

MEMORANDUM



Date: May 14, 2008
To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
From: George M. Burgess
County Manager
Subject: Amendment to a Professional Service Agreement to Provide Engineering Construction Management Services - Project No: TR04-PTP1; Contract No: TR04-PTP1, to PB Americas, Inc.

TC
Agenda Item No. 3(D)

Recommendation

The attached Amendment No: 1 on a contract between PB Americas, Inc. (f/k/a Parsons Brinckerhoff Quade & Douglas, Inc.) and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval.

AMENDMENT NUMBER: 1

Scope

PROJECT NAME: Program Management Consulting Services for the Implementation of the People's Transportation Plan
PROJECT NO: TR04-PTP1
CONTRACT NO: TR04-PTP1

PROJECT DESCRIPTION: The Program Management Consultant (PMC) will function as special support staff to MDT and will also support the Public Works Department (PWD) and the Metropolitan Planning Organization (MPO) for all PTP project work. Program Management Consulting services may include, but are not limited to: Short and Long-Range Transit and Transportation Planning; Facilities Planning; Project Programming; Feasibility Studies; Transit and Highway Operational Studies; Alternatives Analyses and Major Investment Studies; Oversight of Design and Systems Consultants; Oversight of Construction, Engineering and Inspection Consultants; Quality Assurance Oversight; Design Criteria and Standards; Safety and Security Certification; Value Engineering; Project Control; Estimating; Right-of-Way Acquisition and Relocation Activities; Utility

Relocations; and other diverse technical and engineering skills in support of the general needs of MDT. In general, it is anticipated that any decision and inspection work associated with any of these program management services will be performed by separate firms selected for that specific purpose.

PROJECT LOCATION: Miami-Dade County, Florida

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners May 3, 2005 Resolution No. R-487-05

USING DEPARTMENT: Miami-Dade Transit

MANAGING DEPARTMENT: Miami-Dade Transit

Fiscal Impact / Funding Source

ADMENDMENT FUNDING SOURCE: People's Transportation Plan (PTP) Bond Program

PTP FUNDING: Yes

GOB FUNDING: No

AMENDMENT DESCRIPTION: This amendment will provide MDT with the technical support needed to advance the Orange Line and other related PTP funded projects through June 30, 2010. Below are the general areas of support:

1. Program Management and Administration:
This area includes management and monitoring of Corridor Project Development; management and monitoring of engineering and design; capital costs estimating; scheduling; management and monitoring of systems design; and quality assurance support.
2. Facilities Engineering Support:
The Facilities Engineering section of the PMC will provide MDT with a broad range of engineering and architectural design services to support the Orange Line through June 30, 2010.
3. Systems Engineering Support:

Systems Engineering will include the technical support necessary to accomplish planning, integration and procurement of system facilities, such as upgraded train control, an upgraded central control facility, communications systems, maintenance yard and shops, new vehicles needed for expanded services, environmental assessment, preliminary engineering, design and final design support, fabrication and testing of subsystem components for the Orange Line.

4. Right-of-Way (ROW) Acquisition and Relocation Support:
ROW Acquisition and Relocation support includes providing qualified appraisers and reviewers to establish fair market value for property acquisition; coordination of condemnation activities to acquire property titles; relocation of affected residents and businesses in compliance with the Uniform Relocation Act (URA); management of acquired properties; and coordination of demolition activities.

5. Operations Planning and Fare Collection Support:
Provides qualified experts in the field of fare collection, payment systems and program management to assist MDT during the planning and implementation of the Automated Fare Collection System (AFCS) project. Other professional consulting services which may be required include research, planning of functional requirements (i.e., hardware and software specifications), procurement, design/installation support, and training and testing (to ensure a seamless implementation) of the updated fare collection system.

6. New Starts and Financial Support:
Continued and uninterrupted PMC services is critical in order to obtain the Federal Transit Administration's (FTA) approval of the County financial plans and receive FTA funding approval for Phase II, North Corridor.

**MONETARY
JUSTIFICATION:**

The fiscal impact of this amendment (\$21 million) anticipates supplemental funds will be needed by mid-July 2008 in order to continue the program management consulting technical support for Orange Line program needs for activities scheduled through June 30, 2010. The original advertised amount, approved under Resolution No. R-232-04, was for \$84 million spread over a seven year period. However, the executed contract award amount was reduced by 48% to \$44 million (R-487-05); with no reductions or revisions made to the contract's scope or time frame.

TIME JUSTIFICATION:

N/A

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Amendment Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Amendment</u>
BASE:	\$44,000,000.00	\$0.00	\$21,000,000.00	\$65,000,000.00	\$32,740,948.57	\$32,259,051.43
CONTINGENCY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DEDICATED:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS:	\$44,000,000.00	\$0.00	\$21,000,000.00	\$65,000,000.00	\$32,740,948.57	\$32,259,051.43

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Amendment Duration</u>	<u>Current Totals</u>
BASE DURATION:	2555	0	0	2555
CONTINGENCY:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL DURATION:	2555	0	0	2555

INITIATING FACTOR(S) FOR AMENDMENT

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
<u>Other</u>	\$21,000,000.00	<u>0</u>
Total:	\$21,000,000.00	

Track Record / Monitor

PERFORMANCE RECORD: PB Americas performance ratings in the CIIS includes: two (2) 3.8 ratings from Water & Sewer Department (WASD) for Projects EDP-WS-S-41 and EDP-WS-S-42; a 3.0 rating for Project TR04-PTP-1 from MDT; and a 3.9 rating for Project TA00-TPS-7 also from MDT, for an evaluation average of 3.6 points out of possible 4.0 points for Miami-Dade County activities through April 2008.

PRIME CONSULTANT: PB Americas, Inc.
COMPANY PRINCIPAL: William D. Smith, P.E.
COMPANY QUALIFIERS: Raymond Hornbuckle, P.E.

COMPANY EMAIL ADDRESS: www.parsons.com

COMPANY STREET ADDRESS: 7300 Corporate Center Drive, Suite 600

COMPANY CITY-STATE-ZIP: Miami, Florida 33126

YEARS IN BUSINESS AT TIME OF AWARD: 119

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD: According to the Firm History Report as provided by the Department of Small Business Development, the contractor received five (5) contracts during the five years immediately preceding the award of this contract with a total value of \$48,974,331.00 including change orders approved by the BCC of \$600,648.00.

SUBCONSULTANTS: DMJM & Harris, Inc.
Post, Buckley, Schuh & Jerningan, Inc.
EAC Consulting, Inc.
A2 Group, Inc.
Mactec Engineering & Consulting, Inc.
Cardozo Engineering, Inc.
Carmen Morris & Associates, Inc.
Nodarse & Associates, Inc.
Triangle Associates, Inc.
AECOM Consult, Inc.
The Allen Group (Neumayr), LLC
Phillips Consulting Group, Inc.
Spillis, Candela & Partners, Inc.

CONTRACT MANAGER NAME/PHONE/EMAIL: Jesus Valderrama (786) 469-5291 jvalder@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Albert A. Hernandez 786-469-5447 aah@miamidade.gov

Background

On May 3, 2005, the Board of County Commissioners (Board) approved a \$44 million contract for Program Management Consulting (PMC) services (R-487-05). This approval provided an initial appropriation of \$25 million and required Board approval for funding beyond the \$25 million. Subsequently, two additional Board – approved appropriations have been authorized: April 26, 2007 for \$10 million (R-499-07) and January 10, 2008 for the final \$9 million (R-22-08).

This approval translated into a private-public management program which would serve to maximize the technical expertise the County required to accomplish the Orange Line capital expansion program with FTA grant assistance. At that time, the County's 2003 "Summer Study," reflected that a similar program model was utilized by other transit agencies to implement large capital expansion programs; all of which received favorable project ratings from the FTA.

Additionally, the Manager recommended that the County's initial investment, be augmented, as necessary through supplemental agreements, to advance the program through completion of the Federal New Starts process required for approval of FTA grant assistance.

The original advertisement amount approved by the Board, under R-232-04, was for \$84 million for seven years, based on an initial pro-forma of \$2.4 billion. Prior to Board approval of this amount, the County Manager's Office reduced the contract maximum allocation by \$40 million, but did not scale back the program's scope or contract duration, accordingly. At this time, an additional \$21 million is needed to continue the work approved under this contract through June 30, 2010. Continuing PMC services without interruption provides the County with the technical ability needed to advance a major capital project of the PTP, as approved by the voters.

Continuity of PMC services through a supplemental agreement is critical: to reaching program milestones, including the submittal of a financial plan to the FTA; remaining cost effective for Phase II, North Corridor; addressing risk assessment issues; and advancing the Phase 3, East-West Corridor through a locally preferred alternative (LPA). Advertising a new PMC contract would involve a lengthy and technical procurement process; thereby, affecting the County's ability to achieve program milestones and possible delay of FTA program funding approval.

The total anticipated commitment of PMC expenditures to date (invoiced and accrued) is approximately \$37,729,725, of which 59% has been used for Management and Engineering Support; 7% for Right-of-Way; 20% for Planning and Outreach; 7% for Safety and Security; and 7% for Operations Planning and Maintenance Support. Based on the PMC's average rate of monthly expenditures, MDT anticipates contract funds will be depleted by July 2008.

All projects to be managed by the PMC under this contract were included in Ordinance No. 02-116, Exhibit 1 - PTP Rapid Transit Improvements and its subsequent amendments, adopted by the Board on July 9, 2002.

DBE Goal Attainment:

The MDT Office of Civil Rights has made no change to the DBE goal for this contract. As such, the PMC will continue to take all necessary steps towards compliance with the DBE contracted goal. MDT has written acknowledgement from PB Americas of their intent to maintain the 25% rate for the duration of the contract. Going forward, the PMC's approach will be to allocate new work to qualified DBE firms included in the contract, shift work (where feasible) to DBE firms, and purchase supplies and materials from DBE-certified vendors. As of April 25, 2008, the annual DBE participation rate since the contract's inception stood at approximately 22.4%. This percentage is based on services paid and accrued, but not yet invoiced. Due to the PMC measures undertaken in 2007, the annual DBE participation rate rose from 19.3% in 2006 to 28.25% last year. Based on the steady incline in DBE participation, MDT expects the PMC to meet the DBE contract goal of 25% by December 2008 (Attachment 1) and the department will continue to work closely with the PMC towards this endeavor.

Contract Compliance Review:

A recent Office of Inspector General (OIG) audit report related to PMC contract compliance issues, noted that the department had improved its invoicing process and practices regarding review and approval of PMC employee salary rates and direct labor hours. Also noted were improvements made by MDT with the annual PMC performance evaluation process which helped to ensure more responsive PMC management.

On February 18, 2008, MDT evaluated both the department's and the PMC's responsiveness to the OIG report recommendations; PMC compliance with other contract issues was also reviewed by MDT. The evaluation concluded that PMC monthly lobbyist usage disclosure reports, periodic Ethics reports, and lobbyist certification submissions, had not been properly tracked and maintained. All reports are now up-to-date. Additionally, the PMC was found to be in compliance with the County's prompt invoice payment (Administrative Order 3-19) requirement and MDT is also meeting contract requirements for payments to the PMC. Finally, language has been added to the Supplemental Agreement to clarify that MDT sets overhead increases for consultants and Subconsultants based on PMC submissions of recent certified independent audits or submittal of the Florida Department of Transportation (FDOT) approval letter (a/k/a the Lorraine Odom Letter).

Recent Accomplishments:

Phase I, MIC-Earlington Heights Connector –The PMC provided project management and technical oversight for completion of the final design for the Miami Intermodal Center (MIC)-Earlington Heights Connector Project. This project is presently advertised and slated to begin construction at the end of 2008.

Phase II, North Corridor – Program accomplishments include obtaining the preliminary engineering to a 60% design effort and commencing FTA's risk assessment process; development of the ROW parcel acquisition and relocation process; managed planning and technical aspects of the environmental approval process; and obtaining Record of Decision.

Phase III, East-West Corridor – Program accomplishments include submittal of the Baseline Alternative Development Report to the FTA and development of alignment options; resulting in a significant improvement in the project's cost-effectiveness ratio.

BUDGET APPROVAL
FUNDS AVAILABLE: _____
OSBM DIRECTOR DATE

APPROVED AS TO
LEGAL SUFFICIENCY: Bruce Zabrane 5/5/08
COUNTY ATTORNEY DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE: _____
OCI DIRECTOR DATE

Wesley Scott
ASSISTANT COUNTY
MANAGER DATE

CLERK DATE

DATE



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 3, 2008

FROM: 
R. A. Cuevas, Jr.
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

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1 FOR \$21,000,000 TO CONTRACT NO. TR04-PTP1 BETWEEN MIAMI-DADE COUNTY AND PB AMERICAS, INC (F/K/A PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.)

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 Amendment No. 1 between Miami-Dade County and PB Americas, Inc. (f/k/a Parsons Brinckerhoff Quade & Douglas, Inc.) for \$21,000,000; in substantially the form attached hereto and made a part thereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County.

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, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

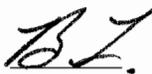
The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission reaffirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

12

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE TRANSIT

AMENDMENT TO ORIGINAL PROFESSIONAL SERVICE AGREEMENT



AMENDMENT NO: 1 CONTRACT NO: TR04-PTP1 DATE: 5/1/2008
 PROJECT TITLE: Program Management Consulting Services for the Implementation of the People's Transportation Plan
 TO CONTRACTOR: PB Americas, Inc. 7300 Corporate Center Drive, Suite 600 Miami, Florida 33126

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This amendment will provide MDT with technical support needed to advance the Orange Line Phases through June 30, 2010. Below are general areas of support.

1. Program Management and Administration:
 This area includes management and monitoring of Corridor Project Development; management and monitoring of Engineering and Design; capital costs estimating; scheduling; management and monitoring of Systems Design; and Quality Assurance support. (Continued below)

Monetary Justification: The fiscal impact of \$21 million anticipates supplemental funds will be needed by mid July, 2008 to continue PMC technical support for Orange Line program needs for activities scheduled through June 30, 2010. The original advertisement amount, approved under R-232-04, was \$84 million for seven years. However, the executed contract award amount was reduced by 48% to \$44 million under (Continued below)

Time Justification: N/A

This amendment includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order. *See Attachment to Amendment No. 1 made a part hereof.*

N/A

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	\$44,000,000.00
COST OF CHANGES PREVIOUSLY ORDERED	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	\$44,000,000.00
COST OF CHANGES WITH THIS DOCUMENT	\$21,000,000.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	\$65,000,000.00
PERCENT INCREASE WITH THIS CHANGE	48%
TOTAL PERCENT INCREASE TO DATE	48%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	2555 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	0 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	2555

CERTIFYING STATEMENT: *I hereby certify that the changes and supporting cost data included is, in my considered opinion, necessary and accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit of competitive bidding.*

Approved: ENGINEER OR CONSULTING ENGINEER _____ Date: _____

Recommended By: PROJECT MANAGER _____ Date: _____

TO BE FILLED OUT BY MIAMI-DADE TRANSIT

FUNDS BUDGET CODE _____

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION: _____ Date: _____

		Accepted By:	
Organization	Name	Title	Date
PB Americas, Inc.	<i>G. Dewey Martin, III</i> G. Dewey Martin, III	Contractor	05/02/08
Surety	Senior Vice President	Surety	_____

Title Name Date

Reviewed By: Manager, Construction Division

Raymond J. Sabo

5/8/08

Approved By: Assistant Director

5/8/08

Approved By: Director

5/7/08

Approved By: Director, DBD

5/7/08

Approved By: Director, OSBM

Bruce Zebner

5/7/08

Approved By: County Attorney

Approved By: County Manager

Attested By: Clerk of the Board

Description of work authorized (Continued)

2. Facilities Engineering Support:

The Facilities Engineering section of the PMC will provide MDT with a broad range of engineering and architectural design services to support the Orange Line through June 30, 2010.

3. Systems Engineering Support:

Systems Engineering will include the technical support necessary to accomplish planning, integration and procurement of system facilities such as upgraded train control, central control facility, communications systems, maintenance yard and shops, new vehicles needed for expanded services, environmental assessment, preliminary engineering, design and final design support, refurbishment, fabrication and testing of subsystem components for the Orange Line.

4. Right-of-Way (ROW) Acquisition and Relocation Support:

ROW Acquisition and Relocation support includes providing qualified appraisers and reviewers to establish fair market value for property acquisition; coordination of condemnation activities to acquire property titles; relocation of affected residents and businesses in compliance with the Uniform Relocation Act (URA); management of acquired properties; and coordination of demolition activities.

5. Operations Planning and Fare Collection Support:

Provide experts qualified in the field of Fare Collection, Payment Systems and Program Management to assist MDT during the planning and implementation of the Automated Fare Collection System (AFCS) project. Other professional consulting services which may be required include research, planning of functional requirements, such as hardware and software specifications (as necessary), procurement, design/installation support and ensuring that appropriate training and, testing objectives are included for a seamless implementation of the automatic fare collection system.

6. New Starts and Financial Support:

Continuing PMC services and assistance uninterrupted is critical to MDT in order to obtain FTA's approval of the County financial plans and receive FTA funding approval for Phase II, North Corridor.

Monetary Justification: (Continued)

r R-487-05 with no reductions made to the contract scope and time period.

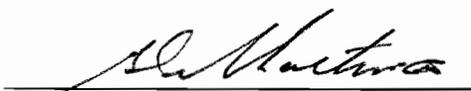
Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

ATTACHMENT TO AMENDMENT NO. 1

CONTRACT No. TR04-PTP-1

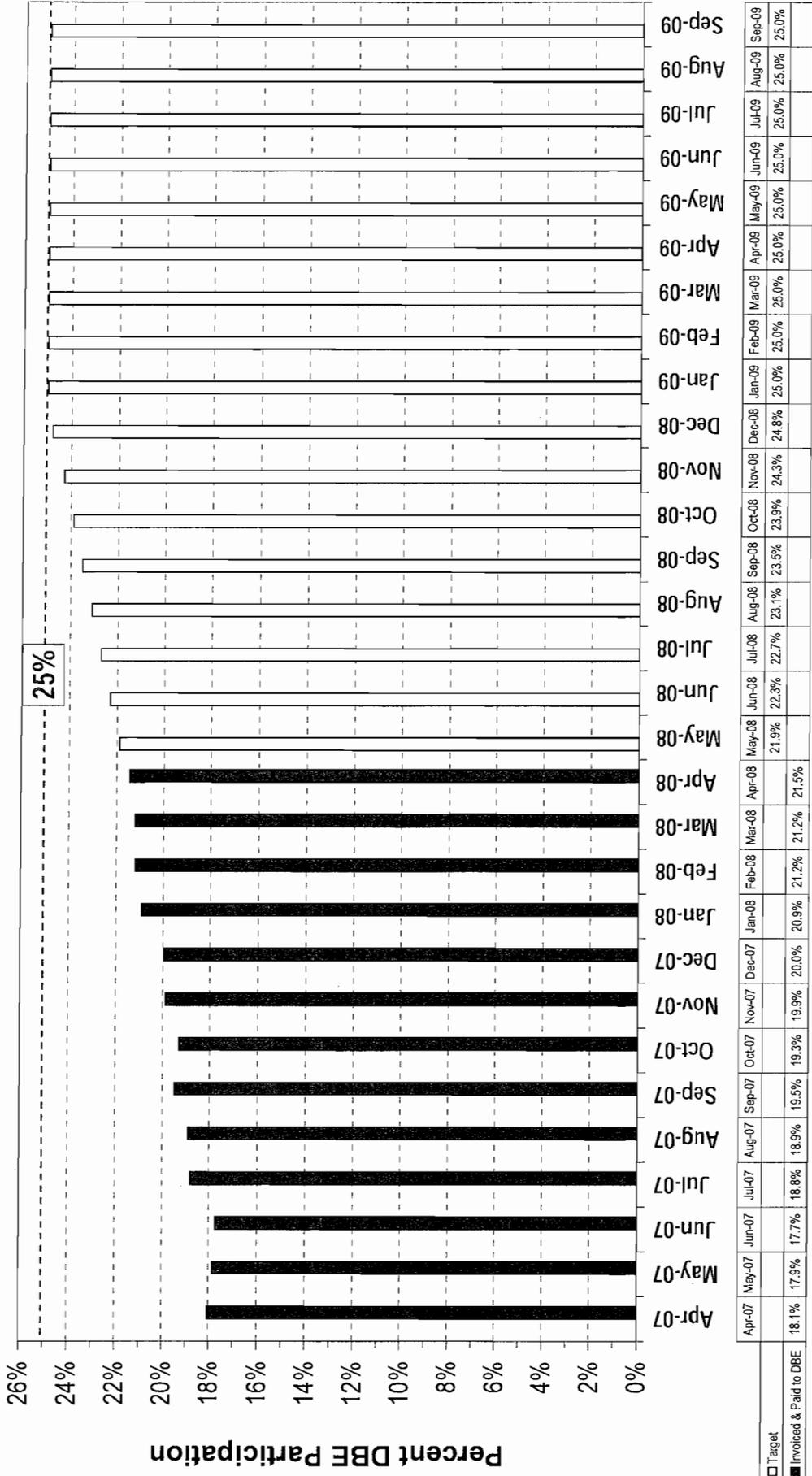
This Program Management Consultant (PMC) contract consists of a series of more than 20 work orders that are at varying stages of completion. Supplement No. 1 provides additional funding to provide for the continuation of many of these activities. Due to the on-going multi-year nature of this contract, PB Americas, Inc. is not able at this time to waive its rights, or the rights of its subcontractors, to seek compensation for services rendered. The Time Justification portion of the Amendment to Original Professional Services Agreement Form is therefore not applicable (N/A).

Signed by:  Date: 5/2/2008
G. Dewey Martin, III

Title: Senior Vice President

15

DBE Participation CUMULATIVE ACTUAL PARTICIPATION & GOAL FORECAST



21



MIAMI DADE COUNTY A&E Firm History Report

From: 05/03/2000 To: 05/03/2005

PRIMES

FIRM NAME: PB AMERICAS, INC
1 Penn Plz
New York, NY 10119-0061

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
TA00-TPS-10	1	MT	NO MEASURE	08/27/2001	\$750,000.00	\$341,050.00	\$0.00	\$0.00	* AECOM CONSULT, INC. - \$11,500.00 * PRECISION ENGINEERING GROUP, INC. - \$178,126.75
					<u>\$750,000.00</u>				
E01-SEA-02	2	SP	GOAL CBE 10%	02/28/2002	\$2,000,000.00	\$989,392.12	08/09/2006	\$0.00	* CURTIS & ROGERS DESIGN STUDIO, INC. - \$122,400.00 * EAC CONSULTING, INC. - \$62,391.00 * PRECISION ENGINEERING GROUP, INC. - \$71,392.03
					<u>\$2,000,000.00</u>				
E01-MPO-01	1	MP	NO MEASURE	08/23/2002	\$1,500,000.00	\$1,010,269.00	\$0.00	\$0.00	* BERMELLO, AJAMIL & PARTNERS, INC. - \$42,750.00 * CARMEN MORRIS & ASSOCIATES, INC. - \$30,495.00 * COMMUNIKATZ, INC. - \$39,900.00 * JANUS RESEARCH, INC. - \$28,500.00 * JEFFREY A. PARKER & ASSOCIATES, INC. - \$50,000.00 * LEA & ELLIOTT, INC. - \$19,000.00 * PRECISION ENGINEERING GROUP, INC. - \$47,500.00 * THE CORRADINO GROUP, INC. - \$27,075.00
					<u>\$1,500,000.00</u>				
E02-MPO-01	3	MP	NO MEASURE	03/13/2003	\$123,683.00	\$0.00	\$0.00	\$0.00	* B MUMFORD & COMPANY - \$0.00
					<u>\$123,683.00</u>				

17

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval



MIAMI DADE COUNTY A&E Firm History Report

From: 05/03/2000 To: 05/03/2005

PRIMES

FIRM NAME: PB AMERICAS, INC
1 Penn Plz
New York, NY 10119-0061

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E03-MDT-01	1	MT	GOAL - DBE DBE 25%	05/03/2005	\$44,000,000.00	\$0.00	02/08/2008	\$0.00	<ul style="list-style-type: none"> * A2 GROUP, INC. - \$0.00 * ACUMEN BUILDING ENTERPRISE, INC. - \$0.00 * AECOM CONSULT, INC. - \$0.00 * BUGDAL GROUP, INC. - \$0.00 * CARDOZO ENGINEERING, INC. - \$0.00 * CARMEN MORRIS & ASSOCIATES, INC. - \$0.00 * DICKEY CONSULTING SERVICES, INC. - \$0.00 * DMJM+HARRIS, INC. - \$0.00 * DOVETAIL CONSULT, INC. - \$0.00 * EAC CONSULTING, INC. - \$0.00 * MACTEC ENGINEERING AND CONSULTING, INC. - \$0.00 * MOMENTUM CORP. - \$0.00 * NODARSE & ASSOCIATES, INC. - \$0.00 * PHILLIPS CONSULTING GROUP, INC. - \$0.00 * POST, BUCKLEY, SCHUH & JERNIGAN, INC. - \$0.00 * SPILLIS CANDELA & PARTNERS, INC. - \$0.00 * THE ALLEN GROUP (NEUMAYR), LLC - \$0.00 * TRANSIT SAFETY CONSULTING SERVICES, INC. - \$0.00 * TRIANGLE ASSOCIATES, INC. - \$0.00
					\$21,000,000.00				
					<u>\$65,000,000.00</u>				

18

Total Award Amount	\$48,373,683.00
Total Change Orders Approved by BCC	\$600,648.00
<hr/>	
Total Change Orders Approved After Requested Date Range	\$48,974,331.00
Total Change Orders Pending	\$21,000,000.00
<hr/>	
	\$69,974,331.00

Exit



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 111531569
Parsons Brinckerhoff Quade & Douglas, Inc.

<u>DST</u>	<u>DPT</u>	<u>Type</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Status Award Date</u>	<u>Last Status</u>	<u>% Complete / Status *</u>
5	SP	PSA	<u>E01-SEA-02-2</u>	Cargo Yard Improvements	Parsons Brinckerhoff Quade & D	3/25/2005	\$2,000,000	4/14/2008	85% / Behind Schedule
0	MT	PSA	<u>TA00-TPS-7</u>	Miscellaneous Engineering Serv	Parsons Brinckerhoff Quade & D	N/A	\$750,000	4/7/2008	100% / Work Complete, Pending Close-O
0	AV	EDP	<u>EDP-AV-SR-I-132-B</u>	MIA UPPER VEHICLE DRIVE BUS SHELTER (PREP)	PB AMERICAS, INC	N/A	\$0		0% / N/A
0	MT	EDP	<u>EDP-MT-SR-TR04-NCNS</u>	NORTH CORRIDOR NEW STARTS	PB AMERICAS, INC	N/A	\$0		0% / N/A
0	SP	EDP	<u>EDP-SP-SR-2006.002</u>	EASTERN PORT BOULEVARD EXTENSION	PB AMERICAS, INC	N/A	\$0		0% / N/A
0	SP	EDP	<u>EDP-SP-SR-2008-008</u>	SEABOARD MARINE CARGO YARD PAVING & DRAINAGE REPAIRS	PB AMERICAS, INC	N/A	\$0		0% / N/A
0	WS	EDP	<u>EDP-WS-S-41</u>	V/E FOR HLD FACILITIES AT SDWWTP CONTRACT S-811	PB AMERICAS, INC	N/A	\$0		0% / N/A
0	WS	EDP	<u>EDP-WS-S-42</u>	V/E FOR HLD FACILITIES AT SDWWTP CONTRACT S-813	PB AMERICAS, INC	N/A	\$0		0% / N/A
30	MT	PSA	<u>TR04-PTP1</u>	Program Management Consulting	PB Americas, Inc.	5/30/2012	\$44,000,000	4/23/2008	40% / On Schedule
Totals:						9	\$46,750,000		

* Contracts with Green Name are PSA Agreements
 Yellow Status=Inactive Contract

Contracts Status View

Exit

Projects

Goto Top

Exit



Capital Improvements Information System

Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
MT	<u>TR04-PTP1</u>	PSA	<u>Parsons Brinckerhoff Quade & Douglas, Inc.</u>	4/1/2008	Jesus Valderrama	Interim	<u>3.0</u>
MT	<u>TA00-TPS-7</u>	PSA	<u>Parsons Brinckerhoff Quade & Douglas, Inc.</u>	4/1/2008	Jesus Valderrama	Project conclusion or closeout	<u>3.9</u>
WS	<u>EDP-WS-S-41</u>	EDP	<u>Parsons Brinckerhoff Quade & Douglas, Inc.</u>	1/29/2007	James Ferguson	Completion of study or design	<u>3.8</u>
WS	<u>EDP-WS-S-42</u>	EDP	<u>Parsons Brinckerhoff Quade & Douglas, Inc.</u>	1/29/2007	James Ferguson	Completion of study or design	<u>3.8</u>
WS	<u>EDP-WS-S-42</u>	EDP	<u>PB Americas, Inc.</u>	1/29/2007	James Ferguson	Completion of study or design	<u>3.8</u>
WS	<u>EDP-WS-S-41</u>	EDP	<u>PB Americas, Inc.</u>	1/29/2007	James Ferguson	Completion of study or design	<u>3.8</u>
MT	<u>TA00-TPS-7</u>	PSA	<u>PB Americas, Inc.</u>	4/1/2008	Jesus Valderrama	Project conclusion or closeout	<u>3.9</u>
MT	<u>TR04-PTP1</u>	PSA	<u>PB Americas, Inc.</u>	4/1/2008	Jesus Valderrama	Interim	<u>3.0</u>

Evaluation Count: 8 Contractors: 1 Average Evaluation: 3.6

Exit

FIRST SUPPLEMENTAL AGREEMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND PB AMERICAS, INC. (F/K/A) PARSONS
BRINCKERHOFF QUADE & DOUGLAS, INC.

This First Supplemental Agreement is made and entered into as of the ____ day of _____, 2008 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the COUNTY, and PB Americas, Inc. (f/k/a Parsons Brinckerhoff Quade & Douglas, Inc.), hereinafter referred to as the CONSULTANT.

WITNESSETH

WHEREAS, the Board of County Commissioners on May 31, 2005 entered into a Professional Services Agreement with Parsons Brinckerhoff Quade & Douglas, Inc. to perform Program Management Consulting Services for the Implementation of the People's Transportation Plan, hereinafter referred to as the "PROJECT".

WHEREAS, the parties wish to make certain revisions to the agreement as provided below.

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

SECTION II. PROFESSIONAL SERVICES

Revise Subsection F, third paragraph on page 17 by replacing the third sentence and appending a fourth sentence to read as follows:

The COUNTY has the right to have any CONSULTANT employee removed from the work, at the COUNTY'S sole discretion.

Revise the first paragraph on page 18 by adding a second sentence as follows:

MDT maintains the list of CONSULTANT personnel authorized by the COR to work on this contract.

Append a new second paragraph on page 18 with the following:

At the request of MDT, the CONSULTANT must submit certified payroll records for its firm and all Subconsultants within the reasonable time allotted in the request.

SECTION IV – COMPENSATION

Revise Subsection A on page 19 with the following:

The hourly rate for CONSULTANT and Subconsultants shall be \$136.60 for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated overhead, profit and/or multiplier. Yearly rate increases for principals shall be at a maximum of 3% and subject to approval by the COR, which approval shall not be unreasonably withheld.

Delete the table under Section B1 on page 19 showing principals and hourly rates.

Revise the table under Subsection B1 on page 20, with the following:

FIRM	OFFICE			FIELD		
	O.H.	PROFIT	MULTI	O.H.	PROFIT	MULTI
Acumen	171.30%	10%	2.98	—	—	—
AECom Consult, Inc.	173.71%	10%	3.01	—	—	—
The Allen Group, LLC	143.61%	10%	2.68	128.92%	10%	2.52
Bugdall Group*	—	—	—	—	—	—
Cardozo Engineering, Inc.	148.00%	10%	2.73	122.00%	10%	2.44
Carmen Morris & Associates, Inc.	270.00%	10%	4.07	230.00%	10%	3.63
Construction Engineering Consultants	170.72%	10%	2.98	—	—	—
Dickey Consulting Services	144.00%	10%	2.68	134.00%	10%	2.57
DMJM + Harris, Inc.	141.88%	10%	2.66	111.48%	10%	2.33
Dovetail	77.32%	10%	1.95	—	—	—
EAC Consulting, Inc.	152.13%	10%	2.77	117.15%	10%	2.39
nMomentum	148.70%	10%	2.74	—	—	—
PB Americas, Inc. (f/k/a Parsons)	156.22%	10%	2.82	112.07%	10%	2.33

FIRM	OFFICE			FIELD		
Brinckerhoff Quade & Douglas)						
Phillips Consulting Group, Inc.	166.00%	10%	2.93	157.30%	10%	2.83
Post, Buckley, Schuh & Jernigan, Inc.	162.41%	10%	2.87	123.61%	10%	2.46
PB Consult*	—	—	—	—	—	—
Spillis, Candela & Partners, Inc.	135.00%	10%	2.59	—	—	—
Triangle Associates, Inc.	134.23%	10%	2.58	93.22%	10%	2.13
Transit Safety*	—		—	—	—	—

*Firms include principals only and are not subject to the negotiated overhead, profit and/or multiplier, or are calculated in accordance with Section IV, B7.

Append the third sentence and revise the fourth sentence in the first paragraph under Subsection B1 on page 21 with the following:

The COR requires the CONSULTANT to submit recent independent uncontested overhead audits or an approval letter from the Florida Department of Transportation (FDOT) (a/k/a the Lorraine Odom Letter). Overhead rates shall be reviewed and new rates approved by the County no more than once every 12 months.

Revise first paragraph under Subsection B2 on page 21 with the following:

2. The maximum direct hourly rate excluding overhead, profit and/or multiplier, allowed under this contract, shall not exceed \$93.78 unless authorized by the COR in writing. The maximum hourly rate for the CONSULTANT'S project manager excluding overhead, profit and/or multiplier, shall not exceed \$104.20 an hour unless authorized by the COR in writing. The maximum direct hourly rate and the maximum hourly rate for the CONSULTANT'S Project Manager will be adjusted at most every 12 months, based on the provisions included under 2a and b in the contract (whichever is less).

Delete the Technical Specialty Support Staff Table under Subsection B3 on page 22.

Replace Subsection B5 on page 22 with the following:

5. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part of Attachment "F" shall be consistent with prevailing local wage rates paid for similar work to similar employees classifications and are subject to approval by the COR prior to starting work. Yearly wage rate increases for these employees

shall be no higher than raises given for other similar employees in the firm and subject to approval by the COR, which approval shall not be unreasonably withheld. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances. This provision is not meant to limit the hourly rate at which the CONSULTANT pays its employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the Consultant. In no way will an employee's rate exceed the maximum amount stipulated in the contract, without written approval by the COR.

Revise first paragraph of Subsection B6 on page 23 with the following:

6. Time and Material – For time and material method of payment, the fee for Professional Services rendered by the CONSULTANT'S personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times the negotiated multipliers.

Delete the table included under the first paragraph of Subsection B6 on page 23.

Revise the second paragraph of Subsection B6 on page 23 with the following:

The COUNTY has the right to request the CONSULTANT and Subconsultants to submit recent certified independent audits or submittal of the FDOT approval letter (A/K/A the Lorraine Odom Letter) to set the multipliers. Once approved, and until a revision is approved by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

Append Section B7 on page 23 with the following:

7. Billing Rates – The fees for Professional Services rendered by Subconsultant personnel, principals excluded, shall be computed in accordance with FAR Part 16.601 , based on negotiated fixed hourly (billing) rates times the number of hours said personel were engaged directly in working on the project.

The COUNTY has the right to review and approve the basis for the proposed fixed hourly rates. These billing rates, once negotiated, shall constitute full compensation to the Subconsultant for cost incurred in the performance of the work such as overhead, fringe benefits, profits and all other costs not covered by reimbursable expenses. In negotiating the fixed hourly rates, the COUNTY shall consider the commercial pricing considerations provided in FAR Part 12, as well as the pricing policy considerations provided in FAR Part 15.402 so as not to place undue cost or pricing data burdens on small subconsultants. This should only be used when a company does not have an existing certified independent audit or a FDOT approval letter to set the multipliers.

Revise the second paragraph, first sentence, of Subsection D on page 23 with the following:

Expenses for office supplies, document reproduction and equipment rental, and any purchases necessary for the efficient performance of the work, provided that such equipment remains the property of the COUNTY upon work completion.

Append the last sentence of the first paragraph of Subsection D on page 24 (paragraph begins on page 23) with the following:

Relocation rates shall be based on the rates included under Miami-Dade Administrative Order 7-17.

Replace the fourth paragraph on page 24 with the following:

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of Miami-Dade County Administrative Orders 6-1 and 6-3 and Chapters 112.061, 125.0104, 159.47 of the Florida Statutes, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COR for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain and submit certified copies of accurate mileage records, along with an invoice, in lieu of mileage logs, distances calculated using the Internet MapQuest service may be submitted .

Delete the Surveying Services table under Subsection F1 on page:

25

F. SURVEYING SERVICES

Replace Subsection F1 on page 24 with the following:

1. The CONSULTANT shall be compensated for general land and engineering surveying and/or aerial photogrammetric based on negotiated rates established in the most recent contract with the Miami-Dade Public Works Department.

Delete the Surveying Services table, which appears under Subsection F1 on page 24.

Delete the table's footnote, which reads, " NOTE: No separate additional payment shall be authorized for the use of CADD workstations (computers)".

Delete the second sentence included in Subsection F2 on page 25.

Delete Subsection F3 on page 25.

G. MAXIMUM COMPENSATION

Revise Subsection G on page 25 with the following:

The total maximum compensation shall not exceed \$65,000,000 (sixty-five million). This figure is a not-to-exceed ceiling with any unspent portion remaining with the COUNTY.

SECTION V - METHOD OF PAYMENT

Revise the first paragraph of this section on page 26 with the following:

The county agrees to make periodic payments to the CONSULTANT based on properly submitted invoices from the CONSULTANT. Payments will not be made more often than once every thirty (30) days per work order. The CONSULTANT shall submit duly certified invoices to the COR in a form acceptable to the COUNTY, including an Adobe PDF electronic format. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The invoiced amount submitted shall be comprised of the amounts due for services performed including labor and/or reimbursable expenses incurred in connection with authorized work, less previous payments. Failure to submit an invoice within 365 days after work is performed may be grounds for non-payment.

Add Subsection E on page 27 with the following:

E. BILLING RATES

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections IV-A, IV-B.6, IV-D and IV-F.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Revise the first paragraph of Section VIII on page 29 with the following:

All reports, tracings, plans, specifications, maps, contract documents, and/or any other data, originals and electronic copies, developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. The CONSULTANT shall deliver all original and electronic documents and records to the COUNTY at the completion of the contract or as directed by the COUNTY. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR. Furnished documents used for a purpose other than that its intended purpose shall be at the COUNTY's sole risk.

SECTION X – OFFICIAL NOTICES

Replace the third paragraph under this section on page 29 with the following:

COR: Albert A. Hernandez, P.E., Deputy Director
Engineering, Planning and Development, Miami-Dade Transit
Address: 701 N.W. 1st Court, Miami, Florida 33136
Telephone: 786-469-5447
E-mail: aah@miamidade.gov

Replace the second paragraph under this section on page 30 with the following:

Project Manager: Adeoye (Soji) Tinubu, P.E.
Address: 7300 Corporate Center Drive, Ste. 600
Miami, Florida 33126
Telephone: 305-261-4785
E-mail: tinubu@pbworld.com

SECTION XI - AUDIT RIGHTS

Replace the first paragraph under this section on page 30 with the following:

The CONSULTANT hereby agrees that the COUNTY may perform audits at the County's discretion of the CONSULTANT'S certified payroll records, books of account and records related to the contract..

SECTION XII - SUBCONTRACTING

Revise the first paragraph under this section on page 31 with the following:

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the COR.

Revise third paragraph under this section on page 31 with the following:

The CONSULTANT shall cause the names of Subconsultants responsible for portions of the Services to be inserted on the plans and specifications, subject to the approval of the COR. The CONSULTANT may, if they so desire and if approved by the COR, employ Special Professional Consultants to assist in performing specialized portions of the work, and is permissible only when there is no firm on the CONSULTANT team that is able and available to perform the specialized work and if this addition benefits the project delivery. The work to be performed by the Special Professional Consultant shall be specialized in nature and unforeseeable at the time the team was selected. Payment of such Special Professional Consultants shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the work included in the Work Order.

Delete the fourth paragraph under this section on page 31.

Append the last paragraph under this section on page 32 with the following:

All replacements or additions of team Subconsultants must be requested in writing and approved by the COR. The CONSULTANT shall ensure that all requirements as stipulated below are included in the approval package:

- Name of Firm and Address
- Name of Owners, Principals and PMC Team
- Primary areas of expertise
- Overhead rate and multiplier (refer to Section IV)
- Thorough justification of why the firm is needed and how the firm was selected

- Tasks the Subconsultant will be working on as per the contract scope of services
- Assurances from the Consultant that the Subconsultant has been informed and shall comply with all the terms of the contract
- Resumes of proposed key personnel
- Proposed hourly rate for principals if applicable
- Copy of Miami-Dade County's Technical Certification Letter
- Copy of Miami-Dade County's Disadvantaged Business Enterprise (DBE) Certification Letter; if applicable;
- DBE approval from MDT's Office of Civil Rights (if applicable)
- Copy of Miami-Dade County's Affirmative Action Plan Approval Letter (if applicable)
- Copy of Miami-Dade County's Vendor Registration.

Failure to obtain COR approval of a Subconsultant prior to commencement of services may be grounds for non-payment of any services performed prior to approval.

OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged.

IN WITNESS THEREOF the parties hereto have executed this Contract Supplemental Agreement on the date and year first above written. _____ day of _____, 20____.

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____

By: _____

County Manager

Witnesseth:

PB AMERICAS, INC. (f/k/a PARSONS
BRINCKERHOFF QUADE &
DOUGLAS, INC.).

By 

G. Dewey Martin, III

Senior Vice President

(Signature of President or other
Authorized representative and
capacity)

Approved as to Form and Legal Sufficiency:



Assistant County Attorney