# MEMORANDUM

TC
**Agenda Item No. 3(K)**

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: May 15, 2003

SUBJECT: First Supplemental Agreement to the Professional Services Agreements to provide General Engineering for Miscellaneous Projects.

FROM: Steve Shiver
County Manager

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The attached First Supplemental Agreement to the Professional Services Agreements between:

(1) Parsons Brinckerhoff Quade & Douglas, Inc.
(2) Kimley-Horn and Associates, Inc.
(3) Reynolds, Smith and Hills, Inc.
(4) Pistorino & Alam Consulting Engineers, Inc.
(5) Marlin Engineering, Inc.
(6) H. J. Ross Associates, Inc.

and Miami-Dade County have been prepared by the Office of Public Transportation Management and are recommended for approval.

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| MODIFICATION NO.: | 1 |
| PROJECT: | Miscellaneous engineering services |
| PROJECT LOCATION: | Miami-Dade County |
| PROJECT DESCRIPTION: | To provide general engineering services for miscellaneous projects. Each original agreement was for a period of three years with a maximum compensation of $750,000.00. The first supplemental agreement increases the period to five years and the maximum compensation to $1,250,000.00. No minimum amount of work or compensation is assured to the retained consultants. |

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| FIRM: | Parsons Brinckerhoff Quade & Douglas, Inc. |
| CONTRACT No.: | TA00-TPS-7 |
| LOCATION OF FIRM: | 5775 Blue Lagoon Drive, Suite #360<br>Miami, FL 33126 |
| COMPANY PRINCIPALS: | William Anido, P.E., Sr Vice President |
| GENDER/ETHNICITY: | Non-Hispanic White |
| HOW LONG IN BUSINESS: | 116 years |
| PREVIOUS AGREEMENTS WITH COUNTY: | 3 Agreements for $4,158,349.00 |

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| FIRM: | Kimley-Horn and Associates, Inc. |
| CONTRACT No.: | TA00-TPS-8 |
| LOCATION OF FIRM: | 14750 NW 77th Court, Suite #100<br>Miami Lakes, FL 33016 |
| COMPANY PRINCIPALS: | Bart J. Barham, P.E., Sr. Vice President<br>Jerry W. Ingram, P.E., Sr. Vice President<br>Don L. Bartlett, P.E. Executive Vice President |
| GENDER/ETHNICITY: | N/A |
| HOW LONG IN BUSINESS: | 33 years |
| PREVIOUS AGREEMENTS WITH COUNTY: | 4 Agreements for $4,975,000.00 |

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| FIRM: | Reynolds, Smith and Hills, Inc. |
| CONTRACT No.: | TA00-TPS-9 |
| LOCATION OF FIRM: | 6161 Blue Lagoon Drive, Suite #200<br>Miami, FL 33126 |
| COMPANY PRINCIPALS: | Jose L. Gomez, P.E., Vice President |
| GENDER/ETHNICITY: | White Male |

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| HOW LONG IN BUSINESS: | 11 years |
| PREVIOUS AGREEMENTS WITH COUNTY: | None |

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| FIRM: | Pistorino & Alam Consulting Engineers, Inc. |
| CONTRACT No.: | TA00-TPS-10 |
| LOCATION OF FIRM: | 6401 SW 87th Avenue, Suite #111<br>Miami, FL 33173 |
| COMPANY PRINCIPALS: | John Pistorino, P.E., President,<br>Nasir M. Alam, P.E., CEO & Sec. Treasurer |
| GENDER/ETHNICITY: | Asian/Hispanic Male/Female |
| HOW LONG IN BUSINESS: | 15 years |
| PREVIOUS AGREEMENTS WITH COUNTY: | 3 Agreements for $5,228,765.00 |

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| FIRM: | Marlin Engineering, Inc. |
| CONTRACT No.: | TA00-TPS-11 |
| LOCATION OF FIRM: | 2191 NW 97th Avenue<br>Miami, FL 33172 |
| COMPANY PRINCIPALS: | Ramon Soria, P.E., President<br>Sergio Alfonso, P.E., Vice President |
| GENDER/ETHNICITY: | Hispanic Male |
| HOW LONG IN BUSINESS: | 10 years |
| PREVIOUS AGREEMENTS WITH COUNTY: | 3 Agreements for $4,000,000.00 |

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| FIRM: | H. J. Ross Associates, Inc. |
| CONTRACT No.: | TA00-TPS-12 |

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| LOCATION OF FIRM: | 800 Douglas Entrance, Annex Bldg.<br>Suite # 250<br>Coral Gables, FL 33134 |
| COMPANY PRINCIPALS: | Alvaro J. Piedrahita, P.E., President<br>Cesar A. Calas, P.E., Sr. Vice President<br>Charles K. Deeb, P.E., Vice President |
| GENDER/ETHNICITY: | Hispanic Male |
| HOW LONG IN BUSINESS: | 50 years |
| PREVIOUS AGREEMENTS WITH COUNTY: | 5 Agreements for $3,326,250.00 |

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| ORIGINAL AGREEMENT AMOUNTS: | $750,000.00 each<br>Length of each agreement is three years |
| ADJUSTED AGREEMENT AMOUNT: | $1,250,000.00 each<br>Length of each agreement is five years |
| PERCENT CHANGE THIS MODIFICATION: | 66.66% |
| JUSTIFICATION: | OPTM's workload is expected to significantly increase as a direct result of the approval of the recent tax referendum. An increase in each of these contract's duration and ceilings are required in order to accomplish all the activities required to improve future bus and rail services. Furthermore, due to a greater than anticipated need for consulting services during the past two years, most of the existing contracts are near or at their authorized capacity. Both the Federal Transit Administration and the County Attorney's Office have indicated that the County's Equitable Distribution Program (EDP) in its present form, conflicts with federal procurement |

regulations. As a result OPTM will not be able to participate in the EDP. Approval of these supplemental agreements will insure that contracts are available with sufficient capacity to continue our capital program uninterrupted.

In order to comply with Federal Cost Accounting Principles we are revising the method of funding audits conducted by Inspector General.

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| USING AGENCY: | Office of Public Transportation Management |
| FUNDING SOURCE: | Various Sources (No work order shall be issued without prior approval by the Citizen's Independent Transportation Trust when using People's Transportation Plan funds) |
| APPROVED FOR LEGAL SUFFICIENCY: | Yes |
| FISCAL IMPACT: | Potentially $3,000,000.00 if all contracts are used to capacity. There are various funding sources which may include federal, state and local funding. |

# MEMORANDUM

(Revised)

**TO:** Honorable Chairperson and Members
Board of County Commissioners

**DATE:** June 3, 2003

**FROM:** Robert A. Ginsburg
County Attorney

**SUBJECT:** Agenda Item No.

**Please note any items checked.**

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

6

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF SIX FIRST SUPPLEMENTAL AGREEMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL ENGINEERING SERVICES WITH (1) PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC., (2) KIMLEY-HORN AND ASSOCIATES, INC., (3) REYNOLDS, SMITH AND HILLS, INC., (4) PISTORINO & ALAM CONSULTING ENGINEERS, INC., (5) MARLIN ENGINEERING, INC., AND (6) H. J. ROSS ASSOCIATES TO PROVIDE GENERAL ENGINEERING SERVICES FOR MISCELLANEOUS PROJECTS, AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the six (6) First Supplemental Agreements to the professional services agreements between Miami-Dade County and (1) Parsons Brinckerhoff Quade & Douglas, Inc., (2) Kimley-Horn and Associates, Inc., (3) Reynolds, Smith and Hills, Inc., (4) Pistorino & Alam Consulting Engineers, (5) Marlin Engineering, Inc., and (6) H. J. Ross Associates, Inc. to provide general engineering services for miscellaneous County projects, in substantially the form of one of the agreements attached hereto and made a part hereof; and authorizes the County Manager to

execute same for and on behalf of Miami-Dade County; and to exercise the cancellation provisions contained therein.

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

| | |
|---|---|
| Bruno A. Barreiro | Dr. Barbara Carey-Shuler |
| Jose "Pepe" Diaz | Betty T. Ferguson |
| Sally A. Heyman | Joe A. Martinez |
| Jimmy L. Morales | Dennis C. Moss |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency. BL

By: _____
Deputy Clerk

Bruce Libhaber

FIRST SUPPLEMENTAL AGREEMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MIAMI-DADE COUNTY FLORIDA AND
PISTORINO & ALAM CONSULTING ENGINEERS, INC.
TO PROVIDE GENERAL ENGINEERING SERVICES

This First Supplemental Agreement is made and entered into as of this _____ day of _____, 200_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Pistorino & Alam Consulting Engineers, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on August 28, 2001 approved entering into a Professional Services Agreement (PSA) with Pistorino & Alam Consulting Engineers, Inc. to provide general engineering services for the Office of Public Transportation Management in accordance with applicable Federal, State and local requirements; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

1. SECTION IV - COMPENSATION

E. MAXIMUM COMPENSATION
Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total of all payments to the CONSULTANT pursuant to this Agreement shall not exceed $1,250,000.

2. SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XIV and SECTION XVI hereof. The performance of specifically and properly authorized services which may extend beyond the

Agreement's five year effective term shall be compensated in accordance to Section IV hereof.

3. SECTION XVIII - ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

Delete item 14 in Paragraph C and replace it with the following:

"OFFICE OF THE INSPECTOR GENERAL. Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts pursuant to Section 2-1076(c)(8) of the County Code.

Notwithstanding the provision in the County Code related to the pre-payment of fees into a pool to fund IG services, on Federally funded projects, IG services will be paid by the user department based on reasonable and allowable actual expenses in accordance with Federal cost accounting principles".

4. OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 35% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

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

HARVEY RUVIN, CLERK

By: _____

By: _____
County Manager

Witnesseth

Pistorino & Alam Consulting Engineers, Inc.

_____

_____

By: _____
(Signature of President or other authorized representative and capacity)

_____
Approved as to form and
Legal sufficiency

FIRST SUPPLEMENTAL AGREEMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MIAMI-DADE COUNTY FLORIDA AND
H. J. ROSS ASSOCIATES, INC.
TO PROVIDE GENERAL ENGINEERING SERVICES

This First Supplemental Agreement is made and entered into as of this _____ day of _____, 200_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and H. J. Ross Associates, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on August 28, 2001 approved entering into a Professional Services Agreement (PSA) with H. J. Ross Associates, Inc. to provide general engineering services for the Office of Public Transportation Management in accordance with applicable Federal, State and local requirements; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

1. SECTION IV - COMPENSATION

E. MAXIMUM COMPENSATION
Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total of all payments to the CONSULTANT pursuant to this Agreement shall not exceed $1,250,000.

2. SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XIV and SECTION XVI hereof. The performance of specifically and properly authorized services which may extend beyond the

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Notwithstanding the provision in the County Code related to the pre-payment of fees into a pool to fund IG services, on Federally funded projects, IG services will be paid by the user department based on reasonable and allowable actual expenses in accordance with Federal cost accounting principles".

4. OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 35% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

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

HARVEY RUVIN, CLERK

By: _____

By: _____
County Manager

Witnesseth

H. J. Ross Associates, Inc.

_____

_____

By: _____
(Signature of President
or other authorized
representative and
capacity)

_____
Approved as to form and
Legal sufficiency

FIRST SUPPLEMENTAL AGREEMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MIAMI-DADE COUNTY FLORIDA AND
KIMLEY-HORN AND ASSOCIATES, INC.
TO PROVIDE GENERAL ENGINEERING SERVICES

This First Supplemental Agreement is made and entered into as of this _____ day of _____, 200_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Kimley-Horn and Associates, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on August 28, 2001 approved entering into a Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc. to provide general engineering services for the Office of Public Transportation Management in accordance with applicable Federal, State and local requirements; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

1. SECTION IV - COMPENSATION

E. MAXIMUM COMPENSATION
Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total of all payments to the CONSULTANT pursuant to this Agreement shall not exceed $1,250,000.

2. SECTION XV - DURATION OF AGREEMENT

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Delete item 14 in Paragraph C and replace it with the following:

"OFFICE OF THE INSPECTOR GENERAL. Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts pursuant to Section 2-1076(c)(8) of the County Code.

Notwithstanding the provision in the County Code related to the pre-payment of fees into a pool to fund IG services, on Federally funded projects, IG services will be paid by the user department based on reasonable and allowable actual expenses in accordance with Federal cost accounting principles".

4. OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 35% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

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

HARVEY RUVIN, CLERK

By: _____

By: _____
County Manager

Witnesseth

Kimley-Horn and Associates, Inc.

_____

_____

By: _____
(Signature of President or other authorized representative and capacity)

_____
Approved as to form and
Legal sufficiency

FIRST SUPPLEMENTAL AGREEMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MIAMI-DADE COUNTY FLORIDA AND
MARLIN ENGINEERING, INC.
TO PROVIDE GENERAL ENGINEERING SERVICES

This First Supplemental Agreement is made and entered into as of this _____ day of _____, 200_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Marlin Engineering, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on August 28, 2001 approved entering into a Professional Services Agreement (PSA) with Marlin Engineering, Inc. to provide general engineering services for the Office of Public Transportation Management in accordance with applicable Federal, State and local requirements; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

1. SECTION IV - COMPENSATION

E. MAXIMUM COMPENSATION
Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total of all payments to the CONSULTANT pursuant to this Agreement shall not exceed $1,250,000.

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Notwithstanding the provision in the County Code related to the pre-payment of fees into a pool to fund IG services, on Federally funded projects, IG services will be paid by the user department based on reasonable and allowable actual expenses in accordance with Federal cost accounting principles".

4. OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 35% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

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

HARVEY RUVIN, CLERK

By: _____

By: _____
County Manager

Witnesseth

Marlin Engineering, Inc.

_____

_____

By: _____
(Signature of President or other authorized representative and capacity)

_____
Approved as to form and
Legal sufficiency

FIRST SUPPLEMENTAL AGREEMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MIAMI-DADE COUNTY FLORIDA AND
PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.
TO PROVIDE GENERAL ENGINEERING SERVICES

This First Supplemental Agreement is made and entered into as of this _____ day of _____, 200_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Parsons Brinckerhoff Quade & Douglas, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on August 28, 2001 approved entering into a Professional Services Agreement (PSA) with Parsons Brinckerhoff Quade & Douglas, Inc. to provide general engineering services for the Office of Public Transportation Management in accordance with applicable Federal, State and local requirements; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

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E. MAXIMUM COMPENSATION
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IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

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

HARVEY RUVIN, CLERK

By: _____

By: _____
County Manager

Witnesseth

Parsons Brinckerhoff Quade & Douglas, Inc.

_____

_____

By: _____
(Signature of President or other authorized representative and capacity)

_____
Approved as to form and
Legal sufficiency

FIRST SUPPLEMENTAL AGREEMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MIAMI-DADE COUNTY FLORIDA AND
REYNOLDS, SMITH AND HILLS, INC.
TO PROVIDE GENERAL ENGINEERING SERVICES

This First Supplemental Agreement is made and entered into as of this _____ day of _____, 200_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Reynolds, Smith and Hills, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on August 28, 2001 approved entering into a Professional Services Agreement (PSA) with Reynolds, Smith and Hills, Inc. to provide general engineering services for the Office of Public Transportation Management in accordance with applicable Federal, State and local requirements; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

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Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 35% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

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

HARVEY RUVIN, CLERK

By: _____

By: _____
County Manager

Witnesseth

Reynolds, Smith and Hills, Inc.

_____

_____

By: _____
(Signature of President or other authorized representative and capacity)

_____
Approved as to form and
Legal sufficiency