MEMORANDUM

MIAMI-DADE COUNTY

Date: October 7, 2008

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

Agenda Item No. 8(J)(1)(C)

From: George M. Burgess
County Manager

Subject: Second Amendment to a Professional Service Agreement to Provide Engineering Construction Management Services - Project No: TR05-EHT-PE (PTP); Contract No: TR05-EHT-PE, to URS Corporation Southern

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RECOMMENDATION

The attached Second Amendment to the Non-Exclusive Professional Services Agreement (PSA) between URS Corporation Southern (URS) and Miami-Dade County (County) has been prepared by Miami-Dade Transit (MDT) and is recommended for approval. Proceeds from the Charter County Transit System Sales Surtax (Surtax) will be used to fund this project, therefore, approval by the Board of County Commissioners (Board) and Citizens' Independent Transportation Trust (CITT) is required.

AMENDMENT NUMBER: 2

SCOPE

PROJECT NAME: MIC/Earlington Heights Connector Engineering Services

PROJECT NO: TR05-EHT-PE (PTP)

CONTRACT NO: TR05-EHT-PE

PROJECT DESCRIPTION: PSA to perform facilities and systems Final Design services for the MIC/Earlington Heights Connector project. The final design must be acceptable to the community, constructed within the established budget and implemented within the schedule established by the County. This contract will include the following options: Construction, engineering and inspection services (CE&I) and Design services during construction. The implementation of these options will require Board approval of supplemental agreements to this contract.

PROJECT LOCATION: The proposed connector between the MIC and the Earlington Heights Metrorail Station, the MIC/Earlington Heights Connector, consists of an extension to the existing Metrorail (elevated, heavy rail) line of approximately 2.6 miles. The proposed alignment branches from the existing Earlington Heights Metrorail Station westbound over NW 27th Avenue, parallels SR 112 and begins a southward path just west of NW 37th Avenue. The alignment crosses the Miami River just down stream from the existing South Florida

Rail Corridor (SFRC) Bridge, continuing southbound and making a westbound path just north of the MIC, terminating with an elevated passenger station north of the MIC's Rental Car Facility and a tail track west of the station. (The tail track is a section of track that is commonly used to store rail vehicles at the end of the line for the purposes of having rail cars available for morning service and to temporarily store cars that need service or experience malfunctions during the course of the day.)

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT E04-MDT-02, PTP

USING DEPARTMENT: Miami-Dade Transit

MANAGING Miami-Dade Transit

FISCAL IMPACT / FUNDING SOURCE

AMENDMENT FUNDING SOURCE: Peoples Transportation Plan (PTP) revenues, including but not limited to the Charter County Transit System Surtax, financing proceeds as listed in Ordinance No. 02-116, provision for implementation of the PTP. This contract, like all PTP contracts, will not be awarded without oversight of CITT. Florida Department of Transportation (FDOT) funds.

PTP FUNDING: Yes

GOB FUNDING: No

AMENDMENT DESCRIPTION: As stipulated in the original PSA, the County may exercise the option to retain the Consultant (URS) to provide Post Design Services during the construction of the Orange Line Phase I - Miami Intermodal Center - Earlington Heights Connector Project (hereinafter referred to as "Project"). Post Design Services include the preparation of the construction conformed documents for the selected contractor to perform soil boring tests that could not be performed during the final design process due to the unavailability of right-of-way access. MDT had not acquired some of the parcels during the final design, but is currently finalizing negotiations for parcel acquisition. Additional services include civil, building, guideway and design oversight of the systems design to

MONETARY JUSTIFICATION: The following are the brief descriptions of the major tasks included in this amendment:

1. Perform soil boring tests that could not be done due to access restriction to the right-of-way ($100,000): There are 23 soil boring and 2 rock coring tests to be performed once the right of way is available and some demolitions are completed. The soil boring tests included in this amendment differs from the soil compaction tests included in the proposed CE&I Contract.

2. Post Design Services ($8,409,247): This work can be divided in two major categories:

2A. Post design services for civil, building, and guideway components (excluding Systems components) ($7,737,247): The major tasks are:

2-A-a) Request for Information (RFI): The consultant will review and prepare responses to all design related RFIs received from the contractors.

2-A-b) Shop drawing / submittal: The consultant will review, comment and approve of all shop drawings that are prepared by contractor for construction.

2-A-c) Changed condition: The consultant will be responsible to perform needed design services as a result of RFI, unforeseen field conditions, and field modifications.

2-A-d) As-builts/record drawings: The consultant will provide contractor with a conformed set of bid documents in editable electronic format prior to the start of construction. This conformed set will incorporate information that was issued to the bidders.

2-A-e) Other Tasks: The consultant will attend construction progress meetings and perform job site visits.

2-B. Post design services for Systems components ($672,000): The systems component is a design built contract and consists of traction power, train control and communications. The contractor will prepare a number of documents for review and acceptance by the County. The consultant's responsibility with respect to these documents is:

2-B-a) Design drawings and shop drawings: The contractor will perform the systems design and prepare shop drawings for the project. The consultant will perform technical review of this document to ensure conformance with the performance requirements of the contract.

2-B-b) Operating system safety program: The consultant will review the safety program plan and monitor safety program for the contractor's design, test procedure, factory test and inspection execution, and Operation and Maintenance (O&M) manuals activities.

2-B-c) System Quality Assurance Program plan: The consultant will review and approve the System quality assurance program and will perform audits of system contractor's quality assurance & quality control for the contractor's design, test procedure, factory test and inspection execution, and O&M manuals activities.

2-B-d) Design/Construction Interface Document (DCID): The consultant will review the DCID to ensure, that contractor has integrated its detailed system design and installation with the other fixed facility design documents, with the performance requirements of the contract.

2-B-e) Test procedure oversight: The consultant will review qualification and inspection test procedures, acceptance test procedures and system demonstration procedures.

3. Contingency ($850,925): A 10% contingency is added to the estimated fee for unforeseen changes..

TIME JUSTIFICATION: Given the construction project's anticipated completion date of February 2012, a time extension of 346 calendar days is requested in Amendment No. 2. Post Design Services will be required throughout the construction and construction close-out of the Project.

	Original Contract Values	Previous Adjustments To Values	This Amendment Values	Current Totals	Total Paid	Balance After Amendment
BASE:	$16,299,994.00	$4,685,083.00	$8,509,247.00	$29,494,324.00	$20,290,596.50	$9,203,727.50
CONTINGENCY:	$1,630,000.00	($1,130,000.00)	$850,925.00	$1,350,925.00	$0.00	$1,350,925.00
DEDICATED:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTALS:	$17,929,994.00	$3,555,083.00	$9,360,172.00	$30,845,249.00	$20,290,596.50	$10,554,652.50

	Original Contract Duration	Previous Adjustments To Duration	This Amendment Duration	Current Totals
BASE DURATION:	1080	1460	346	2886
CONTINGENCY:	0	0	0	0
TOTAL DURATION:	1080	1460	346	2886

INITIATING FACTOR(S) FOR AMENDMENT

Reason	Cost	Duration
County Requested Change	$9,360,172.00	346
Total:	$9,360,172.00	

TRACK RECORD / MONITOR

PERFORMANCE RECORD:	There are a total of ten (10) performance evaluations in the CIIS database reflecting an average rating of 3.4 out of a possible 4 points. This represents an above satisfactory performance rating.
PRIME CONSULTANT:	URS Corporation Southern
COMPANY PRINCIPAL:	Carlos Garcia, P.E.
COMPANY QUALIFIERS:	Carlos Garcia, P.E.
COMPANY EMAIL	carlos.garcia@urscorp.com
COMPANY STREET	7650 Corporate Center Drive, Suite 400
COMPANY CITY-STATE-	Miami, FL 33126
YEARS IN BUSINESS AT	104
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD:	According to the Firm History Report provided by the Department of Small Business Development, the contractor has received 9 contracts valued at $45,826,990 plus change orders approved by the BCC of $500,000.
SUBCONSULTANTS:	Lea & Elliott, Inc. BND Engineers, Inc. Perez & Perez Architects Planners, Inc. Gladys Kidd & Associates, Inc. Aerial Cartographics of America, Inc. Curtis & Rogers Design Studio, Inc. Manuel G. Vera and Associates, Inc. Adrian Gonzalez & Associates, P.A. A & P Consulting Transportation Engineers Corp. SDM Consulting Transportation Engineers Corp. HR Engineering Services, Inc. Brindley Pieters and Associates, Inc. Donnell, Du Quesne & Albaisa, P.A. Earth Tech Consulting Russell Corrosion Consulting

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	ACHIEVED
DBE	20.00%	$3,585,998.80	$4,779,735.11

CONTRACT MANAGER	Surinder Sahota	(786) 469-5265	sahota@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Ahmed Rasheed (786) 469-5263 arashd@miamidade.gov

BACKGROUND

The original PSA, which was approved by the Board of County Commissioners (Board) on March 3, 2005, was to perform facilities and systems Final Design services for the Project. This contract also has two options, CE&I services and Design services during construction, which require Board approval of supplemental agreements to the original contract. The initial PSA was approved by the Citizens' Independent Transportation Trust (CITT) on March 30, 2005 and executed April 5, 2005.

The First Amendment to the original PSA was approved by the Board on September 4, 2007, through Resolution 975-07. The Citizens' Independent Transportation Trust (CITT) subsequently approved the PSA on September 26, 2007. As stipulated in the First Amendment, the Locally Preferred Alternative (LPA) for the Project, approved by the Metropolitan Planning Organization (MPO), revised the Project's location on March 26, 2006, as follows:

The proposed connector between the Miami Intermodal Center (MIC) and the existing Earlington Heights (EHT) Metrorail Station, the MIC/EHT Connector, consists of an extension to the Metrorail (elevated, heavy rail) line of approximately 2.4 miles. The proposed alignment branches from the existing Earlington Heights Metrorail Station westbound over NW 27th Avenue, parallels SR 112 and begins a southward path just west of NW 37th Avenue. The alignment crosses the Miami River just east of the existing SFRC Bridge, continuing southbound and terminating at the MIC, with an elevated passenger station east of the MIC's Rental Car Facility and a tail track south of the station.

The First Amendment also increased the scope of work to include the following categories: changes due to the relocation of the Project; implementation of new design criteria and value added tasks; studying direct access to the airport; and additional project management services required for these categories.

URS has successfully completed final design services for the Project and is currently assisting MDT with the bid and award process of the Project.

This Amendment is being prepared to exercise the County's option to retain the Consultant (URS) to provide Post Design Services during the construction and construction close-out of the Project. URS will support MDT and its selected Construction, Engineering and Inspection (CE&I) consultant with their management oversight during the construction of the Project by the Construction Contractor.

The CE&I Contract, being considered by the Board on September 2, 2008, does not include tasks being outlined in this amendment's scope.

The second Amendment will cover Post Design Services including: the preparation of the construction conformed documents for the selected contractor to perform soil boring tests that could not be performed due to the unavailability of right-of-way access. The soil boring testing must be accomplished prior to construction and is an essential task of the Project. Additional services included are post design services for the civil, building, and guideway; and oversight of the design of the systems design to be performed by the selected contractor during construction of the Project.

The Project's anticipated completion date is February 2012.

BUDGET APPROVAL FUNDS AVAILABLE:	**OSBM DIRECTOR**	9-3-08 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	Bruce Libhaber **COUNTY ATTORNEY**	9/3/08 **DATE**
CAPITAL IMPROVEMENTS CONCURRENCE:	John Martin **OCI DIRECTOR**	9-4-08 **DATE**
	ASSISTANT COUNTY MANAGER	9-3-08 **DATE**

CLERK DATE _____

DATE

MEMORANDUM

(Revised)

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

DATE: October 7, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(C)

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
Veto _____
Override _____

Agenda Item No. 8(J)(1)(C)
10-7-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND URS CORPORATION SOUTHERN (URS) FOR POST DESIGN SERVICES FOR THE METRORAIL ORANGE LINE PHASE I – MIAMI INTERMODAL CENTER (MIC)/EARLINGTON HEIGHTS CONNECTOR PROJECT IN THE AMOUNT OF $9,360,172 AND A CONTRACT TIME EXTENSION OF 346 CALENDAR DAYS

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 execution of Amendment No. 2 to the Professional Services Agreement between Miami-Dade County and URS Corporation Southern for Post Design Services for the Metrorail Orange Line Phase I – Miami Intermodal Center (MIC)/Earlington Heights Connector Project in the amount of $9,360,172 and a contract time extension of 346 calendar days in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor, or County Mayor's 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 7th day of October, 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 re-affirms 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

Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2008

To: Harpal S. Kapoor, Director
Miami-Dade Transit

From: Penelope Townsley, Director
Department of Small Business Development

Subject: Project No. E04-MDT-02 (TR05-EHT-PE) MIC/Earlington Heights Connector
Enginneering Services - Amendment No. 2

The Department of Small Business Development (SBD) has reviewed the subject Amendment No. 2. This agreement was awarded with a Disadvantaged Business Enterprise (DBE) goal. DBE measures are monitored directly by the managing department; as such, SBD has no compliance information for measures.

There are no compliance issues recorded with the prime, URS Corporation Southern or its subconsultants.

c: Alice Hidalgo-Gato, CRC Division Director, SBD
Betty Alexander, BPD Division Director, SBD

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DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 04/05/2000 **To:** 04/05/2005

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME	AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E98-DERM-01	8	DE	NO MEASURE	07/06/2000	$4,285,000.00	$1,049,240.44	04/15/2003	$0.00		* AMERICAN WATER SERVICES RESIDUALS MANAGEMENT, INC. - $206,134.09 * BARNEBY SUTCLIFFE - $37,340.60 * BISCAYNE ENGINEERING COMPANY, INC. - $0.00 * BUREAU VERITAS NORTH AMERICA, INC. - $750.00 * CHEM DRILL, INC. - $630.00 * CHEROKEE ENTERPRISES, INC. - $5,984.85 * CLIFF BERRY, INC. - $0.00 * CM2 DRILLING, INC - $0.00 * CONDO ELECTRIC MOTOR REPAIR, CORP. - $1,658.50 * E.R. BROWNELL & ASSOCIATES, INC. - $0.00 * EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. - $5,324.00 * EARTH TECH CONSULTING, INC. - $0.00 * ENGINEERED ENVIRONMENTAL SOLUTIONS, INC. - $7,464.02 * FLORIDA SPECTRUM ENVIRONMENTAL SERVICES, INC. - $0.00 * KSA ENVIRONMENTAL LABORATORY, INC. - $0.00 * PROSONIC CORPORATION - $0.00 * QUALITY CHEMICAL CO - $87,450.65 * SEVERN TRENT LABORATORIES, INC. - $7,056.00 * SHAW ENVIRONMENTAL, INC. - $8,394.30 * SOUTH FLORIDA WATER CONSULTANTS - $20,247.08 * TECHNOS, INC. - $0.00 * THERM TECH - $3,450.00 * U.S. FILTER WASTEWATER GROUP, INC. - $0.00
GROUNDWATER, SURFACE WATER & SOIL CONTAMINATION CLEANUP SVCS. FOR MDC FACILITIES (RESUB. 2/4/99 & 2/19/99) (6 AGREES. @ $10 MILLION EA.) (SIC 871)										
					$4,285,000.00					

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 04/05/2000 **To:** 04/05/2005

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME	AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E01-DERM-01 ENVIRONMENTAL ENGINEERING CONSULTANTS FOR PLANNING	5	DE	NO MEASURE	11/02/2001	$1,500,000.00 $1,500,000.00	$361,035.45	08/10/2006	$0.00		* EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. - $0.00 * H.J. ROSS ASSOCIATES, INC. - $13,000.00
* E01-DERM-03-EP ENGINEERING MANAGEMENT - MASTER CONSULTANT (6 AGREEMENTS AT $4,000,000 EACH) (Resub. 10/4/01)	5	DE	GOAL CBE 20%	11/03/2001	$4,000,000.00	$2,195,556.72	08/23/2005	$0.00	02/19/2003	* CHEROKEE ENTERPRISES, INC. - $606,449.43
Change Order # 1 JUL-22-04					$500,000.00 $4,500,000.00					
E02-MDAD-02,E SUPPLEMENTAL SERVICES FOR MIA NEW NORTHSIDE RUNWAY	1	AV	GOAL DBE 10%	10/28/2002	$1,316,250.00 $1,316,250.00	$1,562,665.70		$0.00		* H.J. ROSS ASSOCIATES, INC. - $686,793.30 * NIFAH AND PARTNERS CONSULTING ENGINEERS, INC. - $84,000.00 * SAN MARTIN ASSOCIATES, INC. - $21,147.00
* MIA-703A2 BAGGAGE HANDLING SYSTEM CONSULTANT	1	AV-AA	NO MEASURE	09/01/2003	$4,515,746.00 $4,515,746.00	$483,074.78	05/31/2005	$0.00		* SAN MARTIN ASSOCIATES, INC. - $47,598.34
* E03-PW-05 SOILS, FOUNDATIONS AND MATERIALS TESTING SERVICES (SIC 871)	24	PW	NO MEASURE	07/16/2004	$780,000.00 $780,000.00	$0.00	07/19/2006	$0.00		

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 04/05/2000 **To:** 04/05/2005

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME	AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
A04-PAC-01	1	PC	NO MEASURE	12/23/2004	$4,000,000.00	$127,820.54	04/30/2006	$0.00		* CMTS FLORIDA, LLC - $0.00
CONSTRUCTION CONSULTANT SERVICES FOR THE PERFORMING ARTS CENTER (SIC 871)										* HOWE ENGINEERS - $0.00
										* LEAN PROJECT CONSULTING - $0.00
Change Order # 1 JUN-06-06					$500,000.00					* TARGET ENGINEERING GROUP, INC. - $0.00
					$4,500,000.00					* THE HALL GROUP, INC. - $0.00
										* VITAL MANAGEMENT SOLUTIONS, LLC - $0.00
E04-MDT-02,PTP (TR05-EHT-MIC/EARLINGTON HEIGHTS CONNECTOR PRELIMINARY ENGINEERING (PE) PTP (SIC 87)	1	MT	GOAL - DBE DBE 20%	03/03/2005	$17,929,994.00	$0.00	11/29/2006	$0.00		* A & P CONSULTING TRANSPORTATION ENGINEERS CORP. - $0.00
										* ADRIAN GONZALEZ & ASSOCIATES, P.A. - $0.00
										* BND ENGINEERS, INC. - $0.00
Change Order # 1 SEP-04-07		1460 days			$3,555,083.00					* BRINDLEY PIETERS AND ASSOCIATES, INC. - $0.00
Change Order # 2		346 days			$9,360,172.00					* CURTIS & ROGERS DESIGN STUDIO, INC. - $0.00
					$30,845,249.00					* DDA ENGINEERS, P.A. - $0.00
										* GLADYS KIDD & ASSOCIATES, INC. * - $0.00
										* HR ENGINEERING SERVICES, INC. - $0.00
										* MANUEL G. VERA & ASSOCIATES, INC. - $0.00
										* PEREZ & PEREZ ARCHITECTS PLANNERS, INC. - $0.00
										* SDM CONSULTING ENGINEERS, INC. - $0.00

Total Award Amount	**$38,326,990.00** + 7.5 mil. = 45,826,990
Total Change Orders Approved by BCC	**$500,000.00**
	$38,826,990.00
Total Change Orders Approved After Requested Date Range	**$4,055,083.00**
Total Change Orders Pending	**$9,360,172.00**
	$52,242,245.00

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

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DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY

Firm History Report

(excluding A&E)

From: 04/05/2000 **To:** 04/05/2005

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME	AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
* 629119	1	PW	NO MEASURE	11/03/2001	$7,500,000.00					
CANAL DREDGING CONTRACT NO 10 (SIC 16)										
					$7,500,000.00					

Total Award Amount	**$7,500,000.00**
Total Change Orders Approved by BCC	**$0**
	$7,500,000.00
Total Change Orders Approved After Requested Date Range	**$0.00**
Total Change Orders Pending	**$0.00**
	$7,500,000.00

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Find Contracts With Search String ==> Projects

Goto Bottom

Exit

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 592087895

URS Corporation Southern

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	PW	PSA	20030207-24	Soils, Foundations and Materia	URS Corporation Southern	N/A	$780,000	6/10/2008	100% / Closed
13	PR	PSA	213001-05-003	Amelia Earhart Park, Phase II	URS Corporation Southern	12/26/2014	$1,001,000	1/10/2007	0% / On Schedule
12	PR	PSA	490601-05-003	Trail Glades Range	URS Corporation Southern	11/11/2012	$644,000	6/3/2008	0% / On Schedule
30	PR	PSA	999999-05-002-1	Park Trail Improvements	URS Corporation Southern	11/6/2015	$1,294,000	6/3/2008	0% / Not Started
30	DE	PSA	A04-DERM-01	Environmentally Endangered Lan	URS Corporation Southern	1/12/2008	$350,000	2/25/2005	0% / Not Started
3	PF	PSA	A04-PAC-01	Construction Management Servic	URS Corporation Southern	N/A	$4,500,000		0% / N/A
0	DE	PSA	E01-DERM-01-5	Environmental Engineering Cons	URS Corporation Southern	11/2/2003	$1,500,000	3/9/2005	100% / Complete
0	DE	PSA	E01-DERM-03, EP-5	Consultants for Engineering Ma	URS Corporation Southern	12/16/2004	$4,500,000	6/7/2005	100% / Complete
6	AV	PSA	E02-MDAD-02,E	MIA New Northside Runway Suppl	URS Corporation Southern	N/A	$1,316,250		0% / N/A
30	DE	PSA	E04-DERM-01-URS	Environmental Cleanup, Complia	URS Corporation Southern	1/11/2009	$3,000,000		0% / N/A
5	SP	PSA	E04-SEA-02	Bond Engineering Services	URS Corporation Southern	3/6/2009	$2,000,000	8/15/2008	85% / On Schedule
30	CQ	PSA	E05-OCI-02, D-2	Consultant Services for Constr	URS Corporation Southern	N/A	$750,000		0% / N/A
6	WS	PSA	E06-WASD-11	Design of Upgrades to MDWASD's	URS Corporation Southern	2/9/2014	$8,000,000	5/5/2008	0% / On Schedule
0	FN	EDP	EDP-FN-SR-BP2	BALLPARK PROJECT	URS CORPORATION SOUTHERN	N/A	$0		0% / N/A
30	MT	PSA	TR05-EHT-PE	MIC/Earlington Heights Connect	URS Corporation Southern	3/13/2013	$29,494,324	5/21/2008	97% / On Schedule
					Totals:	15	$59,129,574		

* 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

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	12/29/2005	Keith Ng	Project conclusion or closeout	3.8
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	1/4/2006	Susel Ferrer	Project conclusion or closeout	4.0
DE	A04-DERM-01	PSA	URS Corporation Southern	1/9/2006	Christina Casado-Acorn	Interim	3.6
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	5/30/2006	Keith Ng	Project conclusion or closeout	3.3
MT	TR05-EHT-PE	PSA	URS Corporation Southern	6/20/2007	Ahmed Rasheed	Interim	3.9
DE	E01-DERM-01-5	PSA	URS Corporation Southern	8/24/2007	Keith Ng	None	3.0
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	12/31/2007	Julie Balogh	Interim	3.5
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/2/2008	Angela Padilla	Completion of construction	3.3
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/2/2008	Angela Padilla	Completion of construction	3.3
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	8/27/2008	Angela Padilla	Completion of study or design	3.3

Evaluation Count: 10 Contractors: 1 Average Evaluation: 3.5

Exit

SECOND SUPPLEMENTAL AGREEMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND URS SOUTHERN CORPORATION

This Second 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 URS Southern Corporation., (hereinafter referred to as the CONSULTANT).

WITNESSETH

WHEREAS, the Board of County Commissioners on March 3, 2005 entered into a Professional Services Agreement with URS Southern Corporation to perform the Final Design Services for the Orange Line Phase 1 — Miami Intermodal Center-Earlington Heights Metrorail Connector; and amended September 4, 2007; and

WHEREAS, the parties wish to make certain revisions in 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

A FINAL DESIGN SERVICES

Append Section II-A with the following:

This Second Supplemental Agreement is necessary to exercise the option in the contract to add Post Design Services and to extend the contract term to cover these services. In case of a conflict between the original contract, the First Supplemental Agreement and the Second Supplemental Agreement, the latest revision shall prevail.

B POST DESIGN SERVICES

Replace Section II B, first paragraph, with the following:

The COUNTY will retain the CONSULTANT to provide Post Design Services during construction to the extent and as approved by the COUNTY for the Orange Line Phase 1 — Miami Intermodal Center-Earlington Heights Metrorail Connector (Project). This work was negotiated and will be authorized through the issuance of a work order after the approval of a supplemental agreement.

Append Section II B, third paragraph, as follows:

The scope of additional work, which is further detailed herein in "Exhibit 1-B", is summarized and briefly outlined as follows:

Append Section II B, fourth paragraph, and paragraph, sections 1 and 2, as follows:

Post Design Services scope will include, but not be limited to: (1) preparation of the construction conformed documents for the selected contractor for the Project, (2) perform soil tests and related design analysis that could not be performed due to unavailability of right-of way, (3) post design services for the civil, building, and guideway and (4) design review services for the systems design to be performed by the selected contractor during construction of the Project.

<u>POST DESIGN SERVICES</u>

1. Perform Soil Tests

   Perform soil tests and related design analysis that could not be done due to right-of-way access restriction.

2. Post Design Services

   This work can be divided into two major categories:

   A. Post Design Services for Civil, Building, and Guideway Components (excluding System components)

      Consultant's responsibilities include:

      1. Request for Information (RFI) Responses

2. Shop Drawing / Submittal Reviews
3. Construction Assistance with Changed Conditions
4. Progress Meetings and Site Visits
5. Other Authorized Tasks.

B. Post Design Services for Systems Component

The systems component for the operating system consists of traction power, train control and communications and does not include trackwork. Consultant responsibilities include:

1. Design Drawings and Shop Drawings Review
2. Operating System Safety Program Review
3. System Quality Assurance Program Plan Review and Audits
4. Design / Construction Interface Document (DCID) Review
5. Test Procedure Oversight

SECTION III — TIME FOR COMPLETION

Replace the table in Section III with the following duration:

Final Design assistance with the Bid and Award for Contractor Selection	Completion by January 2009

Append a new table at the end of Section III with the following duration:

Post Design Services	Completion by February 2013

SECTION IV — COMPENSATION

Replace Section IV B-2, section title with the following:

B. BURDENED DIRECT LABOR (INCLUDING TIME & MATERIALS) (SEE ATTACHMENT E-2)

Replace Section IV B-2, with the following:

2. The maximum direct hourly rate, excluding overhead, allowed under this contract shall not exceed $66.00 unless authorized by the COR in writing. The maximum hourly rate for the CONSULTANT'S project manager excluding overhead, shall not exceed $94.50 an hour

unless authorized by the COR in writing. The regular hourly rate and project manager hourly rate shall remain in effect for performance of Post Design Services unless authorized by the COR in writing. The burdened direct labor charges shall constitute full compensation to the Consultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee. All references to Attachment "E-1" within the Agreement shall be replaced with Attachment "E-2".

Replace table and footnote under Section IV B-5 with the following:

FIRM	*OFFICE		
	O.H.	PROFIT	MULTI
URS Corporation Southern	129.15%	10%	2.5207
Lea & Elliott, Inc.	172.80%	10%	3.0008
BND Engineers, Inc.	183.50%	10%	3.1185
Perez &Perez Architects Planners, Inc.	215.98%	10%	3.4758
Gladys Kidd & Associates, Inc.	102.50%	10%	2.2275
Aerial Cartographics of America, Inc.	N/A	N/A	N/A
Curtis & Rogers Design Studio, Inc.	149.82%	10%	2.7480
Manuel G. Vera and Associates, Inc.	N/A	N/A	N/A
Adrian Gonzalez & Associates, P.A.	N/A	N/A	N/A
A & P Consulting Transportation Engineers	128.74%	10%	2.5161
SDM Consulting Engineers, Inc.	152.06%	10%	2.7727
HR Engineering Services, Inc.	N/A	N/A	N/A
Brindley Pieters and Associates, Inc.	151.23%	10%	2.7635
Donnell, Du Quesne & Albaisa, P.A.	133.21%	10%	2.5653
Earth Tech Consulting	147.20%	10%	2.7192
Russell Corrosion Consulting	138.84%	10%	2.6272

* These overhead rates and multipliers constitute full compensation to the CONSULTANT and shall remain in effect for performance of Post Design Services. Field overhead rates and multipliers, if required during Post-Design, will be established according to one of the acceptable approval methods stated herein under Section II B, first paragraph.

Remove Section IV G, first paragraph.

Revise Section IV G, second paragraph, with the following:

The maximum compensation for this contract services, including Final Design and Post Design services, and Allowance Account shall be $30,845,249.00.

Append Section IV G, new third paragraph, with the following:

The maximum compensation for Post Design services included in this Agreement included shall be $8,509,247, exclusive of the Allowance Accounts, and is summarized in

the attached compensation schedule titled Attachment "E-2", which is a part of this Agreement. Revisions to the allocations shown on the Attachment "E-2" are permissible, subject to the approval of the COR or designee as long as the contract ceiling is not exceeded. An Allowance Account in the amount of $850,925 has been established for the purpose of funding portions of the Post Design work which are unforeseeable at the time of execution of this Agreement, or for special work deemed desirable by the COUNTY. It is understood that any unspent portion of the contract ceiling, including the Allowance Account, is to remain with the COUNTY. The total maximum compensation for Post Design services including the Allowance Account shall not exceed $9,360,172.

SECTION V. METHOD OF PAYMENT

Revise the fourth sentence with the following:

The CONSULTANT shall submit duly certified invoices to the COR or designee in a form acceptable to the COUNTY, including one hard copy and one electronic copy in an Adobe PDF format.

Append the sixth sentence as follows:

Failure to submit an invoice within 365 days after work is performed shall be grounds for non-payment.

Under RETAINAGE, replace the fifth sentence with the following:

For Post Design Work, fifty percent of the retainage may be released, upon discretion of MDC to the CONSULTANT once the construction of the civil, building, and guideway components are completed by the selected contractor of the Project. The remaining fifty percent shall be released to the CONSULTANT at the time of work order closure.

SECTION X. OFFICIAL NOTICES

Revise the COR information with the following:

COR:	Albert Hernandez, Deputy Director
Address:	701 N.W. 1st Court, Miami, FL 33136
Telephone:	(786)-469-5447
E-Mail:	aah@miamidade.gov

SECTION XII. SUBCONTRACTING

A. SUBCONSULTANTS

Replace Section XII A, subsection 1, with the following:

1. Overhead rates are based on information provided by the Subconsultant during initial contract negotiations. The COUNTY requires the CONSULTANT, on behalf of any new Subconsultant requested by the CONSULTANT and approved by the COR, to submit certified independent audits or submittal of the FDOT approval letter (A/K/A the Lorraine Odom Letter) to set overhead rates for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses. Overhead rates for any new Subconsultant firms, if approved, shall remain in effect for the performance of the Post Design Services stated herein.

   The maximum direct hourly rate, excluding overhead, allowed under this contract shall not exceed $66.00 unless authorized by the COR in writing. The burdened direct labor charges shall constitute full compensation to the Subconsultants for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee. All references to Attachment "E-1" within the Agreement shall be replaced with Attachment "E-2".

Revise Section XII A, subsection 3 title, with the following:

PRINCIPALS (SEE ATTACHMENT "E-2")

SECTION XV. DURATION OF AGREEMENT

Extend the term of the Agreement from seven years to eight years and eight months and modify Section XV as follows:

This Agreement shall remain in full force and effect for a period of eight (8) years and eight (8) months 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 of eight years and eight months effective term shall be compensated in accordance to Section IV hereof.

OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 20% DBE goal.

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

(OFFICIAL SEAL)

DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____

BY: _____
County Manager

Witnesseth:

URS Southern Corporation

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

Approved as to Form and Legal Sufficiency:

Assistant County Attorney

MIC-EARLINGTON HEIGHTS CONNECTOR PROJECT
POST DESIGN SERVICES

EXHIBIT 1-B

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES DURING CONSTRUCTION

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ENGINEERING SERVICES DURING CONSTRUCTION
SCOPE OF SERVICES

1.0 PROJECT BACKGROUND / STATUS

The proposed MIC-Earlington Heights Connector project is approximately a 2.4-mile elevated heavy rail double track rail extension of the Miami-Dade Metrorail System. The extension will run from the Miami Intermodal Center (MIC) paralleling the South Florida Rail Corridor (SFRC), crossing over the Miami River/Canal, and then paralleling SR 112 Expressway to connect to the existing Earlington Heights Metrorail station. A new metrorail station will be included at the MIC core which connects to the other facilities.

The firm of URS Corporation Southern (URS) was contracted by Miami-Dade County (MDC) on April 5, 2005 to perform final design services for the MIC-Earlington Heights Connector Project including support during contract bid procurement. Under this Agreement, which is managed by Miami-Dade Transit (MDT), URS completed the final design documents and established the project budget and schedule. Miami-Dade Transit, under the provisions of the current Final Design Agreement with URS, has requested URS to prepare a proposal to provide additional engineering services during construction for the MIC-Earlington Heights Connector Project.

2.0 INTRODUCTION

This Scope of Services is to perform Post Design Services during construction for the MIC-Earlington Heights Connector Project, herein referred to as the "Project". Notice-to-Proceed to URS Corporation Southern (URS), herein referred to as the "Consultant", for Post Design Services during construction will be concurrent with the Notice-to-Proceed to the Construction Contractor. If there should be any delays with the issuance of Notice-to-Proceed of the Construction Contract, MDT may choose to grant the Consultant Notice-to-Proceed immediately following the completion of the Bid and Award cycle for the Final Design Contract, so that services may continue to be provided without interruption.

2.1 Role and Responsibility

Where MDT, MDT's authorized representative, or another consultant is so engaged to manage the facility construction, references herein to "Construction Engineering & Inspection (CE&I)" are references to the entity with such responsibility. The role of the Consultant during construction is to support MDT and its CE&I in their management oversight of the Contract as it is implemented by the Construction Contractor.

2.2 Flow of Information

The Consultant understands there is an established process for which correspondence will be routed for review and approval, as applicable. For the Consultant, such correspondence will include responding to Requests of Information (RFI), review and approval of shop drawings and

submittals, review of meeting minutes and any other correspondence requiring the review and approval of design related matters.

The diagram below represents the flow of information which will be followed by the Consultant.

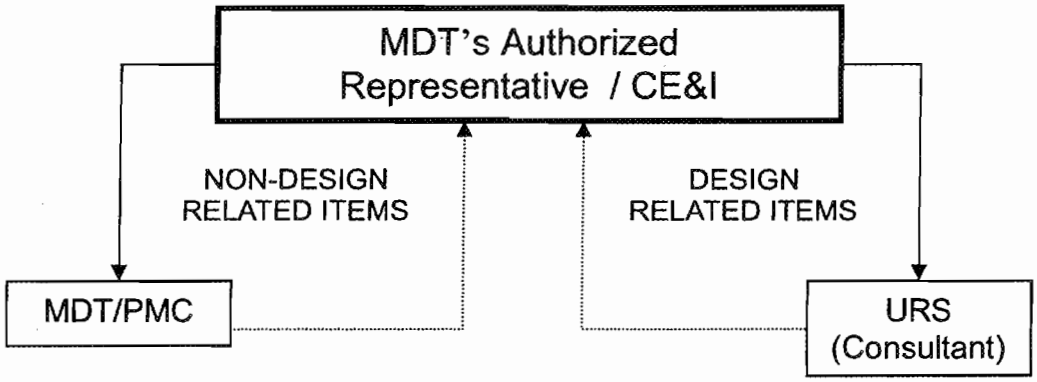

Figure 1: Information/Document Flow During Project Construction

2.3 Request for Additional Services Beyond Intended Scope

The Consultant will endeavor to work with MDT, subject to MDT approval, to utilize existing funds from this Supplemental Agreement to balance the scope from other tasks identified herein when the estimated work effort for particular tasks in this Scope of Services is exceeded. For additional services not noted or explicitly excluded herein, the Consultant shall first obtain written request for such services from MDT. No requests shall come from the CE&I Consultant, without prior approval from MDT.

2.4 Project Management

Project Management will include managing and coordinating all sub-consultants, client and third party interfaces as it relates to the contract documents, attendance at construction progress meetings, coordination meetings, and overseeing of project control elements for the URS team such as budget, schedule, and task assignments.

2.5 Staffing / Personnel

URS will retain the services of the following sub-consultants as the Engineer/Architect of Record for the facilities/areas of responsibility identified in Table 1 below:

Table 1: Firms and Areas of Responsibility

Firm	Area of Responsibility
URS Corporation Southern	Civil (guideway drainage, ponds), trackwork, guideway structural reviews and overall project management
Perez & Perez Architects Planners	architectural reviews
Donnell, DuQuesne & Albaisa	building structural reviews
SDM Consulting Engineers	mechanical, building electrical, plumbing, and fire protection reviews
A&P Consulting Transportation Engineers	Civil (M.O.T., Signing and Pavement Marking, Traffic controls, bus plaza roadway and drainage) and guideway electrical (power distribution system ancillary electrical infrastructure, corrosion and stray current mitigation, guideway lightning protection) reviews
Curtis + Rogers Design Studio	landscaping /hardscape reviews
BND Engineers	civil (roadway paving, fencing, pavement design) and utility reviews
HR Engineering Services	geotechnical exploration and reviews
Lea+Elliot	systems reviews
Brindley Pieters & Associates (BPA)	Quality Assurance

2.6 Fee Estimate

The total Fee Schedule along with a task summary based on the scope of work presented herein and its associated itemized fee estimate for each firm is included in Appendix A.

3.0 POST DESIGN SERVICES FOR CIVIL, BUILDING, AND GUIDEWAY COMPONENTS (EXCLUDING SYSTEMS COMPONENT)

Following the award of the Construction Contract, the Consultant shall provide Post Design Services as described below. Although the construction period is estimated at 36 months (approximately 30 months active phase of construction + 6 months start-up and testing), the Consultant shall provide Post Design Services for the active phase and start-up and testing phase of the Construction Contract duration, up to the limit of available funding. These basic services shall be performed by the Consultant as it relates to the construction of all civil, roadway, drainage, utility coordination, architectural, building structural, guideway structural, mechanical, electrical, plumbing, and fire protection facilities. Post Design Services specifically for the operating system component is covered under Section 4.0.

3.1 Requests for Information (RFI) Responses

The CE&I shall provide the Consultant with copies of all RFI's with responses as well as copies of the updated RFI log for reference purposes. Responses to RFI's shall be made within the specific duration as established in the *Contract Document #3, Division 01* specifications included in the Construction Contract Documents.

The Consultant will respond to design-related RFI's during construction pertaining to the design documents developed by the Consultant (as the Engineer of Record) upon it being forwarded by the CE&I. Upon receipt from the CE&I, the Consultant shall have a maximum of seven (7) calendar days to respond, assuming all the information needed to formulate the response has been received by the Consultant at the same time. All other RFI's, including, but not limited to, those pertaining to *Volume I: Contract Document #1, Non-Technical Specifications* and *Volume II: Contract Document #3, Division 01 Technical Specifications*, will be the responsibility of the CE&I and/or MDT/PMC. The Consultant can provide a review of the non-technical responses, upon request by MDT. Request to perform such reviews does not imply the Consultant will be the responsible party for the response provided. This review will also be performed in an expeditious manner. The Consultant will be available to discuss with MDT any conflicts to responses provided by the CE&I and the Consultant.

The Consultant has estimated responding to approximately 900 technical RFI's with an average review time of four (4) hours per RFI.

3.2 Shop Drawing / Submittal Reviews

The Contractor shall develop a schedule for all shop drawings/submittals anticipated for the Project. This schedule shall be reviewed by MDT, the CE&I and the Consultant for compliance with the Construction Contract Documents.

Upon receipt of each shop drawing/submittal from the CE&I, the Consultant will review the shop drawing/submittal for completeness. If the shop drawing/submittal is found to be incomplete, then it will be noted as "rejected" and returned to the CE&I. If it is found to be complete, the

Consultant shall manage its shop drawing/submittal review process and provide the requested reviews. The Consultant shall be given an opportunity to review the overall *Baseline Construction Schedule* as established in *Section 01 32 16 Construction Schedule* of the Construction Contract Documents, and shall be given an opportunity to review the Contractor's Shop Drawing submittal schedule. The Consultant shall comply with the *Baseline Construction Schedule* and shall not delay the construction as long as the Contractor's submittals meet the requirements of *Section 01 33 23 – Shop Drawings, Product Data and Samples* and as further noted in the two paragraphs following. The Consultant will provide the responses as applicable. The responses shall be directed to the CE&I, whereby the CE&I will disseminate the responses to MDT and/or the Contractor as applicable. The Consultant will retain one copy of each shop drawing/submittal for records and reference.

The review time noted above is based on the Contractor not transmitting voluminous submittals at one time, such as, but not restricted to, bridge segments for segmental units, complex maintenance of traffic schemes for various areas, and systems design elements. It is expected that the CE&I will confirm each submittal can be reviewed in the time allotted before forwarding to the Consultant.

Review of shop drawings and submittals is a level of effort dependent upon the complexity of the submittal. The Consultant has estimated reviewing approximately 800 shop drawings/submittals with an average response time of five hours for each submittal, not including guideway structures. The review time for guideway structures is estimated at 32 hours per shop drawing/submittal. The amount of shop drawings and submittals can vary significantly from the estimated quantity, especially when considering re-submittals, rejected shop drawings, and the impact of such work on other Construction Contract Documents.

3.3 Construction Assistance

As requested by MDT, the Consultant can provide the support on critical issues related to the Construction Contract Documents. The Consultant can participate in the resolution of issues between construction entities, design entities and third parties. This participation may be in the form of unscheduled or special meetings and/or field visits whereby the services of the Consultant are requested by MDT.

The Consultant shall also assist MDT in responding to requests for design assistance due to changed conditions. A "changed condition" may be the result of any of the following:

- implementation of a response from an RFI;
- unforeseen field conditions; and
- field modifications as directed by the CE&I.

Upon notification from the CE&I that a changed condition has been encountered, the Consultant will review the details of the situation, and after careful analysis, provide an alternative design or recommend a cost-effective solution to the issue.

The Consultant has estimated ten (10) hours per week on average for the duration of the active construction phase for this specific task, excluding meetings and visits which are covered under Sections 3.4 and 3.5.

The Consultant will not be required to certify pay requisitions from the Contractor nor participate in negotiations in change orders and/or claims.

3.4 Job Site Visits

The Consultant shall perform site visits once a month of the Project site during the active phase of construction to review the status of the Project as it relates to the Construction Contract Documents. This review is not intended to replace the function and/or responsibility of the CE&I. Depending on the construction schedule, site visits related to certain areas of discipline would commence and end concurrently with the relative construction activities affecting that particular discipline.

The Consultant has estimated four (4) hours per site visit on average for this specific task.

3.5 Construction Progress Meetings

Upon Notice-to-Proceed to the Contractor, the Consultant shall attend the pre-construction meeting scheduled by the CE&I. During the active construction phase of the Project, the Consultant shall attend construction progress meetings on bi-weekly intervals. The Consultant shall review the minutes prepared by the CE&I and provide comments/revisions if required. At the completion of the construction phase, the Contractor shall attend a post-construction meeting scheduled by the CE&I.

3.6 Certification of Compliance

Any certifications required by the entities issuing a Certificate of Occupancy or Certification of Completion will be provided by the CE&I and/or the Contractor. Accordingly, the CE&I will retain as part of their staff the required Threshold/Special Inspector as a condition of the Building Permit from Miami-Dade County (MDC). In addition to this, if the MDC Building Department also requires certification that the construction of the station and the traction power sub-stations are in accordance with the design documents, then it is the Consultant's understanding that the CE&I will provide such certification. The Consultant will only certify to the extent that the facilities have been designed in accordance with the design criteria, with the exception of the Operating Systems as defined in Section 4.0. For the Operating System component where the Contractor will be the Designer of Record, the Contractor shall be responsible for ensuring the final systems design complies with the Construction Contract Documents including MDT's Design Criteria, as applicable, and the Contractor's Construction Documents.

3.7 As-Builts / Record Drawings

In accordance with specification *Contract Document #3, Section 01 78 39 – Project Records Documents* as part of the Construction Contract Documents, the Consultant will provide MDT with 30 hardcopies copies of the conformed set of documents and an editable electronic format on either CD or DVD prior to the start of construction. MDT/CE&I will in turn provide the Conformed Documents to the Contractor. The Contractor shall modify and keep current these documents through the duration of the construction.

The Contractor will be required to submit As-Built drawings as part of their final close out documents directly to the CE&I for final submission to MDT. The Consultant will not be responsible for signing and sealing any Construction Contract Documents which are amended by the Contractor or the CE&I.

3.8 Geotechnical Work

3.8.1 Pending from Final Design

There are twenty-three (23) additional soil borings, and eleven (11) rock corings which are pending from the Final Design services due to site access restrictions during the Final Design for which design services have to be completed under this Scope of Services. The work includes conducting the borings, corings and preparation of geotechnical reports.

3.8.2 Post Design Services

Additionally the scope of services for the geotechnical Engineer-of-Record to certify the foundations is included as follows:

1. Review of fifteen (15) pile load test setups as follows:

    a. Nine (9) Statnamic load tests in compression
    b. Four (4) Statnamic tests laterally loaded.
    c. Two (2) load tests in tension.

2. Review of 5% of Pile tip elevations based on load test results.

3. Foundation certification of one-hundred and thirty-six (136) Guideway piers, the Airport Station and sub-station foundations.

The Consultant has allowed for forty-five (45) RFI's at 3½ hours each.

4.0 POST DESIGN SERVICES FOR SYSTEMS COMPONENT

The following efforts will be performed as post design services for the Operating System consisting of Traction Power, Train Control and Communications (Operational PA, CCTV, Telephones except pay phones, SCADA transmission, DTS LAN, Enterprise network, Fire Alarm, Access Control, Fiber Optic Cable Backbone, Radio, Intercom and Variable Message Signs), Central Control Computer Systems, Systems Integration and Passenger Vehicle Interface. The Operating System does not include trackwork, but the review of insulated joints, switch machines and switch layout is covered under these services as part of the Train Control System.

4.1 Systems Project Management

The Consultant will assign a separate Project Manager for Systems related work (Systems Project Manager) who will be the single point contact for all Systems related issues. Based on the requirements of the Design, Furnish and Install approach for the Systems component of the Project there will be a large amount of information that will be submitted that is time critical requiring efficient assignment of responsible disciplines. This assignment and coordination is the responsibility of the Systems Project Manager. All work in-progress related to the Contractor's Operating Systems design, test procedures, factory test and inspection execution, and Operations & Maintenance (O&M) manuals activities will be reviewed under the direction of the Consultant's Systems Project Manager through the review of the Contractor's CDRLs and reports submittals. All submittals will be subjected to established document control and quality assurance practices under the Systems Project Manager's direction. Project management and control documents to be reviewed by the Consultant in managing and overseeing the Operating System portion of the Contract will include the Contractor's Project Management Plan, the overall Project schedule related to Systems work (limited to design, test procedures, factory test and inspection execution, and O&M manuals) and the Progress Reports (also limited to design, test procedures, factory test and inspection execution, and O&M manuals). Requirements for each of these documents are specified in *Volume III: Systems Procurement Documents* for the Operating System. Delays/potential delays in the Contractor's design and test procedure, factory test and inspection execution, and O&M manuals activities will be identified and the Contractor will be required to identify and implement appropriate recovery plans. A 15% Full Time Equivalent (FTE) average level of effort for years 1 & 2 and a 5% FTE level of effort for year 3 has been estimated for the Systems Project Manager. This level of effort assumes four (4) man-hours of Project meeting support per month

4.2 Review Systems Contract Submittals (CDRLs)

The Contractor will be contractually required to submit a number of documents for review throughout the duration of the Contract. These documents are commonly called the "Contract Documents Requirements List" (CDRL). (See attached list in the Fee Schedule). All CDRLs will be reviewed by the Consultant for compliance with Contract requirements. Review procedures will involve both hard copy and/or electronic media.

The CE&I will identify CDRL items involving Project policy and sensitive issues that will be needed to be forwarded by the CE&I to MDT for simultaneous review. The Consultant will confer with MDT staff as necessary to establish submittal compliance with the Contract and will generate appropriate review comments to be addressed by the Contractor for incorporation into the documents. These comments will be transmitted to the Contractor via the CE&I. The CE&I will be responsible for consolidating comments generated by the Consultant and MDT. In the event of conflicts between the Consultant and MDT review comments, MDT will establish the response to be transmitted to the Contractor via the CE&I. The Consultant will be notified by the CE&I of any Consultant comments not transmitted to the Contractor. In addition, the CE&I will provide the Consultant with a copy of all Consultant and MDT Operating System related comments transmitted to the Contractor. The CDRL review process for each submittal includes an initial review of the Contractor's submittal to assess that a sufficient level of detail has been included to verify compliance with the Contract. Specific comments will then be generating as (necessary) identifying deficiencies. A secondary review will then be conducted (if necessary) to establish that the Contractor has responded to all comments identified in the initial review. In the event the Contractor's second submittal fails to adequately and satisfactorily respond to review comments identified in the initial review, the Consultant will immediately notify MDT and the CE&I of the document rejection. Such a rejection will require a subsequent revision and re-submittal of the document by the Contractor resulting in additional Consultant review effort. Additional review efforts will be tracked separately since it is beyond the control of the Consultant. As part of progress reporting, the Consultant will identify the additional efforts expended to keep MDT apprised of the overall budget needs and requirements, and such additional budget requirements will be addressed in accordance with Section 2.3; Request for Additional Services Beyond Intended Scope. It is expected that the CE&I will track all open items until their satisfactory closure.

Copies of all Consultant and MDT review comments, along with Contractor's responses and the disposition of review comments and issues will be retained in the official record for acceptance and disposition of the CDRL.

4.2.1 Review Systems Design Drawings, Shop Drawings and Samples

Subsystem designs will be reviewed to verify conformance with the performance requirements of the Construction Contract Documents.

The *Volume III: Systems Procurement Documents* require the Contractor to submit design documentation for review. The design documents will be reviewed primarily for compliance with Contract requirements, for consistency with the Contractor's bid, and for proper interface with the stations, fixed facilities and related works. Technical specialists will perform all technical reviews to ensure conformance with the performance requirements of the Construction Contract Documents.

- Preliminary Design: The review of the Contractor's Preliminary Design will concentrate on compliance with Construction Contract Document requirements, design concepts

established during the Contractor's Preliminary engineering phase and identification of design issues that can disrupt Project progress. Review comments will be provided to pro-actively alert MDT and the Contractor of design issues that do not and/or may not meet the Construction Contract Document requirements, thus allowing time for redesign and correction within the constraints of the schedule.

- Interim Design: Interim Design reviews will be conducted if necessary to focus on issues identified during the Contractor's Preliminary Design Review to verify compliance with Construction Contract Document requirements and verify corrective actions have been taken to address critical issues that can disrupt Project progress. Review comments will be provided to pro-actively alert MDT and the Contractor of design issues that do not and/or may not meet the Construction Contract Document requirements, thus allowing time for redesign and correction within the constraints of the schedule.

- Final Design: Final Design Reviews will concentrate on compliance with Construction Contract Document requirements, final development of design concepts established during the Contractor's Preliminary and Interim engineering phase and identification of design issues that can disrupt Project progress. Review comments will be provided to pro-actively alert MDT and the Contractor of design issues that do not and/or may not meet Construction Contract Document requirements, thus allowing time for redesign and correction within the constraints of the schedule.

Support of a Preliminary, Interim and Final design review is the basis of this scope of work for each of the four major subsystems (Train Control, Traction Power, Communications and Central Control Computer System). In the event additional reviews are required due to the Contractor's inability to demonstrate a complaint design, additional design reviews will be required and are considered beyond the currently budgeted scope.

4.2.2 Operating System Safety Program

The Operating System Safety Program developed by the Contractor will be reviewed. The Operating System Safety Program relates not only to the Contractor's designs but also the system performance. Activities will include the following:

- Review Safety Program Plan; and

- Monitor Safety Program for the Contractor's design, test procedure, factory test and inspection execution, and O&M manuals activities.

Oversight of the Contractor's Construction Safety is not included in this scope.

4.2.3 System Quality Assurance Program

Quality will be fostered throughout the Project via the Contractor's QA/QC Program. System Consultant specialists will monitor the application of this Program by performing informal audits of the System Contractor's QA/QC records, review of Contractor's QC reports, and inspections of critical design, test procedure, factory test and inspection execution, and O&M manuals activity areas. Activities include the following:

- Review/Approve System Quality Assurance Program Plan as part of the CDRL; and
- Audits of System Contractor's QA/QC for the Contractor's design, test procedure, factory test and inspection execution, and O&M manuals activities.

4.2.4 Review System for Design/Construction Interface Document (D/CID, CDRL 9)

The D/CID establishes the technology specific interface requirements for work being provided by the Contractor and designs created by others (as Defined in the Construction Contract Documents) to interface with the Operating System. This document will be reviewed to identify that the Contractor has integrated its detailed system design and installation with the other fixed facility design documents to ensure compliance with the performance requirements of the Construction Contract Documents.

4.2.5 Test Procedure Oversight

Testing procedures including factory and on-site will be reviewed to ensure they adequately demonstrate System compliance with the performance-based design criteria in accordance with the Contractor's design. All testing using these procedures will be performed by the Contractor and will be witnessed by others (CE&I) to ensure compliance with the testing procedures and that the System and subsystems meet Construction Contract Document requirements. It is also anticipated that all Test reports will be reviewed by others (CE&I). Test Procedure Activities include the following:

- Review Qualification and Inspection Test Procedures;
- Review Acceptance Test Procedures; and
- Review System Demonstration Procedures.

The following activities are currently *not authorized* to be conducted by Consultant as part of this scope:

- Witness On-site Qualification Tests – Currently Not Authorized for Consultant;
- Review On-site Qualification Test Reports – Currently Not Authorized for Consultant;

- Witness On-site Acceptance Tests – Currently Not Authorized for Consultant;
- Review On-site Acceptance Test Reports – Currently Not Authorized for Consultant;
- Witness System Demonstration – Currently Not Authorized for Consultant; and
- Review Demonstration Reports – Currently Not Authorized for Consultant.

4.3 Manufacturing Oversight and Factory Inspections

During the manufacturing phase, Consultant will perform factory inspections to audit compliance with the QA/QC Plan and the Final Designs. Further, this will serve as a verification of the progress on the Project. Factory qualification, inspection and acceptance tests will also be witnessed and reports reviewed. The following are the quantities of manufacturing oversight and Factory inspections and Factory qualification and acceptance tests included in this scope:

Subsystem	Manufacturing Oversight Inspections	Factory Qualification Tests
PDS	1	1
Train Control	1	1
Communications	1	1
Central Control Computer System	1	1

Each Manufacturing Oversight and Factory Inspection will consist of a full staff-day effort plus one staff-day of travel. Travel will consist of airfare to a factory/facility located within the continental US and the associated food lodging and per-diem in accordance with MDT policy.

4.4 Periodic Verification of System/Facilities Interfaces - *Not Authorized for Consultant*

The following activities are not authorized to be conducted by Consultant as part of this scope:

The interfaces between the constructed fixed facilities and the Operating System should be periodically monitored to permit early identification of potential non-compliance areas. However, others (CE&I) will have the primary responsibility for determining contract compliance with the Final Designs and Operating System technical performance requirements of the Contract.

4.5 Systems Requests for Information (RFI) Responses

The CE&I shall provide the Consultant with copies of all RFI's with responses as well as copies of the updated RFI log for reference purposes. Responses to RFI's shall be made within the specific duration as established in the *Contract Document #3, Division 01* specifications applicable to Systems developed as part of the Construction Contract Documents.

The Consultant will respond to design-related and test related RFI's (for activities currently authorized for the Consultant's scope) during the design, construction, acceptance and reliability demonstration periods pertaining to the design criteria documents developed by the Consultant (as the Design Criteria Professional of Record) upon it being forwarded by the CE&I within one day of receipt by the CE&I. Upon receipt from the CE&I, the Consultant shall have a maximum of seven working days (7) to respond, assuming all the information needed to formulate the response has been received by the Consultant at the same time. All other RFI's, including, but not limited to, those pertaining to *Volume I: Non-Technical Specifications* and *Volume II: Division 01 Technical Specifications*, will be the responsibility of the CE&I and/or MDT/PMC as identified in Section 3.1. The Consultant can provide a review of the non-technical responses, as requested by MDT. Request to perform such reviews does not imply the Consultant will be the responsible party for the response provided. This review will also be performed in an expeditious manner. The Consultant will be available to discuss with MDT any conflicts to responses provided by the CE&I and the Consultant. The response to each RFI shall be provided to the CE&I who will be responsible for transmittal to the Contractor within one day.

The estimate for the System Consultant budget is based on responding to approximately 50 RFI's with an average of four (4) staff-hours effort for each.

4.6 Systems Construction Management Support - *Not Authorized for Consultant*

The Consultant's support of Construction Management is not authorized as part of this scope. Therefore, any requested Consultant support by MDT (other than via the RFI process identified in Section 4.5) related to System integration and performance, the maintenance of schedule, quality and compliance, participation in the resolution of issues between construction entities, design entities and third parties in the form of unscheduled or special meetings and/or field visits whereby the services of the Consultant are specifically requested by MDT will be considered beyond the scope.

The Consultant will not be required to certify pay requisitions nor participate in negotiations in change orders and/or claims, without appropriate authorization from MDT.

4.7 Support Safety Certification – *Not Authorized for Consultant*

The installed operating system equipment (and facilities) and documentation will be inspected and evaluated by others (CE&I and MDT) to permit a final safety certification. Such inspections are not authorized to be conducted by the Consultant at this time.

4.8 Support Systems Final Acceptance – *Not Authorized for Consultant*

The installed Operating System equipment (and facilities) will be inspected by others (CE&I) to determine Final Acceptance. Such inspections are not authorized to be conducted by the Consultant at this time. Punch lists will be prepared by others (CE&I) identifying required corrective actions and are not authorized to be prepared by the Consultant. As-built documentation will be reviewed by others including final acceptance activities and as such are

not authorized to be conducted by the Consultant. The Consultant will support these activities through the RFI process identified in Section 4.5 above or upon specific request for Construction Management Support as identified in Section 4.6 above.

Specific activities not authorized to be conducted by the Consultant at this time are as follows:

- Review Contractor's Final Safety Certification – *Not Authorized*
- Prepare Punch Lists and Support Certification of Substantial Completion– *Not Authorized*
- Review/Approve Interim and final As-Built Documents– *Not Authorized*

4.9 Support of System Reliability Demonstration During the Warranty Period – *Not Authorized for Consultant*

Consultant support of the reliability demonstration and report review is not authorized at this time. However, the Consultant will support these activities through the RFI process and only as specifically requested in accordance with item 4.5 above.

4.10 Direct Expenses for System Related Services

Direct expenses are included in this proposal to cover the travel, lodging and sustenance of System specialists to support Design Review and internal meetings as identified in Section 4.1, Manufacturing Oversight and Factory Qualification/Inspection Testing, identified in Section 4.2.. All travel will be subject to MDT approval in advance of the scheduled travel.

In support of the System design review phase, it is estimated that two, three-staff-day trips for each major subsystem will be required for preliminary, and final design reviews, for a total of twelve three-staff-day trips.

In support of the subsystem manufacturing, it is estimated that one, two -staff-day trips for each of the three major subsystems are required. For a total three two-man-day trips. Additional trips required to conduct subsequent reviews and/or additional meetings will be considered beyond the scope.

In support of the subsystem qualification/inspection testing, it is estimated that one, two-staff-day trips for each of the three major subsystem will be required, for a total three two-staff-day trips. .

In support of the internal Project support meetings by engineering specialist, it is estimated that six, three-staff-day trips for each of the three major subsystem will be required, for a total eighteen three-staff-day trips.

No site inspection (periodic or otherwise) is authorized for the Consultant at this time. Therefore no direct expenses are budgeted for the site inspection travel.

No support for Construction Management other than RFIs identified in Section 4.5 is authorized for the Consultant at this time. Therefore, no direct expenses are budgeted for such support of construction management. However, it is anticipated that the Consultant's technical specialists will be asked to participate in specific site visits or attend special meetings with the CE&I or MDT to address Project issues which will be addressed and coordinated with MDT.

MIAMI-DADE COUNTY

URS CORPORATION SOUTHERN

MIC / EARLINGTON HEIGHTS CONNECTOR FINAL DESIGN

ATTACHMENT "E-2"

Date: August 26, 2008

	A	B	Schedule "B" C = AxB	Schedule "A" D	Schedule "C" E	F = (C+D+E)
Firms	Direct Labor	Multiplier (Overhead & Profit)	Sub-Total	Principals	Reimbursable Expenses	TOTALS
URS Corporation Southern	$2,089,167	2.5207	$5,266,163	$66,782	$262,502	$5,595,447
Russell Corporation Consultants, Inc	$0	2.6272	$0	$0	$0	$0
Perez & Perez Architect Planners, Inc.	$245,219	3.4758	$852,332	$0	$12,903	$865,235
Lea+Elliott, Inc.	$210,319	3.0008	$631,125	$0	$40,875	$672,000
Gladys Kidd & Associates, Inc.	$0	2.2275	$0	$0	$0	$0
HR Engineering Services. Inc.	N/A	N/A	$333,273	$0	$57,000	$390,273
SDM Consulting Engineers, Inc.	$108,888	2.7727	$301,914	$15,000	$5,485	$322,399
BND Engineers, Inc.	$57,458	3.1185	$179,183	$17,828	$2,652	$199,663
Manuel G. Vera & Associates, Inc.	N/A	N/A	$0	$0	$0	$0
Aerial Cartographics of America, Inc.	N/A	N/A	$0	$0	$0	$0
Curtis & Rogers Design Studio, Inc.	$10,988	2.7480	$30,195	$8,960	$551	$39,706
Donnell, Du Quesne & Albaisa, PA	$73,743	2.5653	$189,173	$16,800	$3,306	$209,279
A & P Consulting Transportation Engineers Corp.	$67,590	2.5161	$170,063	$16,800	$3,125	$189,988
Brindley Pieters & Associates, Inc.	$7,981	2.7635	$22,055	$2,800	$402	$25,257
Adrian Gonzalez & Associates, PA	N/A	N/A	$0	$0	$0	$0
Earth Tech Consulting	$0	2.7192	$0	$0	$0	$0
SUBTOTALS	$2,871,353		$7,975,476	$144,970	$388,801	$8,509,247
Allowance Account for Unforeseen Changes =						$850,925
TOTAL						$9,360,172

NOTE:

1. Revisions to the allocation shown on Attachment E-2 are permissible, subject to approval by the COR or his authorized representative.

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