDX Property Acquisition Policy (Endorsed by the FPP Committee on 11/13/18)

Mr. Martinez stated the committee thoroughly discussed the policy. Mr. Rodriguez introduced the item and explained the process of the acquisition of a parcel under the current Based on staff's collective experience gained through the MDX ROW program, staff has identified a number of revisions that will help streamline the process of acquiring the large number of

properties (estimated 600 parcels) required for the Kendall Parkway Project without sacrificing Board oversight. The proposed revisions are intended to clarify and streamline the process of the acquisition of parcels and the handling of business damages claims.

Mr. Martinez moved to approve revisions to the MDX Property Acquisition Policy. Mr. Boord seconded the motion. The motion was unanimously approved.

C) Approval to Advertise for lease of MDX Parcel 11205-158/159

Mr. Martinez moved to approve the advertisement. Mr. Boord seconded the motion. The motion was unanimously approved.

- D) MDX Procurement/Contract Number RFP-15-02; MDX Work Program No. 87410.030 Design-Build Services for SR 874 Ramp Connections to SW 128th Street (\$862,221.58)
  - Approval of Supplemental Agreement ("SA") No. 4.

Mr. Toledo introduced the item and explained the SA covers work associated with the Miami Vineyard Community Church. MDX obtained an Order of Taking that resulted in MDX owning Parcels previously owned by the Miami Vineyard Community Church to accommodate the alignment. The church requested that MDX construct the portion of the cure that would impact the construction of MDX 87410 Project. MDX agreed to construct the Interim Cure to ensure that MDX had control over the timing of this work, and to minimize potential delays to the Project if the Church did not implement the Interim Cure on their own in a timely manner. In addition, the Interim Cure work must be coordinated with the work of the MDX 87410 Project. As MDX has already paid the owner for the Interim Cure work, the costs associated with this Supplemental Agreement will be negotiated out of the final payment for the Parcel during the Compensation Phase of the ROW Acquisition Process.

Commissioner Edmonson moved to approve supplemental agreement No. 4. Mr. Boord seconded the motion. The motion was unanimously approved.

- E) MDX Procurement/Contract Number RFP-14-03; MDX Work Program Nos. 83628.030, Design-Build Services for SR 836 Operational, Capacity and Interchange Improvements (\$2,359,071.71)
  - Approval of Supplemental Agreement No. 4

Mr. Toledo introduced the item he explained the requested changes increase safety and efficiencies on SR 836, as well as realize long-term savings to MDX.

Commissioner Edmonson moved to approve Supplemental Agreement No. 4. Mr. Boord seconded the motion. The motion was unanimously approved.

- F) Interlocal Agreement ("ILA") between Miami-Dade County, City of Hialeah, City of Hialeah Gardens and Miami-Dade Expressway Authority for the Construction of NW 107th Avenue between NW 138th Street and NW 170th Street.
  - Approval of Amendment No. 1

Mr. Toledo introduced the item and explained as outlined in the agreement, Miami Dade County was fiscally responsible for all costs associated with the design and construction of the 107th Avenue Project and would reimburse MDX during the construction phase as funds became available. Additionally, The Cities of Hialeah and Hialeah Garden would acquire the necessary rights-of-way, including any subordination of utilities along NW 107 Avenue. Amendment no. 1 to the ILA changes, in that now, the County will advance the construction funds to MDX prior to expenditures on the Project in two disbursements. The initial disbursement will be prior to the Project's solicitation and the second disbursement will be once the construction expenditures reach 75% of the initial disbursement. The other change to the ILA, is that Miami-Dade County will assume responsibility for acquiring the remaining parcels needed along NW 107th Avenue and the Cities of Hialeah and Hialeah Gardens will no longer have any responsibilities to the agreement.

Mr. Boord moved to approve Supplemental Agreement No. 1 for the Interlocal Agreement (ILA) between Miami-Dade County, City of Hialeah, City of Hialeah Gardens and MDX for the Construction of NW 107<sup>th</sup> Avenue between NW 138 St. and NW 170 St. Mr. Meyer seconded the motion. The motion was unanimously approved.

#### **INFORMATIONAL ITEMS**

- A) MDX Work Program Monthly Status Report October 2018
- B) HNTB SBE/LB Utilization Report
- C) EAC SBE/LB Utilization Report
- D) MDX Contingency Release History Report
- E) Procurement Report
- F) Public Communications Report

Mr. Rodriguez explained that as customary all the informational items are provided for your information.

#### **CHAIR'S COMMENTS**

Chair Gimenez stated the importance of communicating to the public about the 5% toll reduction on MDX roads

He directed staff to update the completion date on the project marker for SR 836.

Chair Gimenez informed Members that he had the experience of riding in a Level 4 Ford automated vehicle.

#### **ANNOUNCEMENTS**

Board Meeting, 1/29/19, 4:00 PM, William M. Lehman MDX Building – Board Room

#### **ADJOURNMENT**

Chair Gimenez adjourned the Board Meeting.

Summary Minutes prepared by Maria Luisa Navia Lobo, Board Secretary.



#### MIAMI-DADE EXPRESSWAY AUTHORITY

#### (UNAUDITED) ACTUAL VS BUDGET REPORT December 31, 2018

|   | De | cember 2018<br>Actual | De | cember 2018<br>Budget | Variances      | %       | De | ecember YTD<br>Actual | D  | ecember YTD<br>Budget | V    | ariances    | %       |
|---|----|-----------------------|----|-----------------------|----------------|---------|----|-----------------------|----|-----------------------|------|-------------|---------|
| Revenues  Toll Revenues                             | \$ | 15,739,035            | \$ | 20,363,000            | \$ (4,623,965) | (22.71) | \$ | 93,882,432            | \$ | 116,564,000           | \$ ( | 22,681,568) | (19.46) |
| Fee Revenues  |    | 411.811               |    | 997,345               | (585,534)      | , ,     |    | 3,807,324             |    | 5,984,071             | ,    | (2,176,748) | (36.38) |
| Interest/Dividend Income                            |    | 994,271               |    | 510,000               | 484,271        | 94.96   |    | 5,163,902             |    | 3,060,000             |      | 2,103,902   | 68.75   |
| Other Revenues                                      |    | 54,773                |    | 54,315                | 458            | 0.84    |    | 342,396               |    | 325,887               |      | 16,509      | 5.07    |
| Total Revenues                                      | \$ | 17,199,891            | \$ | 21,924,660            | \$ (4,724,769) |         | \$ | 103,196,053           | \$ | 125,933,958           | \$ ( | 22,737,905) | (18.06) |
| Operations, Maintenance & Administration Expenses   |    |                       |    |                       |                |         |    |                       |    |                       |      |             |         |
| Operations  |    |                       |    |                       |                |         |    |                       |    |                       |      |             |         |
| Toll Operations                                     |    |                       |    |                       |                |         |    |                       |    |                       |      |             |         |
| Toll-by-Plate Billings & Customer Service Support   | \$ | 10,327                | \$ | 11,070                | \$ 743         | 6.71    | \$ | 763,098               | \$ | 861,122               | \$   | 98,024      | 11.38   |
| Toll IT Systems Support & Operations                |    | 74,954                |    | 77,478                | 2,525          | 3.26    |    | 228,341               |    | 256,176               |      | 27,835      | 10.87   |
| In-Lane Software/Hardware Maint & Support           |    | 273,299               |    | 283,197               | 9,898          | 3.49    |    | 1,253,311             |    | 1,378,179             |      | 124,869     | 9.06    |
| Image Review Software and Support                   |    | 101,497               |    | 131,078               | 29,582         | 22.57   |    | 638,374               |    | 789,470               |      | 151,095     | 19.14   |
| Toll-by-Plate Postage & Printing                    |    | -                     |    | 683                   | 683            | 100.00  |    | 23,329                |    | 30,400                |      | 7,071       | 23.26   |
| Utilities   |    | 3,615                 |    | 10,009                | 6,394          | 63.88   |    | 71,410                |    | 104,782               |      | 33,372      | 31.85   |
| Traffic & Revenue Studies                           |    | 4,000                 |    | 5,000                 | 1,000          | 20.00   |    | 37,712                |    | 45,000                |      | 7,288       | 16.19   |
| Other Toll Operations Expenses                      |    | 17,681                |    | 17,773                | 92             | 0.52    |    | 98,922                |    | 100,335               |      | 1,413       | 1.41    |
| FDOT, Toll Operations (SunPass Processing Charges)  |    | 1,000,532             |    | 1,465,270             | 464,738        | 31.72   |    | 6,003,194             |    | 8,577,572             |      | 2,574,378   | 30.01   |
| FDOT, Toll Operations (SunPass Transponder Subsidy) |    | 144,526               |    | 144,526               |                |         |    | 867,159               |    | 867,159               |      |             |         |
| <b>Total Toll Operations</b>                        |    | 1,630,431             |    | 2,146,085             | 515,654        | 24.03   |    | 9,984,850             |    | 13,010,195            |      | 3,025,345   | 23.25   |
| Roadway Operations                                  |    |                       |    |                       |                |         |    |                       |    |                       |      |             |         |
| Traffic Management Center Expenses                  |    | 40,903                |    | 42,464                | 1,561          | 3.68    |    | 542,349               |    | 547,524               |      | 5,175       | 0.95    |
| Service Patrols & RISC                              |    | 210,163               |    | 214,542               | 4,379          | 2.04    |    | 1,266,894             |    | 1,287,750             |      | 20,856      | 1.62    |
| Roadway Lighting                                    |    | 27,196                |    | 40,364                | 13,167         | 32.62   |    | 154,994               |    | 186,182               |      | 31,187      | 16.75   |
| NPDES Permits                                       |    | 27,923                |    | 27,923                | -              | -       |    | 29,798                |    | 29,798                |      | -           | -       |
| Intelligent Transportation Systems Expenses         |    | 8,471                 |    | 8,512                 | 42             | 0.49    |    | 25,260                |    | 30,056                |      | 4,796       | 15.96   |
| Roadway Operations Support Services                 |    | 16,316                |    | 20,742                | 4,426          | 21.34   |    | 93,316                |    | 113,781               |      | 20,464      | 17.99   |
| FDOT (Insurance)                                    |    | 72,362                |    | 72,362                | -              | -       |    | 434,173               |    | 434,173               |      | -           | -       |
| <b>Total Roadway Operations</b>                     | _  | 403,335               |    | 426,909               | 23,574         | 5.52    |    | 2,546,785             |    | 2,629,263             |      | 82,478      | 3.14    |



#### MIAMI-DADE EXPRESSWAY AUTHORITY

#### (UNAUDITED) ACTUAL VS BUDGET REPORT December 31, 2018

|   | De | cember 2018 | Dec | cember 2018 |    |          |        | De | cember YTD | De | cember YTD |    |           |        |
|---|----|-------------|-----|-------------|----|----------|--------|----|------------|----|------------|----|-----------|--------|
|   |    | Actual      |     | Budget      |    | ariances | %      |    | Actual     |    | Budget     |    | Variances | %      |
| Operations-Public Outreach                          |    |             |     |             |    |          | 100.00 |    |            |    |            |    |           |        |
| Print/Collateral/Products                           |    | -           |     | 1,444       |    | 1,444    | 100.00 |    | 2,925      |    | 6,333      |    | 3,408     | 53.82  |
| MDX Website Content                                 |    | -           |     | 5,000       |    | 5,000    | 100.00 |    | -          |    | 20,000     |    | 20,000    | 100.00 |
| Media Campaign Placement                            |    | 27,946      |     | 28,000      |    | 55       | 0.19   |    | 25,690     |    | 121,600    |    | 95,910    | 78.87  |
| Media Production                                    |    | -           |     | 2,944       |    | 2,944    | 100.00 |    | -          |    | 12,333     |    | 12,333    | 100.00 |
| Public Relations                                    |    | 12,144      |     | 12,192      |    | 47       | 0.39   |    | 65,867     |    | 66,250     |    | 383       | 0.58   |
| Customer Promotional Program                        |    | 209         |     | 1,667       |    | 1,457    | 87.44  |    | 3,384      |    | 10,000     |    | 6,616     | 66.16  |
| Community Outreach Support                          |    | 17,964      |     | 19,922      |    | 1,958    | 9.83   |    | 99,514     |    | 105,470    |    | 5,956     | 5.65   |
| Community Outreach Sponsorships/Memberships         |    | 10,000      |     | 10,000      |    | <u> </u> |        |    | 20,700     |    | 21,000     |    | 300       | 1.43   |
| <b>Total Operations-Public Communications</b>       |    | 68,263      |     | 81,169      |    | 12,906   | 15.90  |    | 218,081    |    | 362,987    |    | 144,906   | 39.92  |
| <b>Total Operations</b>                             | \$ | 2,102,029   | \$  | 2,654,162   | \$ | 552,133  | 20.80  | \$ | 12,749,715 | \$ | 16,002,444 | \$ | 3,252,729 | 20.33  |
| Maintenance   |    |             |     |             |    |          |        |    |            |    |            |    |           |        |
| Roadway & Facility Maintenance Services             | \$ | 484,878     | \$  | 491,508     | \$ | 6,630    | 1.35   | \$ | 2,877,175  | \$ | 2,928,048  | \$ | 50,873    | 1.74   |
| Periodic Maintenance & Enhanced Safety Improvements |    | -           |     | 3,033       |    | 3,033    | 100.00 |    | 299,401    |    | 309,780    |    | 10,379    | 3.35   |
| Intelligent Transportation Systems Maintenance      |    | -           |     | 3,000       |    | 3,000    | 100.00 |    | =          |    | 12,000     |    | 12,000    | 100.00 |
| Structural Inspections                              |    | 10,100      |     | 11,818      |    | 1,718    | 14.54  |    | 46,972     |    | 56,022     |    | 9,050     | 16.15  |
| Maintenance Support Services                        |    | 55,373      |     | 59,308      |    | 3,935    | 6.64   |    | 404,837    |    | 414,150    |    | 9,313     | 2.25   |
| Total Maintenance                                   | \$ | 550,351     | \$  | 568,667     | \$ | 18,316   | 3.22   | \$ | 3,628,384  | \$ | 3,719,999  | \$ | 91,615    | 2.46   |
| Park & Ride Operations & Maintenance                |    |             |     |             |    |          |        |    |            |    |            |    |           |        |
| Park & Ride   |    |             |     |             |    |          |        |    |            |    |            |    |           |        |
| Private Mobility Service                            | \$ | _           | \$  | 116,667     | 2  | 116,667  | 100.00 | \$ | _          | \$ | 350,000    | \$ | 350,000   | 100.00 |
| Maintenance, Security, Utilities & Other Expenses   | Ψ  | _           | Ψ   | 104,685     | Ψ  | 104,685  | 100.00 | Ψ  | _          | Ψ  | 314,056    | Ψ  | 314,056   | 100.00 |
| Information Technology                              |    | _           |     | 7,800       |    | 7,800    | 100.00 |    | _          |    | 23,400     |    | 23,400    | 100.00 |
| Support Services & Public Outreach                  |    | 22,806      |     | 22,964      |    | 158      | 0.69   |    | 35,832     |    | 38,214     |    | 2,382     | 6.23   |
| Total Park & Ride                                   | \$ | 22,806      | \$  | 252,116     | •  | 229,310  | 90.95  | \$ | 35,832     | \$ | 725,671    | \$ | 689,838   | 95.06  |
| TOTAL PARK & KIDE                                   | Ф  | 22,000      | Ф   | 232,110     | Ф  | 449,310  | 90.93  | Ф  | 33,032     | Ф  | 123,071    | Ф  | 009,038   | 93.00  |



#### MIAMI-DADE EXPRESSWAY AUTHORITY

#### (UNAUDITED) ACTUAL VS BUDGET REPORT December 31, 2018

|  | Dec | cember 2018<br>Actual | De | cember 2018<br>Budget | V    | ariances    | %       | De | cember YTD<br>Actual | De | ecember YTD<br>Budget | Ţ    | Variances    | %       |
|--|-----|-----------------------|----|-----------------------|------|-------------|---------|----|----------------------|----|-----------------------|------|--------------|---------|
| Administration                                     |     |                       |    |                       |      |             |         |    |                      |    | -                     |      |              |         |
| Salaries, Taxes & Benefits                         | \$  | 456,434               | \$ | 456,838               | \$   | 403         | 0.09    | \$ | 2,824,180            | \$ | 2,825,781             | \$   | 1,601        | 0.06    |
| Office Administration                              |     |                       |    |                       |      |             |         |    |                      |    |                       |      |              |         |
| Headquarters Expenses & Utilities                  |     | 6,069                 |    | 8,148                 |      | 2,079       | 25.52   |    | 61,036               |    | 61,519                |      | 483          | 0.79    |
| Headquarters Maintenance                           |     | 8,886                 |    | 9,199                 |      | 313         | 3.40    |    | 35,544               |    | 40,691                |      | 5,147        | 12.65   |
| Headquarters Supplies, Postage & Document Storage  |     | 3,776                 |    | 4,972                 |      | 1,197       | 24.07   |    | 14,706               |    | 16,717                |      | 2,010        | 12.03   |
| Headquarters Vehicle Operation & Maintenance       |     | 779                   |    | 1,072                 |      | 293         | 27.33   |    | 15,779               |    | 17,296                |      | 1,517        | 8.77    |
| Advertisement of Procurement & Public Notices      |     | 165                   |    | 597                   |      | 432         | 72.39   |    | 2,833                |    | 3,619                 |      | 786          | 21.71   |
| Insurance Costs                                    |     | 7,677                 |    | 7,968                 |      | 291         | 3.65    |    | 57,617               |    | 58,076                |      | 459          | 0.79    |
| Industry Continuing Ed./Travel/Conference Reg Fees |     | 315                   |    | 773                   |      | 459         | 59.30   |    | 33,471               |    | 36,306                |      | 2,835        | 7.81    |
| Memberships & Training                             |     | 1,175                 |    | 1,246                 |      | 71          | 5.68    |    | 6,648                |    | 9,405                 |      | 2,757        | 29.31   |
| Headquarters Information Technology                |     | 21,261                |    | 23,652                |      | 2,391       | 10.11   |    | 150,420              |    | 151,153               |      | 732          | 0.48    |
| Small & Local Business Outreach                    |     | -                     |    | 625                   |      | 625         | 100.00  |    | 1,500                |    | 6,250                 |      | 4,750        | 76.00   |
| Treasury & Bond Administration                     |     | 8,419                 |    | 8,788                 |      | 368         | 4.19    |    | 49,164               |    | 49,225                |      | 61           | 0.12    |
| <b>Total Office Administration:</b>                |     | 58,521                |    | 67,039                |      | 8,518       | 12.71   |    | 428,718              |    | 450,256               |      | 21,537       | 4.78    |
| Professional Services                              |     |                       |    |                       |      |             |         |    |                      |    |                       |      |              |         |
| Annual Audit & Support Services                    |     | 2,000                 |    | 2,000                 |      | -           | -       |    | 66,637               |    | 67,532                |      | 895          | 1.33    |
| Financial & Investment Advisor Services            |     | 10,020                |    | 10,489                |      | 469         | 4.47    |    | 74,968               |    | 76,567                |      | 1,598        | 2.09    |
| Legal Services                                     |     | 78,696                |    | 87,250                |      | 8,554       | 9.80    |    | 506,462              |    | 507,500               |      | 1,038        | 0.20    |
| State & Local Advocacy Consultants                 |     | -                     |    | -                     |      | · -         | -       |    | -                    |    | -                     |      | -            | _       |
| Employee Benefits Consulting                       |     | 4,444                 |    | 4,444                 |      | _           | -       |    | 13,333               |    | 13,333                |      | -            | _       |
| Industry & Community Memberships                   |     | 4,150                 |    | 4,629                 |      | 479         | 10.35   |    | 43,003               |    | 43,725                |      | 722          | 1.65    |
| General Engineering Consultant                     |     | 19,882                |    | 23,158                |      | 3,276       | 14.15   |    | 110,776              |    | 132,662               |      | 21,885       | 16.50   |
| <b>Total Professional Services:</b>                |     | 119,193               |    | 131,971               |      | 12,778      | 9.68    |    | 815,180              |    | 841,319               |      | 26,139       | 3.11    |
| Total Administration                               | \$  | 634,148               | \$ | 655,847               | \$   | 21,699      | 3.31    | \$ | 4,068,078            | \$ | 4,117,355             | \$   | 49,277       | 1.20    |
| <b>Total Operating Expenses</b>                    | \$  | 3,309,334             | \$ | 4,130,793             | \$   | 821,459     | 19.89   | \$ | 20,482,010           | \$ | 24,565,469            | \$   | 4,083,459    | 16.62   |
| Interest Expense                                   | \$  | 5,885,184             | \$ | 5,886,565             | \$   | 1,380       | 0.02    | \$ | 35,302,703           | \$ | 35,304,353            | \$   | 1,650        | 0.00    |
| Total Expenses                                     | \$  | 9,194,519             | \$ | 10,017,358            | \$   | 822,839     | 8.21    | \$ | 55,784,713           | \$ | 59,869,822            | \$   | 4,085,109    | 6.82    |
| Net Revenues                                       | \$  | 8,005,372             | \$ | 11,907,302            | \$ ( | (3,901,930) | (32.77) | \$ | 47,411,340           | \$ | 66,064,136            | \$ ( | (18,652,796) | (28.23) |

## MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY GOVERNING BOARD MEETING DATE

#### AGENDA ITEM REPORT

| [] | Consent | [X] | Regular [ ] | Public Hearing |  |
|----|---------|-----|-------------|----------------|--|

#### **MDX WORK PROGRAM NO. 92404**

LOCALLY FUNDED AGREEMENT (LFA) WITH FLORIDA TURNPIKE ENTERPRISE (FTE)
TO FACILITATE THE CONSTRUCTION OF MDX RAMP BRIDGES 1, 2 AND 3 SPECIFIC
SUBTRUCTURE BY FTE AND THE CONSTRUCTION OF THE 92404 INTERCHANGE ON
FTE RIGHT OF WAY (ROW) BY MDX
(\$5,792,000)

#### **REQUESTED ACTION:**

**MOTION TO APPROVE:** 

• Locally Funded Agreement (LFA) with the Florida Turnpike Enterprise (FTE) for the Construction of MDX Ramp Bridges 1, 2, and 3 Specific Substructure by FTE and the Construction of the 92404 Interchange on FTE ROW by MDX.

#### **COMMITTEE HISTORY:**

The Item will be presented to the Operations, External Communications & Inter-Governmental Committee for endorsement on January 31, 2019.

#### **SUMMARY EXPLANATION AND BACKGROUND:**

MDX and FTE have been coordinating the conceptual design of additional ramp movements between SR 924 (NW 138<sup>th</sup> Street) and the Homestead Extension of the Florida Turnpike (HEFT) as part of MDX Project No. 92404. FTE will also be widening the HEFT in this area as part of a larger FTE project. To ensure the timely completion of the interchange; to minimize the impacts to existing traffic; and to reduce "throw away costs" due to future re-work, MDX and FTE agree that it is in the best interest of the public for MDX to provide FTE funding to construct the substructure for the future MDX Ramp Bridges 1, 2 and 3. All project management responsibilities and cost sharing for the respective entities are identified in the attached Locally Funded Agreement (Exhibit A). This LFA will also provide for MDX to construct the balance of the 92404 Interchange on FTE right-of-way.

### MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:

This Locally Funded Agreement will facilitate the construction of MDX Project 92404, SR 924 West Extension to the Homestead Extension of the Florida Turnpike (HEFT). This Project will provide ramp connections between the HEFT, to and from the South, and NW 138<sup>th</sup> Street. This Project will improve access to the major expressways in the area and provide more reliable travel

#### **MDX WORK PROGRAM NO. 92404**

# LOCALLY FUNDED AGREEMENT (LFA) WITH FLORIDA TURNPIKE ENTERPRISE (FTE) TO FACILITATE THE CONSTRUCTION OF MDX RAMP BRIDGES 1, 2 AND 3 SPECIFIC SUBTRUCTURE BY FTE AND THE CONSTRUCTION OF THE 92404 INTERCHANGE ON FTE RIGHT OF WAY (ROW) BY MDX (\$5,792,000)

(ψ5,772,000)

times during congestion periods. The Project will also meet east/west mobility needs for commuter and freight traffic by providing immediate relief from traffic congestion in the area.

#### **FISCAL IMPACT:**

MDX will be providing the \$5,792,000 to FTE as part of this Agreement. This amount is currently funded in the MDX Fiscal Year 2019-2023 Five Year Work Program.

#### **EXHIBITS ATTACHED:**

Exhibit A: Locally Funded Agreement (In substantially final form)

#### MDX WORK PROGRAM NO. 92404

## LOCALLY FUNDED AGREEMENT (LFA) WITH FLORIDA TURNPIKE ENTERPRISE (FTE) TO FACILITATE THE CONSTRUCTION OF MDX RAMP BRIDGES 1, 2 AND 3 SPECIFIC SUBTRUCTURE BY FTE AND THE CONSTRUCTION OF THE 92404 INTERCHANGE ON FTE RIGHT OF WAY (ROW) BY MDX

(\$5,792,000)

| Authorized by:  Executive Director | de gues | 1/24/19 |                          |       |   |
|------------------------------------|---------|---------|--------------------------|-------|---|
| Motion to Approve by:              |         |         |                          |       |   |
| Motion to Approve seconded by      | y:      |         | ·                        |       |   |
| Details of Amended Motion:         |         |         |                          |       |   |
| Board Action:  Approved: Yes       | No      |         |                          |       |   |
| Vote: Unanimous                    |         |         |                          |       |   |
| Roll Call:                         |         |         |                          |       |   |
| Member Audrey M. Edmonson          | Yes     | No      | Member Luz Weinberg      | Yes   | N |
| Member Shelly Smith Fano           | Yes     | No      | Member James Wolfe, P.E  | Yes   | N |
| Member Maritza Gutierrez           | Yes     | No      | Vice Chair Leonard Boord | Yes _ | N |
| Member Louis V. Martinez, Esq.     | Yes     | No      | Chair Carlos A. Gimenez  | Yes   | N |
| Member Arthur J. Meyer             | Yes     | No      |                          |       |   |

# LOCALLY FUNDED AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

THIS LOCALLY FUNDED AGREEMENT ("Agreement"), made and entered into , 2019 by and between the STATE OF this dav of FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S **TURNPIKE ENTERPRISE**, an executive agency of the State of Florida (hereinafter referred to as the "DEPARTMENT"), and MIAMI-DADE COUNTY EXPRESSWAY **AUTHORITY** (hereinafter referred to as "MDX"), a body politic existing under the Florida Expressway Authority Act (Part I of Chapter 348, Florida Statutes, as amended, the "Act"). The parties are collectively referred to as "the Parties."

#### **WITNESSETH**

**WHEREAS**, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System:

**WHEREAS**, the DEPARTMENT is authorized and required by Section 338.222(2), Florida Statutes to contract with any local governmental entity as defined in s. 334.03(13) for the design, right-of-way acquisition, or construction of any turnpike project which the Legislature has approved;

**WHEREAS,** MDX has prepared a Project Development and Environment ("PD&E") Study for the SR 924 West Extension to the Homestead Extension of the Florida Turnpike (HEFT);

WHEREAS, the DEPARTMENT has funded the construction of the HEFT widening from south of NW 106th Street to I-75 (the "PROJECT") for construction in Fiscal Year 2019. The financial project identification (FPID) number is 435542-1-52-01;

WHEREAS, MDX has funded the construction of the SR 924 Extension West to the Homestead Extension of the Florida Turnpike(HEFT) from NW 97th Avenue to the HEFT, a portion of which includes constructing new ramp connections within the limits of the DEPARTMENT'S ROW to and from the south between NW 138th Street and the HEFT, said portion of which is hereinafter referred to as the "NEW RAMPS"; in Fiscal Year 2019. The MDX Project number is MDX 92404.;

**WHEREAS**, the DEPARTMENT has prepared final design plans for the construction of the PROJECT;

WHEREAS, MDX has prepared final design plans for the proposed NEW RAMPS;

WHEREAS, the DEPARTMENT and MDX agree that it is in the best interest of the public that MDX provide the DEPARTMENT with the funding to construct specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS (identified in Exhibit A) to avoid MDX reconstructing portions of the PROJECT after its completion to build the NEW RAMPS and thereby reduce impact and traffic inconvenience to the public;

WHEREAS, the DEPARTMENT and MDX agree that it is in the best interest of the projects for the DEPARTMENT to modify the PROJECT's drainage to accommodate the future NEW RAMPS and for MDX to acquire the right-of-way needed to construct Pond 2A (identified in Exhibit B) for the PROJECT's modified drainage; and

WHEREAS, the DEPARTMENT and MDX agree that all maintenance obligations set forth in this Agreement shall be perpetual and shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

**NOW, THEREFORE**, based on the premises above, and in consideration of the mutual covenants contained herein, the Parties hereby agree that:

- 1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.
- 2. The Parties also hereby agree to the following roles, responsibilities, requirements funding, costs and to cooperate in order to perform all activities necessary for the PROJECT and the NEW INTERCHANGE:
- 3. The obligation of the DEPARTMENT to expend funds under this Agreement is contingent upon an annual appropriation by the Florida Legislature. Accordingly, pursuant to the requirements of Section 339.135(6)(a), Florida Statutes, the following is incorporated herein:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an

amount in excess of \$25,000 and which have a term for a period no more than 1 year."

- 4. MDX is duly authorized by its Board of Directors to execute and deliver this Agreement conditioned upon execution and delivery by the DEPARTMENT. This Agreement constitutes a valid and legally binding obligation of MDX and the DEPARTMENT, enforceable in accordance with its terms.
- 5. MDX shall designate a project manager to coordinate with the DEPARTMENT's designated project manager for the PROJECT.

#### **ENVIRONMENTAL RESOURCE PERMITS**

- 6. An environmental resource permit is required for the PROJECT from South Florida Water Management District ("SFWMD"), and Army Corps of Engineers ("ACOE"). The DEPARTMENT will prepare the draft and final permit packages for submittal to SFWMD and ACOE. The permit will include the PROJECT with the modified drainage; including Pond 2A. The Parties will jointly prepare the support drainage and environmental documentation for the permit application. This will include, but is not limited to, stormwater treatment and attenuation, floodplain compensation, and other documentation as required for a SFWMD Environmental Resource Permit and ACOE permit.
- 7. MDX will prepare a separate the draft and final permit packages for submittal to SFWMD for the NEW RAMPS substructure work to be constructed by the PROJECT.

#### FINAL DESIGN ROLES

8. The Parties will coordinate the final designs for the NEW RAMPS and the PROJECT. MDX will prepare final design for the NEW RAMPS. The DEPARTMENT will prepare the final design for the PROJECT. MDX will provide the final design documents for specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS to the DEPARTMENT to be included as part of the DEPARTMENT's Project.

#### CONSTRUCTION CONTRACTOR PROCUREMENT ROLES

9. The DEPARTMENT is solely responsible for procurement of the Contractor for the proposed PROJECT and specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS, which includes the final selection of the Contractor. MDX will review all aspects of the proposed work, including plan revisions, shop drawings and request for information ("RFI") related to the construction delivery of the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS.

- 10. MDX is solely responsible for procurement of the Contractor for the NEW RAMPS, minus the specific substructure for Bridge 1, 2 and 3. MDX will review all aspects of the proposed work, including plan revisions, shop drawings and request for information ("RFI") related to the construction delivery of the NEW INTERCHANGE Project.
- 11. MDX is required to obtain a construction permit from the DEPARTMENT for the NEW RAMPS, minus the specific substructure for Bridge 1, 2 and 3, within the DEPARTMENT's jurisdiction.

#### **CONSTRUCTION CE&I PROCUREMENT ROLES**

- 12. The DEPARTMENT is solely responsible for procurement of the CE&I services for the PROJECT and specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS. This includes the technical review of the CE&I submittals and the final selection of the CE&I. MDX will not be required to have a representative on the Technical Review Committee nor serve in an advisory role to the Technical Review Committee.
- 13. MDX is solely responsible for procurement of the CE&I services for the NEW RAMPS, minus the specific substructure for Bridge 1, 2 and 3. This includes the technical review of the CE&I submittals and the final selection of the CE&I. The DEPARTMENT will not be required to have a representative on the Technical Review Committee nor serve in an advisory role to the Technical Review Committee.

#### **CONSTRUCTION REQUIREMENTS**

- 14. The DEPARTMENT's Standard Specifications for Road and Bridge Construction and the MDX Enhancement Manual shall govern the construction of the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS.
- 15. The DEPARTMENT shall supply MDX with As-Built Drawings and Certified Surveys of the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS pursuant to the Florida Department of Transportation's Standard Specifications, Section 7-2.3.
- 16. The DEPARTMENT's Standard Specifications for Road and Bridge Construction and the Turnpike Plan Preparation and Practices Handbook ("TPPPH") shall govern the construction of the PROJECT.

#### **OWNERSHIP AND MAINTENANCE**

- 17. MDX shall retain ownership and maintenance responsibilities of the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS.
- 18. The ownership and maintenance responsibility of the remaining portions of the NEW RAMPS will be further defined by a separate maintenance agreement between MDX and the DEPARTMENT.

#### **SCHEDULES**

- 19. Although subject to change, the planned advertisement date for the DEPARTMENT's PROJECT, and the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS is in March 2019.
- 20. Although subject to change, the planned advertisement date for the NEW RAMPS, minus the specific substructure for Bridge 1, 2 and 3 is in 2024.

#### **NEW RAMPS BRIDGE 1, 2 & 3 SUBSTRUCTURE FUNDING**

- 21. The specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS estimated cost is \$5,792,000.00. MDX will fully fund all costs (construction, CEI, and associated activities) for the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS. The funds provided by MDX to the DEPARTMENT for the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS are not grant funds but are the costs associated with the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS. Said funds are not subject to Single Audit provisions.
- 22. The DEPARTMENT shall not incur liability of any costs in excess of \$6,000,000, or the amount of funds received from MDX for the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS. If the accepted price proposal amount and other estimated project costs will exceed \$5,792,000, the DEPARTMENT shall immediately notify MDX in writing. Thereafter, MDX will notify the DEPARTMENT in writing within seven (7) calendar days of the DEPARTMENT's notification if an additional deposit will be provided; or if the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS component will be removed from the DEPARTMENT's PROJECT.
- 23. Should subsequent mutually agreeable project modifications or changes to the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS increase MDX's costs, the DEPARTMENT shall notify MDX in writing as soon as this becomes apparent. MDX agrees to provide a response in writing to the DEPARTMENT within five (5) business days of the notification and in advance of the additional work being performed, indicating that additional monies will be paid to the DEPARTMENT to ensure full funding of the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS component of the DEPARTMENT's PROJECT within fifteen (15) business days of MDX's written notification to fund the project modification or change.

### NEW RAMPS BRIDGE 1, 2 & 3 SUBSTRUCTURE ESTIMATED PROJECT COSTS

24. The estimated costs for the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS are as follows:

| i.   | Construction     | <u>\$5,220,000.00</u> |
|------|------------------|-----------------------|
| ii.  | CEI              | \$ 522,000.00         |
| iii. | Material Testing | \$ 50,000.00          |
|      | Total            | \$5,792,000.00        |

25. The DEPARTMENT will notify MDX of the accepted prices plus other estimated specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS costs identified in this Agreement.

#### **FINANCIAL PROVISIONS**

- 26. The DEPARTMENT will incorporate the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS work into its Contract for the PROJECT. MDX agrees that, subject to the conditions contained in this Agreement, it will compensate the DEPARTMENT the amount equal to the price proposal for the construction and CEI of the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS plus other estimated project costs as listed above, not to exceed FIVE MILLION SEVEN HUNDRED NINETY TWO THOUSAND DOLLARS (\$5,792,000.00).
- 25. The actual specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS costs identified in this Agreement shall only be paid by MDX after execution of this Agreement and after July 1, 2019, upon receipt of proper invoice from the DEPARTMENT.
- 26. The DEPARTMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.
- 27. Invoices shall be submitted by the DEPARTMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in this Agreement. Deliverables must be received and accepted in writing by the DEPARTMENT's project manager prior to payments.
- 28. All invoices submitted to MDX must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
- 29. The DEPARTMENT must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

- 30. Each monthly invoice, subsequent to the first invoice, from the DEPARTMENT must contain a statement from the DEPARTMENT that the previous month's invoice from the contractor(s) or consultant(s) has been paid by the DEPARTMENT.
  - 31. There shall be no reimbursement for travel expenses under this Agreement
- 32. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of MDX under Chapters 215 and 216, Florida Statutes. If MDX determines that the performance of the DEPARTMENT is unsatisfactory, MDX shall notify the DEPARTMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by MDX. The DEPARTMENT shall, within five days after notice from MDX. provide MDX with a corrective action plan describing how the DEPARTMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to MDX, the DEPARTMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the DEPARTMENT resolves the deficiency. If the deficiency is subsequently resolved, the DEPARTMENT may bill MDX for the retained amount during the next billing period. If the DEPARTMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- 33. If a payment to the DEPARTMENT from MDX is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the DEPARTMENT. Interest penalties of less than one (1) dollar will not be enforced unless the DEPARTMENT requests payment. Invoices that have to be returned to the DEPARTMENT because of the DEPARTMENT's preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to MDX. (Section 215.422(3)(b), F.S.).
- 35. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to MDX at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to MDX upon request. Records of costs incurred include the DEPARTMENT's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by MDX for a proper audit of costs. (Section 287.058(4), F.S.).

#### **INSURANCE AND INDEMNIFICATION**

- 36. The DEPARTMENT shall require that the DEPARTMENT Contractor, and all subcontractors working in connection with the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS, possess insurance coverage as stated in the Florida Department of Transportation's Standard Specifications Section 7.13, naming MDX as additional insured and insuring MDX against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the DEPARTMENT Contractors and/or subcontractors, as the case may be, accessing the DEPARTMENT's right of way and such party's performance within the DEPARTMENT's right of way. Additionally, any such DEPARTMENT Contractors and subcontractors shall supply MDX with a payment and performance bond in the amount of the estimated cost of construction for the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS, provided by a surety authorized to do business in the State of Florida. payable to MDX. The bond and insurance shall remain in effect until completion of construction and final acceptance by the DEPARTMENT. Prior to commencement of the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS, and on such other occasions as MDX may reasonably require, DEPARTMENT shall provide MDX with certificates documenting that the required insurance coverage with its DEPARTMENT Contractor and subcontractors is in place and effective.
- 37. The DEPARTMENT shall cause the DEPARTMENT Contractor to indemnify and hold harmless the DEPARTMENT and MDX, and their officers and employees, from liability, damages, losses, and costs, including, but not limited to. reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROJECT Contractor and other persons employed or utilized by the DEPARTMENT Contractor in the performance of this Agreement. Nothing herein shall be construed to extend the limits of liability of the DEPARTMENT beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of the DEPARTMENT's sovereign immunity under Section 768.28, Florida Statutes. Nothing provided for herein shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. The indemnities given by the DEPARTMENT Contractor in connection with the specific substructure for Bridge 1, 2 and 3 of the NEW RAMPS work shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect MDX and such insurance coverage shall not be deemed a limitation of the indemnities to the MDX set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida. Furthermore, all of the DEPARTMENT's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

38. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

#### **MISCELLANEOUS**

- 39. The DEPARTMENT contractors shall:
- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the DEPARTMENT during the term of this Agreement; and
- b. Expressly require any contractors and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractors or subcontractors during the contract term.

(Executive Order Number 11-116).

40. All formal notices, proposed changes and determinations between the Parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the Parties at the contact information listed below.

#### TO MDX:

Executive Director Miami-Dade County Expressway Authority 3790 NW 21 Street Miami, Florida 33142

With Copy to:

General Counsel Miami-Dade County Expressway Authority 3790 NW 21 Street Miami, Florida 33142

#### TO DEPARTMENT:

Executive Director Florida's Turnpike Enterprise Turnpike Headquarters -Bldg. 5315 P.O. Box 613069 Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel Turnpike Headquarters -Bldg. 5315 P.O. Box 613069 Ocoee, FL 34761-3069

- 41. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Miami-Dade County, Florida.
- 42. Neither party may assign, pledge, or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the DEPARTMENT or MDX from delegating their duties hereunder, but such delegation shall not release the DEPARTMENT or MDX from their obligation to perform this Agreement.
- 43. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.
- 44. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the Parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
- 45. By their signatures below, the Parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
- 46. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

- 47. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- 48. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the Parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.
- 49. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
- 50. This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** MDX and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

| MIAMI-DADE COUNTY EXPRESSWAY AUTH                 | IORITY                                |
|---|---------------------------------------|
| BY:   | [Seal] DATE:<br>tor                   |
| ATTEST: Maria Luisa Navia Lobo, Executive S       | [Seal]<br>Secretary                   |
| Legal Review:                                     |                                       |
| BY:   | DATE:                                 |
| Carlos Zaldivar, General Counsel                  |                                       |
| STATE OF FLORIDA,<br>DEPARTMENT OF TRANSPORTATION | · · · · · · · · · · · · · · · · · · · |
| BY: Executive Director & Chief Executive Off      | Seal] DATE:                           |
| ATTEST:Executive Secretary                        | [Seal]                                |
| Legal Review:                                     |                                       |
| BY:   | DATE:                                 |

|                          |                    |                     | •              |
|--------------------------|--------------------|---------------------|----------------|
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|                          |                    |                     |                |
|                          |                    |                     |                |
|                          |                    |                     |                |
|                          |                    |                     |                |
|                          | EXHIBIT A          |                     |                |
| MDX 92404 Specific Subst | ructure for Bridge | e 1, 2 and 3 Advanc | e Construction |
|                          |                    |                     |                |
|                          |                    |                     |                |
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|                          |                    |                     |                |

**EXHIBIT B** 

Pond 2A

#### MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY GOVERNING BOARD MEETING JANUARY 31, 2019

#### AGENDA ITEM REPORT

| [ ] | Consent | [X] | Regular [ ] | Public Hearing |  |
|-----|---------|-----|-------------|----------------|--|

#### MDX PROCUREMENT/ CONTRACT NO.: MDX-19-02 MDX PROJECT/SERVICE TITLE: LED ROADWAY LIGHTING LUMINAIRES (Not to Exceed \$600,000)

### **REQUESTED ACTION:** *MOTION TO APPROVE:*

The purchase of LED Roadway Lighting Luminaires required for the conversion of the MDX roadway lighting system in sections of the MDX System that are not part of a construction project.

#### **COMMITTEE HISTORY:**

The Item will be presented to the Operations, External Communications & Inter-Governmental Committee for endorsement on January 31, 2019.

#### **SUMMARY EXPLANATION AND BACKGROUND:**

Over the last several years MDX has been reviewing options for converting the MDX roadway lighting systems from High Pressure Sodium (HPS) to Light-Emitting Diode (LED) illumination. Manufacturers have discontinued the HPS fixtures currently being utilized on the MDX system. Upgrading the lighting system will significantly reduce MDX's Operations and Maintenance costs. LED technology is mature enough at this point in time to be able to meet the current photometric requirements of the MDX system. Sesco Lighting is the sole source provider for the Lumca Ovaali LED luminaire, which is what is being specified for consistency purposes. The Lumca Ovaali LED luminaire meets the requirements of the current MDX Enhancement Manual, is on the FDOT Approved Product List (APL), and is currently being used on several MDX construction projects.

For the portion of the MDX System that is not currently under construction nor scheduled for construction in the near future, it was determined that the most efficient way of procuring the conversion of the roadway lighting system is to purchase the LED Luminaires directly from the manufacturer/ distributor, Sesco Lighting, to avoid contractor mark-up. The LED Luminaires will be installed by the current MDX Asset Maintenance Contractor using the standard work order process and utilizing the current contract established prices.

The MDX Board approved the first phase of this conversion at its Board meeting held on April 24, 2018. This first phase covered the portions of SR 836 not being converted to LED as part of the current construction projects, and a portion of SR 874. The funding requested under this AIR

#### MDX PROCUREMENT/ CONTRACT NO.: MDX-19-02 MDX PROJECT/SERVICE TITLE: LED ROADWAY LIGHTING LUMINAIRES (Not to Exceed \$600,000)

will purchase the balance remaining on SR 874 and will provide for the complete conversion of SR 924 from HPS to LED Luminaires.

Upon completion of the conversion to LED Luminaires, operational costs of the entire MDX system would net a savings of approximately 33% or \$140,000.00 annually. The maintenance cost will also net a savings as the LED units have an expected lifespan of 100,000 hours compared to the approximate lifespan of +/- 20,000 hours for the existing HPS lamps.

#### **SMALL AND LOCAL BUSINESS PARTICIPATION:**

The LED Luminaire vendor for this procurement is not a Local Business or Small Business Participant, therefore staff recommends 0% for both of these requirements.

### MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:

The conversion of the MDX's existing lighting system will provide for a more environmentally friendly, efficient and cost saving asset.

#### **FISCAL IMPACT:**

Estimated funds for this Project have been budgeted under the approved MDX FY 19 Operations Budget.

#### **EXHIBITS ATTACHED:**

N/A

#### MDX PROCUREMENT/ CONTRACT NO.: MDX-19-02 MDX PROJECT/SERVICE TITLE: LED ROADWAY LIGHTING LUMINAIRES (Not to Exceed \$600,000)

| Executive Director             | • ( |    |                          |       |    |
|--------------------------------|-----|----|--------------------------|-------|----|
| Motion to Approve by:          |     |    |                          |       |    |
| Motion to Approve seconded by: |     |    |                          |       |    |
| Details of Amended Motion:     |     |    | ·                        |       |    |
| Board Action:                  |     |    |                          |       |    |
| Approved:Yes                   | No  |    |                          |       |    |
| Vote: Unanimous                |     |    |                          |       |    |
| Roll Call:                     |     |    |                          |       |    |
| Member Audrey M. Edmonson      | Yes | No | Member Luz Weinberg      | Yes _ | No |
| Member Shelly Smith Fano       | Yes | No | Member James Wolfe, P.E  | Yes   | No |
| Member Maritza Gutierrez       | Yes | No | Vice Chair Leonard Boord | Yes _ | No |
| Member Louis V. Martinez, Esq. | Yes | No | Chair Carlos A. Gimenez  | Yes   | No |
| Member Arthur J. Meyer         | Yes | No |                          |       |    |

#### MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

#### GOVERNING BOARD MEETING JANUARY 31, 2019

#### AGENDA ITEM REPORT

[ ] Consent [x] Regular [ ] Public Hearing

## MDX PROCUREMENT/CONTRACT NO.: <u>RFQ-19-03</u> MDX PROJECT/SERVICE TITLE: <u>LEGISLATIVE ADVOCACY & CONSULTING SERVICES</u> (\$180,000/CONTRACT)

#### **REQUESTED ACTION:**

• Approval of recommendation from Technical Evaluation Committee (TEC) to select the highest ranked Proposer(s)

#### **COMMITTEE HISTORY:**

The MDX Board is serving as the Technical Evaluation Committee and will submit a recommendation directly to the Board.

#### **SUMMARY EXPLANATION AND BACKGROUND:**

On November 9, 2018, MDX released a Request for Qualifications (RFQ) seeking Proposals from qualified firms to provide legislative advocacy & consulting services. Up to two (2) Proposers may be selected, at MDX's sole discretion.

On December 14, 2018, five (5) Proposals were received in response to the RFQ from the following firms:

- Becker & Poliakoff, P.A.
- Converge Government Affairs of Florida, Inc.
- Gray Robinson, P.A.
- Saul Ewing Arnstein & Lehr LLP
- Southern Strategy Group, Inc.

Staff performed compliance/responsiveness review of the Proposals pursuant to the requirements of the RFQ and all Proposals were deemed responsive.

On January 15, 2019, Converge Government Affairs of Florida withdrew its Proposal from the Process. The remaining four Proposers will participate in Oral Interviews before the Technical Evaluation Committee (TEC) on January 31, 2019. At this meeting, the TEC will finalize its

## MDX PROCUREMENT/CONTRACT NO.: RFQ-19-03 MDX PROJECT/SERVICE TITLE: LEGISLATIVE ADVOCACY & CONSULTING SERVICES (\$180,000/CONTRACT)

evaluation and rank the Proposals from 1 to 4 – with 1 being the highest ranking.

The results of the ranking and the recommendation from the TEC will be presented to Board at its meeting following the TEC meeting on January 31, 2019.

The term of the contract(s) is for three (3) years with the option to renew for an additional term of two (2) years.

Each contract shall not exceed \$60,000 per Florida Legislative Session.

#### **MANNER IN WHICH REQUESTED ACTION ADVANCES MDX STRATEGIC GOALS:**

Ensures that MDX has proper representation at the State and Federal level to advocate and protect MDX's interests.

#### **FISCAL IMPACT:**

Monies for these services will be budgeted annually in the MDX Operations Budget.

#### **EXHIBITS ATTACHED:**

N/A

## MDX PROCUREMENT/CONTRACT NO.: RFQ-19-03 MDX PROJECT/SERVICE TITLE: LEGISLATIVE ADVOCACY & CONSULTING SERVICES (\$180,000/CONTRACT)

| Authorized by: Execution       | Podle greater  | en |                          | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |    |
|--------------------------------|--|----|--------------------------|--|----|
| Motion to Approve by:          |  |    |                          |  |    |
| Motion to Approve seconded by: |  |    |                          |  |    |
| Details of Amended Motion:     |  |    |                          |  |    |
|                                |  | ,  |                          |  |    |
|                                | Participant of the second of t |    |                          |  |    |
| Committee Action:              |  |    |                          |  |    |
| Approved: Yes                  | _ No   |    |                          |  |    |
| Vote: Unanimous                |  |    |                          |  |    |
| Roll Call:                     |  |    |                          |  |    |
| Member Audrey M. Edmonson      | Yes  | No | Member Luz Weinberg      | Yes                                    | No |
| Member Shelly Smith Fano       | Yes  | No | Member James Wolfe, P.E  | Yes                                    | No |
| Member Maritza Gutierrez       | Yes  | No | Vice Chair Leonard Boord | Yes                                    | No |
| Member Louis V. Martinez, Esq. | Yes  | No | Chair Carlos A. Gimenez  | Yes                                    | No |
| Member Arthur J. Meyer         | Yes  | No |                          |  |    |



## PROCUREMENT REPORT

The following reports are for the period of November 1, 2018 through January 15, 2019:

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

The information on the following reports is up-to-date as of January 15, 2019:

- Current Solicitations
- Active Contracts

## **MDX Executed Contracts**

#### From 11/01/2018 To 01/15/2019

| Contract Number | Title  | Firm   | Executed Date | Contract Amount |
|-----------------|--|--|---------------|-----------------|
| Contract Number | TILLE  |  | LACCUICU Dale | Contract Amount |
| RFQ-17-01-C     | Miscellaneous Materials<br>Engineering and<br>Testing Services | Professional Service Industries, Inc.              | 11/06/2018    | \$200,000.00    |
| RFQ-18-01-C     | Miscellaneous Design<br>Services                               | TRACE Consultants, Inc.                            | 11/08/2018    | \$1,000,000.00  |
| IP-19-02        | Video Recording & Production Services                          | Full Moon Creative,<br>LLC.                        | 11/15/2018    | \$200,000.00    |
| RFQ-18-01 (A)   | Miscellaneous Design<br>Services                               | C.H. Perez & Associates Consulting Engineers, Inc. | 11/15/2018    | \$1,000,000.00  |
| RFQ-17-01-A     | Miscellaneous Materials<br>Engineering and<br>Testing Services | Wood Environment & Infrastructure Solutions, Inc.  | 12/11/2018    | \$200,000.00    |
| RFQ-17-01-(F)   | Miscellaneous Materials<br>Engineering and<br>Testing Services | Universal<br>Engineering<br>Sciences, Inc.         | 01/09/2019    | \$200,000.00    |
| RFQ-17-01-(B)   | Miscellaneous Materials<br>Engineerng and Testing<br>Services  | GFA International,<br>Inc.                         | 01/09/2019    | \$200,000.00    |

## **MDX Executed Supplemental Agreements**

From 11/01/2018 To 01/15/2019

Firm Name:

New Millennium Engineering, Inc.

 Proc/Cont No.:
 WPN:
 Original:
 Current:
 Original Exp:

 RFQ-15-02
 83628.050
 \$11,872,328.63
 \$14,678,200.34
 Current Exp:

SA No: Project/Service Title:

2 Construction Engineering and Inspection (CE&I) Services for the Design-Build Project of SR

836 Operational, Capacity and Interchange Improvements

SA Purpose: Time Granted: Executed Date:

Increase Contract's Not to Exceed Amount N/A 11/07/2018

Amount Change (+/-): Approval Date:

\$2,672,753.10 10/30/2018

Firm Name:

Stantec Consulting Services Inc.

Proc/Cont No.: WPN: Original: Current: Original Exp:

RFP-12-01 83618.011 \$6,770,627.16 \$8,113,872.55 12/03/2018

**Current Exp:** 12/03/2019

SA No: Project/Service Title:

5 Project Development and Environment (PD&E) Study for SR 836 Southwest Extension from

Northwest 137th Avenue to Southwest 136th Street

SA Purpose: Time Granted: Executed Date:

To increase the contract amount to account for services needed to evaluate two (2)

Amount Change (+/-):

Approval Date:

\$280.072.01

additional alternative iterations and for \$289,973.91 addition of an optional services

# **MDX Executed Supplemental Agreements**

#### Firm Name:

Pinnacle Consulting Enterprises, Inc.

 Proc/Cont No.:
 WPN:
 Original:
 Current:
 Original Exp:

 RFQ-17-02
 30034.051,
 \$586,765.52
 \$586,765.52
 Current Exp:

40044.051, 10021.051

SA No: Project/Service Title:

1 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

SA Purpose: Time Granted: Executed Date:

Redistribution of Funs N/A 01/15/2019

Amount Change (+/-): Approval Date:

\$0.00 01/15/2019

Printed on: 01/18/2019 10:06:50 AM 2 of 2



# CURRENT SOLICITATIONS REPORT AS OF JANUARY 15, 2019

www.mdxway.com

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

| Procurement/<br>Contract No. | Project/Service Title  | Advertisement &<br>Commencement of<br>Cone of Silence | Method of Procurement            | Awards<br>Committee | Current<br>Procurement Phase  | Subsequent<br>Procurement Phase |
|------------------------------|--|---|----------------------------------|---------------------|---|---------------------------------|
| RFQ-19-03                    | Legislative Advocacy & Consulting Services   | 11/9/2018   | Qualification Based<br>Selection | Communications &    | Oral Interviews and Board<br>Consideration schedule for January<br>29, 2019 | Contract Execution              |
| ITB-19-02                    | Construction Services for NW 82nd Avenue<br>Reconstruction, Midway Pump Station and<br>NW 7ST Connection | 11/20/2018  | Price Based Selection            | Communications &    | For Consideration before the<br>Committee and Board in February<br>2019     | Contract Execution              |

A & P Consulting Transportation Engineers Corp.

# RFP-11-02

WPN 83629.020

**Title** Design Engineering Services for the

**Executed** 03/20/2012

Reconstruction of the NW 87th Avenue Interchange

at SR 836

Contract Amount: \$8,387,379.97

Current FY PTD (07/01-06/30): \$0.00

Total Paid to Date: \$7,624,715.01

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

A2 Group, Inc.

# RFQ-15-07

WPN 83629.051

**Title** Construction Enginerring 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

Total Paid to Date: \$6,706,500.54

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

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

**Contract Amount:** \$599,734.87

**Executed** 06/01/2018

Current FY PTD (07/01-06/30): \$320,986.80

Current FY PTD (07/01-06/30): \$1,226,602.67

**Total Paid to Date:** \$392,346.78

Notes: Expiration: 60 days after Final Acceptance of the Construction Project, or Project close out whichever

happens first.

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): \$12,404.00

**Total Paid to Date: \$23,716.16** 

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): \$35,640.00

**Total Paid to Date:** \$205,372.23

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

Printed on: 01/22/2019 12:28:48 PM \* Contracts exceeding \$25K only.

Archer Western-De Moya Joint Venture

# MDX-16-01

**Executed** 07/12/2018

WPN 83611.101

**Expires** 10/28/2022

**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

Contract Amount: \$185,999,998.00 Current FY PTD (07/01-06/30): \$25,849,834.55

**Total Paid to Date:** \$25,849,834.55

AT&T Mobility National Accounts, LLC d/b/a AT&T

Mobility

# MDX-15-08 WPN N/A

Title Mobile Communication Services **Expires** 01/10/2022 **Executed** 10/24/2014

**Contract Amount:** \$199,999.99 Current FY PTD (07/01-06/30): \$7,019.38

Total Paid to Date: \$113,862.41

Audio Visual Innovations, Inc.

# MDX-19-01 WPN N/A

**Expires** 03/05/2021 **Title Audio Visual Equipment Services Executed** 10/05/2018

Contract Amount: \$200,000.00 Current FY PTD (07/01-06/30): \$0.00

Total Paid to Date: \$0.00

# MDX-15-07-A WPN N/A Auto Holdings, LLC

Title Manufacturer Dealer Parts and Repairs **Executed** 10/24/2014 **Expires** 10/23/2019

Services

**Contract Amount:** \$199,999.00 Current FY PTD (07/01-06/30): \$1,726.90

**Total Paid to Date:** \$16,674.40

Notes: Honda and Chevrolet Cars Only

# MDX-15-01 WPN N/A Bank of America, 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

# RFQ-18-01 (A) **WPN** C.H. Perez & Associates Consulting Engineers, Inc.

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

WPN N/A CDM Smith, Inc. # RFP-16-03

**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): \$33,712.38

**Total Paid to Date:** \$678,890.84

Credit Protection Association, L.P.

# MDX-14-04

WPN N/A

Title Toll Collection System: Call Center, Back Office

**Executed** 09/20/2013

**Expires** 03/19/2020

and Collection Services

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

**Executed** 04/03/2017

**Expires** 04/03/2020

Procurement/Contracts

**Contract Amount: \$500.000.00** 

Current FY PTD (07/01-06/30): \$103,852.05

**Total Paid to Date:** \$344,577.55

Notes: Contract Amount does not include cost of Litigation Services

Digital Assurance Certification LLC

# MDX-14-07

WPN N/A

**Title SEC Post-Issuance Compliance Services** 

**Executed** 01/27/2014

Current FY PTD (07/01-06/30): \$1,500.00

Contract Amount: \$0.00

**Total Paid to Date: \$19,250.00** 

Budget. Expiration: Tied to the payoff of outstanding bonds.

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): \$2,248,009.38

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

Total Paid to Date: \$20,239,947.17

**Electronic Transaction Consultants Corporation** 

# RFP-09-02-A

WPN N/A

Title ORT In-Lane and Host System

**Executed** 04/14/2009

**Expires** 02/19/2019

**Contract Amount:** \$18,758,771.39

Current FY PTD (07/01-06/30): \$300,532.46

Total Paid to Date: \$18,884,801.88

Notes: The Total Paid to Date amount reflects everything Paid before SA 5 \$11,043,884.99 + the Amount of

SA 5 \$7,714,886.40 + Disentanglement amount of \$126,030.49 as of 1/15/2019.

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

Printed on: 01/22/2019 12:28:48 PM

Current FY PTD (07/01-06/30): \$70,140.05

Total Paid to Date: \$1,139,070.01

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

**Total Paid to Date: \$208,918.50** 

Current FY PTD (07/01-06/30): \$18,389.91

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

Budget.

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 Total Paid to Date: \$29,195,494.19 Current FY PTD (07/01-06/30): \$3,055,831.27

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): \$0.00

Total Paid to Date: \$0.00

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): \$13,333.32

Total Paid to Date: \$13,333.32

GFA International, Inc.

# RFQ-17-01-(B)

**WPN** 

Title Miscellaneous Materials Engineerng and

**Executed** 01/09/2019

**Expires** 01/08/2022

**Testing Services** 

**Contract Amount: \$200,000.00** 

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): \$2,187.46

**Total Paid to Date:** \$16,638.63

Gus Machado Ford, Inc.

# MDX-15-07-B

WPN N/A

Title Manucfacturer Dealer Parts and Repair

**Executed** 10/06/2014

**Expires** 10/05/2019

Services

**Contract Amount:** \$199,999.00

**Total Paid to Date:** \$59,521.23

Current FY PTD (07/01-06/30): \$7,202.15

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

Total Paid to Date: \$484,525.84

Current FY PTD (07/01-06/30): \$90,770.32

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

**Executed** 03/22/2016

**Expires** 03/25/2021

(GEC-A)

Contract Amount: \$0.00

Current FY PTD (07/01-06/30): \$3,627,752.67

Total Paid to Date: \$25,703,240.02

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

**Executed** 05/23/2018

**Expires** 04/21/2019

Services

**Contract Amount: \$417,000.00** 

**Total Paid to Date: \$301,764.00** 

Current FY PTD (07/01-06/30): \$51,329.00

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): \$265,495.03

Total Paid to Date: \$1,088,883.73

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

Budget.

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 Total Paid to Date: \$1,229,278.34 Current FY PTD (07/01-06/30): \$0.00

Notes: Perpetual License

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

Notes: 3 Years contract

# IP-18-02

WPN N/A

Title NetApp Support

Insight Public Sector

**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

# MDX-16-06

**WPN** 

Johnson, Anselmo, Murdoch, Burke, Pipe &

Hochman, P.A. **Title** Legal Representation in Civil Action Brought

against MDX and its Execuctive Director

**Executed** 01/25/2016

**Contract Amount: \$200,000.00** 

Current FY PTD (07/01-06/30): \$13,987.10

Current FY PTD (07/01-06/30): \$0.00

**Total Paid to Date:** \$187.608.14

Notes: Expiration: Completion of all matters related to lawsuit

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

Total Paid to Date: \$6,244.48

WPN N/A

Marlin Engineering, Inc.

# RFP-16-01 (B)

**Executed** 07/21/2016

**Expires** 07/24/2020

Structures

**Contract Amount:** \$1,307,810.00

**Total Paid to Date:** \$469,641.21

**Title** Inspection & Reporting Services for MDX

Current FY PTD (07/01-06/30): \$64,962.01

Moore Stephens Lovelace, P.A.

# RFP-16-04

WPN N/A

Title Financial Auditing Services

**Executed** 07/01/2016

**Expires** 12/31/2019

**Contract Amount:** \$210,000.00

Current FY PTD (07/01-06/30): \$0.00

Mythics, Inc.

Total Paid to Date: \$183,272.00

# IP-17-05

WPN N/A

Title Oracle Technical Support

**Executed** 06/30/2017

**Expires** 07/14/2020

**Contract Amount:** \$130,619.53 **Total Paid to Date:** \$130.619.53 Current FY PTD (07/01-06/30): \$0.00

New Millennium Engineering, Inc.

# RFQ-15-02

**Executed** 03/13/2015

WPN 83628.050

**Title** Construction Engineering and Inspection

(CE&I) Services for the Design-Build Project of SR

836 Operational, Capacity and Interchange

Improvements

Contract Amount: \$14,678,200.34

Current FY PTD (07/01-06/30): \$1,303,293.88

Total Paid to Date: \$12,276,359.14

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

Odebrecht Construction, Inc.

# ITB-16-01

WPN 83629,060

**Title** Construction Services for SR 836 Interchange

**Executed** 04/26/2016

**Expires** 01/06/2019

Modifications at 87th Avenue

Contract Amount: \$67,110,436.37

Current FY PTD (07/01-06/30): \$4,529,267.74

Total Paid to Date: \$47,960,641.96

Notes: Pending SA #6 that will include additional work and additional contract days.

Odebrecht Construction, Inc.

# RFP-14-03

WPN 83628.030

Title Design-Build Services for SR 836 Operational,

**Executed** 03/16/2015

**Expires** 11/18/2018

Capacity and Interchange Improvements

Contract Amount: \$152,645,140.68

Current FY PTD (07/01-06/30): \$15,681,980.03

Total Paid to Date: \$124,347,579.22

Notes: Pending SA #4 that will include additional work and an additional 180 contract days.

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): \$362,100.84

Total Paid to Date: \$1,618,259.46

# RFQ-17-02

WPN 30034.051,

40044.051, 10021.051

Title Construction Engineering and Inspection

Pinnacle Consulting Enterprises, Inc.

(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 **Total Paid to Date:** \$407.937.92

Current FY PTD (07/01-06/30): \$214,591.14

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

Prison Rehabilitative Industries and Diversified

# MDX-16-04

WPN N/A

Enterpises (PRIDE), Inc.

Title Manual Image Review (MIR) Processing

**Executed** 07/01/2016

**Expires** 06/30/2021

Services

Contract Amount: \$0.00

Current FY PTD (07/01-06/30): \$276,273.44

Total Paid to Date: \$2,237,138.29

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

**Executed** 11/06/2018

**Expires** 11/05/2021

**Testing Services** 

**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

Safety Systems Barricades Corp.

# ITB-17-04

WPN N/A

**Title** System-wide Maintenance of Traffic (MOT)

**Executed** 07/24/2017

**Expires** 07/25/2020

Services

Contract Amount: \$2,150,000.00

Current FY PTD (07/01-06/30): \$1,157,457.00

**Total Paid to Date:** \$1,573,009.00

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

**Total Paid to Date:** \$76,648.37

Current FY PTD (07/01-06/30): \$23,376.50

Stantec Consulting Services Inc.

# RFP-12-01 WPN 83618.011

**Expires** 12/03/2019

**Expires** 08/05/2019

**Expires** 09/12/2021

**Expires** 11/01/2020

**WPN** 

**Title** Project Development and Environment (PD&E)

Study for SR 836 Southwest Extension from

Northwest 137th Avenue to Southwest 136th Street

**Contract Amount:** \$8,113,872.55

Total Paid to Date: \$5,760,100.59

Current FY PTD (07/01-06/30): \$1,131,520.59

Ted & Stan's Towing Services, Inc.

**Title** Road Ranger Services Patrol for the MDX

# RFP-14-01 WPN N/A

**Executed** 12/04/2013

**Executed** 12/30/2013 **Expires** 06/30/2020

System

Contract Amount: \$15,152,450.00 Current FY PTD (07/01-06/30): \$1,255,393.93

Total Paid to Date: \$11,330,851.85

# RFP-15-02 **WPN** 87410.030

Title Design Build Services for SR 874 Ramp

Connector to SW 128th Street

The De Moya Group, Inc.

**Contract Amount:** \$44,827,380.57 Current FY PTD (07/01-06/30): \$0.00

Total Paid to Date: \$14,032,032.94

**Executed** 04/29/2015

# RFQ-17-01 (E)

**Executed** 11/02/2009

Tierra South Florida, Inc.

**Executed** 09/13/2018

Title Miscellaneous Materials Engineering and

**Testing Services** 

**Contract Amount: \$200,000.00** Current FY PTD (07/01-06/30): \$0.00

Total Paid to Date: \$0.00

# LA-09-01 WPN N/A Towne Park Co.

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

**Contract Amount:** \$198,000.00 Current FY PTD (07/01-06/30): \$4,500.00

**Total Paid to Date:** \$150,000.00

TRACE Consultants, Inc.

# RFQ-18-01-C

Title Miscellaneous Design Services

**Executed** 11/08/2018

**Executed** 05/01/2015

**Expires** 11/07/2021

**Expires** 04/30/2022

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

**WPN** 

**Title** Software and Hardware Maintenance Services

for the Open Road Tolling (ORT) System on SR 112

and SR 836

Contract Amount: \$13,100,000.00

**Total Paid to Date:** \$4,961,144.96

Current FY PTD (07/01-06/30): \$283,408.76

Current FY PTD (07/01-06/30): \$3,844,213.16

Transcore, LP

# MDX-13-06

WPN N/A

Title Toll Collection System: Equipment Installation,

**Executed** 04/19/2013

**Expires** 09/01/2019

Maintenance and Support Services

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.

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

**Total Paid to Date: \$9,120,663.03** 

# RFP-16-01 (A)

WPN N/A

TranSystems Corporation d/b/a TranSystems

Corporation Consultants

**Executed** 07/21/2016

**Expires** 07/24/2020

Structures

Contract Amount: \$1,307,810.00

Current FY PTD (07/01-06/30): \$50,315.00

**Total Paid to Date: \$457,736.91** 

Tyler Technologies, Inc.

# ITN-02-02

WPN N/A

Title Financial Management System Software and

**Title** Inspection & Reporting Services for MDX

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 &

**Executed** 06/08/2018

**Expires** 12/22/2022

Ride Facility

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

**Executed** 01/09/2019

**Expires** 01/08/2022

**Testing Services** 

**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

Executed 03/31/2011

General Counsel Support Services

Contract Amount: \$0.00

Current FY PTD (07/01-06/30): \$19,685.30

Total Paid to Date: \$9,559,329.95

Notes: Expiration: Completion of on-going litigations. Contract Amount: No established cap. Compensation is

managed by Board approved annual Operating Budget.

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): \$328,828.37

WPN 83628.069

**Total Paid to Date:** \$1,811,062.00

Notes: Contract Amount does not include cost of litigation services. As of 1/15/2019 the Litigation Services

Amount Paid is \$1,311,658.99

Wood Environment & Infrastructure Solutions, Inc.

# RFQ-15-05

Title Materials Engineering and Testing Services for

SR 836 Operational, Capacity and Interchange

Improvements.

Executed 01/21/2016

**Contract Amount:** \$747,879.86

**Total Paid to Date: \$401,096.97** 

Current FY PTD (07/01-06/30): \$24,882.95

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

Wood Environment & Infrastructure Solutions, Inc.

**WPN** # RFQ-17-01-A

Title Miscellaneous Materials Engineering and

**Executed** 12/11/2018

**Expires** 12/10/2021

**Testing Services** 

**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

**Executed** 05/15/2015

Title Construction Engineering and Inspection

(CE&I) Services for the Design-Build Project of SR

874 Ramp Connector to SW 128th Street

**Contract Amount:** \$5,479,390.15 **Current FY PTD (07/01-06/30):** \$588,370.71

Total Paid to Date: \$3,556,102.91

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