

Memorandum



Date: March 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(N)(6)

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for Professional Services Agreement for Engineering Services of Department of Transportation and Public Works Capital Improvement Plan; Contract No: CIP142-TR15-PE1 to Parsons Brinckerhoff, Inc. in the amount of \$22,000,000.00, Inclusive of Contingency Allowance Account; and Authorizing the use of Charter County Transportation Surtax Funds for Such Purposes

This item was amended at the February 9, 2017 Chairman's Policy Council Committee to limit any spending authority for work orders related to the Strategic Miami Area Rapid Transit (SMART) Plan to one year from the effective date of the resolution, unless additional time is approved by the Board of County Commissioners (Board); and to increase the total contract amount to \$22,000,000.00.

Recommendation

This Recommendation for Award for Professional Services Agreement Contract No: CIP142-TR15-PE1, to Parsons Brinckerhoff, Inc. in the amount of \$22,000,000.00 has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval pursuant to Section 2-8.2.7 of the Miami-Dade County (County) Code.

This contract award recommendation is placed for Committee review pursuant to County Code Section 29-124(f). This contract award recommendation may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract award recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation, I will request a withdrawal of this item.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the County Code. No further delegation is necessary for this contract.

Scope

PROJECT NAME: Professional Services Agreement for Engineering Services of Department of Transportation and Public Works Capital Improvement Plan

PROJECT NO: CIP142

CONTRACT NO: CIP142-TR15-PE1

PROJECT

DESCRIPTION:

Department of Transportation and Public Works (DTPW) requires the professional services of a General Consultant (Consultant) for a wide range of planning, engineering, survey, architectural, landscaping, technical, management and administrative services as needed to assist in executing projects in the DTPW Capital Improvement Plan and in studying and implementing Future Corridor Work Program projects to include emerging technologies such as autonomous vehicle implementation. The Consultant will supplement DTPW's resources by providing highly qualified technical and professional personnel to perform the duties assigned under the terms of this agreement. These services will commence in FY 2016-17. DTPW shall work with the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT) to complete all National Environmental Policy Act (NEPA) studies related to the SMART plan within one year of the effective date of this resolution. Any spending authority for work orders related to the SMART Plan that exceed one year from the effective date of the resolution, requires approval by the Board of County Commissioners. The PSA will be for five (5) years with a maximum compensation set at \$22,000,000.00. No minimum amount of work or compensation will be guaranteed to the selected consultant.

The Consultant will primarily support the Engineering, Planning and Development Section of DTPW which includes: Planning & Systems Development, Service Planning, Design & Engineering, Right-of-Way & Utilities/Joint Development, Construction, Contract Management Divisions, Project Control, and Quality Assurance Divisions. The Consultant may also provide support to Operations especially the Field Engineering Division.

DTPW may request Consultant services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. Services to be provided by the Consultant will be initiated and completed as directed by DTPW's Project Manager for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. DTPW, at its option, may elect to have any of the services set forth herein performed by other consultants or DTPW staff.

Funding for these services will be provided by FTA, FDOT, and local sources on a project-by-project basis and in accordance with negotiated fees and tasks described in each work order.

**PROJECT
LOCATION:**

Various

PROJECT SITES: SITE # LOCATION 1 DISTRICT ESTIMATE
 3001049 VARIOUS VARIOUS \$22,000,000.00

PRIMARY COMMISSION DISTRICT: Various

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E15-DTPW-04

USING DEPARTMENT: DTPW

MANAGING DEPARTMENT: DTPW

Fiscal Impact/Funding Source

<u>FUNDING SOURCES:</u>	<u>SOURCE</u>	<u>PROJECT #</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Various	#2000000326	3001049	\$22,000,000.00

PTP FUNDING: Yes

GOB FUNDING: No

ARRA FUNDING: No

<u>CAPITAL BUDGET PROJECTS:</u>	<u>CAPITAL BUDGET PROJECT # - DESCRIPTION</u>	<u>AMOUNT</u>
	CAPITAL BUDGET PROJECT #2000000326 DESCRIPTION: FEDERALLY FUNDED PROJECTS Various Capital Projects, included in the FY 2016-17 Proposed Budget and Multi-Year Capital Plan	\$22,000,000.00

OPERATIONS AND MAINTENANCE IMPACT/FUNDING: N/A (this is a PSA for engineering services)

**PROJECT
TECHNICAL
CERTIFICATION
REQUIREMENTS:**

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	3.01	HIGHWAY SYSTEMS - SITE DEVELOPMENT AND PARKING LOT DESIGN
Prime	3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES
Prime	16.00	GENERAL CIVIL ENGINEERING
Other	1.01	TRANSPORTATION PLANNING - URBAN AREA AND REGIONAL TRANSPORTATION PLANNING
Other	1.02	TRANSPORTATION PLANNING - MASS AND RAPID TRANSIT PLANNING
Other	2.01	MASS TRANSIT SYSTEMS - MASS TRANSIT PROGRAM (SYSTEMS) MANAGEMENT
Other	2.02	MASS TRANSIT SYSTEMS - MASS TRANSIT FEASIBILITY & TECHNICAL STUDIES
Other	2.06	MASS TRANSIT SYSTEMS - MASS TRANSIT SAFETY CERTIFICATION FOR SYSTEM ELEMENTS
Other	3.02	HIGHWAY SYSTEMS - MAJOR HIGHWAY DESIGN
Other	3.03	HIGHWAY SYSTEMS - BRIDGE DESIGN
Other	3.05	HIGHWAY SYSTEMS - TRAFFIC COUNTS
Other	3.06	HIGHWAY SYSTEMS - TRAFFIC CALMING
Other	3.07	HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING
Other	3.08	HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION
Other	3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
Other	3.10	HIGHWAY SYSTEMS - LIGHTING

- Other 3.11 HIGHWAY SYSTEMS - SIGNALIZATION
- Other 3.12 HIGHWAY SYSTEMS - UNDERWATER
ENGINEERING INSPECTION
- Other 9.01 SOILS, FOUNDATIONS AND MATERIALS
TESTING - DRILLING, SUBSURFACE
INVESTIGATIONS AND SEISMOGRAPHIC
SERVICES
- Other 9.02 SOILS, FOUNDATIONS AND MATERIALS
TESTING - GEOTECHNICAL AND
MATERIALS ENGINEERING SERVICES
- Other 9.03 SOILS, FOUNDATIONS AND MATERIALS
TESTING - CONCRETE AND ASPHALT
TESTING SERVICES
- Other 9.04 SOILS, FOUNDATIONS AND MATERIALS
TESTING - NON-DESTRUCTIVE TESTING
AND INSPECTIONS
- Other 9.05 SOILS, FOUNDATIONS AND MATERIALS
TESTING - ROOF TESTING AND
CONSULTING
- Other 9.06 SOILS, FOUNDATIONS AND MATERIALS
TESTING - ASBESTOS
- Other 10.01 ENVIRONMENTAL ENGINEERING -
STORMWATER DRAINAGE DESIGN
ENGINEERING SERVICES
- Other 11.00 GENERAL STRUCTURAL ENGINEERING
- Other 12.00 GENERAL MECHANICAL ENGINEERING
- Other 13.00 GENERAL ELECTRICAL ENGINEERING
- Other 14.00 ARCHITECTURE
- Other 15.01 SURVEYING AND MAPPING - LAND
SURVEYING
- Other 15.03 UNDERGROUND UTILITY LOCATION
- Other 17.00 ENGINEERING CONSTRUCTION
MANAGEMENT
- Other 18.00 ARCHITECTURAL CONSTRUCTION
MANAGEMENT
- Other 19.01 VALUE ANALYSIS AND LIFE-CYCLE
COSTING - TRANSPORTATION PLANNING
- Other 19.02 VALUE ANALYSIS AND LIFE-CYCLE
COSTING - MASS TRANSIT SYSTEMS
- Other 19.03 VALUE ANALYSIS AND LIFE-CYCLE
COSTING - HIGHWAY SYSTEMS

Other 20.00 LANDSCAPE ARCHITECTURE
Other 21.00 LAND-USE PLANNING
Other 22.00 ADA TITLE II CONSULTANT
Other 26.00 CLAIMS ANALYSIS SERVICES

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)	N/A
NTPC'S DOWNLOADED:	158
PROPOSALS RECEIVED:	4
TOTAL CONTRACT PERIOD:	1825 days
CONTINGENCY PERIOD:	182 days
OPTION TO RENEW PERIOD:	5 Year Option to Renew
IG FEE INCLUDED IN BASE CONTRACT:	No
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	\$20,000,000.00
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI-DADE COUNTY CODE):	\$2,000,000.00 (PSA 10%)
TOTAL AMOUNT:	\$22,000,000.00

Track Record/Monitor

SBD HISTORY OF

VIOLATIONS: None
According to the Internal Services Department's (ISD) Small Business Division's History of Violations report, there are no violations listed for Parsons Brinckerhoff, Inc.

EXPLANATION: The Request to Advertise was stamped received by the Clerk of the Board on January 15, 2016. Revised Requests to Advertise were filed with the Clerk of the Board on January 25, 2016; February 5, 2016; February 19, 2016; and February 29, 2016

Four (4) proposals were received on March 21, 2016.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted the First-Tier evaluation on March 21, 2016, to evaluate the proposals received. All four (4) firms were evaluated in accordance with Section 2-10.4 of the County's Implementing Order 3-34, and Administrative Order 3-39. Local Preference was not applicable to the First-Tier evaluation because all firms were local; therefore, the final ranking was based on total ordinal scores. The final ordinal rankings to the top three (3) firms were as follows: Firm No. 1 Parsons Brinckerhoff, Inc. received 271 points; Firms No. 2. AECOM Technical Services, Inc. received 261; and Firm No. 3 Parsons Transportations Group, Inc. received 249 points.

Based on the CSC's professional expertise, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination, and by a majority vote, the CSC decided to forego Second Tier proceedings. Based on the above results, the CSC recommended that negotiation be conducted with Parsons Brinckerhoff, Inc. Subsequently, all firms were found in compliance with the Disadvantage Business Enterprise and Federal Transit Administration requirements for the solicitation.

The County Mayor's Designee and the Director of Internal Service Department concurred with CSC and approval to begin negotiations was granted on May 27, 2016. The negotiation meeting was held on June 13, 2016. After negotiation were concluded, Parsons Brinckerhoff, Inc. agreed to the terms and conditions stipulated in the Professional Services Agreement.

Based on the Committee negotiation results, DTPW recommends proceeding with the award of this PSA to Parsons Brinckerhoff, Inc.

Information contained in the Capital Improvements Information System database indicates that the County has completed 62 evaluations for Parsons Brinckerhoff, Inc. with an overall performance rating of 3.7 points out of a possible 4 points.

SUBMITTAL DATE: March 21, 2016

**ESTIMATED NOTICE
TO PROCEED:** August 21, 2016

**PRIME
CONSULTANT:** Parsons Brinckerhoff, Inc.

**COMPANY
PRINCIPALS:** Ronald Colas, P.E
**COMPANY
QUALIFIER:** Ronald Colas, P.E

**COMPANY EMAIL
ADDRESS:** colasrm@pbworld.com

**COMPANY STREET
ADDRESS:** 7650 Corporate Center Drive, Suite 300

**COMPANY CITY-
STATE-ZIP:** Miami, Florida

**YEARS IN
BUSINESS:** Since 1886 (130 years)

**PREVIOUS
CONTRACTS WITH
COUNTY IN THE
LAST FIVE YEARS:** According to the Firm History Report provided by ISD, Parsons Brinckerhoff, Inc.
has received five (5) contracts from the County valued at \$8,879,036.00.

**SUB-
CONSULTANTS:** Gannett Fleming, Inc.
Nova Consulting, Inc.
AMBRO, Inc.
C.A.P. Engineering, Inc.
Lea & Elliott, Inc.
Terracon Consultants, Inc.
Caltran Engineering Group, Inc.
Tindale-Oliver & Associates, Inc.
Perez & Perez Architects Planners, Inc.
Longitude Surveyors, LLC
Curtis & Rogers Design Studio, Inc.
Alpha Construction and Engineering Corp.
Consulting Engineering & Science, Inc.
G-T Construction Group, Inc.
Ann Pope Consulting, Inc.
Cyriacks Environmental Consulting Services, Inc.
Janus Research, Inc.
Glass Land Acquisition Services Specialist, Inc.

DUE DILIGENCE: Due diligence was conducted in accordance with ISD's Procurement Guideline to determine consultant responsibility, including verifying corporate status, and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, Delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to consultant responsibility. This information is relating to consultant responsibility. This information is being provided pursuant to Resolution No. R-187-12.

**MINIMUM QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:** Yes

**REVIEW
COMMITTEE:** **MEETING DATE:** 12/09/2015 **SIGNOFF DATE:** 2/25/2016

**APPLICABLE
WAGES
(RESOLUTION
NO. R-54-10):** N/A

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATE VALUE</u>
	DBE	22.00%	\$4,840,000.00

**MANDATORY
CLEARING
HOUSE:** N/A

**CONTRACT
MANAGER:** Jesus Valderrama (786) 469-5291 jvalder@miamidade.gov

**PROJECT
MANAGER:** Amando Villanueva (786) 469-5277 amandov@miamidade.gov

BACKGROUND: DTPW requires a Consultant that will provide Project Management activities to include, but not be limited to, day to day coordination with specific project consultants; regular, timely and effective coordination and communications with discipline managers, DTPW staff, outside governmental agencies, agencies having jurisdiction, and the public, as required. The Consultant will also be responsible to manage the review process and ensure that the consultant is not delayed because of late reviews. The Consultant will also be responsible to ensure the project, at each phase of implementation, is on schedule and within budget.

Additionally, on April 21, 2016, the Miami-Dade Metropolitan Planning Organization Governing Board officially adopted and endorsed the SMART Plan. The SMART Plan intends to advance six of the PTP's rapid transit corridors, along with a network system of Bus Express Rapid Transit service, in order to implement mass transit projects in the County. The award of this professional services agreement is critical in order to have the selected consultant commence studies for the SMART corridors along with FDOT.

The work assignment distribution shall be based on the selected firms' qualifications and ability to perform the work specified in the service work order.

DEPARTMENT
FINANCE:

[Signature]
DTPW FINANCE OFFICER

1/12/17
DATE

INDEX CODE(S):

Various

BUDGET

APPROVAL
FUNDS AVAILABLE:

1095 *[Signature]*
OMB DIRECTOR

1/17/17
DATE

APPROVED AS TO
LEGAL
SUFFICIENCY:

[Signature]
COUNTY ATTORNEY

1/18/17
DATE

DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS CONCURRENCE:

[Signature]
DIRECTOR, DTPW

1-18-17
DATE

APPROVED PURSUANT TO
SECTION 2-8.1 OF THE
MIAMI-DADE COUNTY
CODE:

[Signature]
DEPUTY MAYOR

1/18/17
DATE

CLERK:

DATE

CLERK OFFICE BOARD
2017 JAN 18 PM 3:57
CLERK: GINULIE COURTNEY
MIAMI-DADE COUNTY, FLA.
#1



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: March 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(6)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(6)
3-7-17

RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS' CAPITAL IMPROVEMENT PLAN, CONTRACT NO.: CIP142-1-TR15-PE1, IN AN AMOUNT NOT TO EXCEED \$22,000,000.00, INCLUSIVE OF CONTINGENCY ALLOWANCE ACCOUNT, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

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 a Professional Services agreement with Parsons Brinckerhoff, Inc. to provide Professional Engineering Services for Department of Transportation and Public Works' Capital Improvement Plan, Contract No.: CIP142-1-TR15-PE1 in the amount of ~~[[\$11,000,00.00]]~~ >> \$22,000,000.00; limits any spending authority for work orders related to the Strategic Miami Area Rapid Transit Plan to one year from the effective date of this Resolution, unless additional time is approved by the Board<<¹; and authorizes the use of Charter County Transportation Surtax Funds For Such Purposes.

¹ Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of March, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

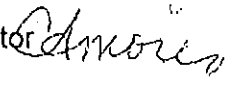
Memorandum



Date: June 8, 2016

To: Tara C. Smith, Director
Internal Services Department

Through: 
Miriam Singer, CPPO, Sr. Assistant Director
Internal Services Department

From: Cristina Amores, A&E Consultant Selection Coordinator 
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Department Transportation and Public Works
Professional Services Agreement for Engineering Services for Miami-Dade
Transit's Capital Improvement Plan
ISD Project No. E15-DTPW-04

CLERK OF THE BOARD
2016 JUN -9 PM 3:23
OFFICE OF THE CLERK OF THE BOARD
#1

The Competitive Selection Committee has completed the evaluation of the proposal submitted in response to the above-referenced Internal Services Department solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

ISD Project No.: E15-DTPW-04

Project Title: Professional Services Agreement for Engineering Services for Miami-Dade Transit's Capital Improvement Plan

Scope of Services Summary: This project consists of professional services by a General Consultant for a wide range of planning, engineering, surveying, architectural, landscaping, technical, management and administrative services to assist in executing projects for the MDT Capital Improvement Plan, and in studying and implementing Future Corridor Work Program transit projects. The Consultant will supplement the Department of Transportation and Public Works' staff resources by providing highly qualified technical and professional personnel to perform the duties assigned under the terms of this agreement. These services will commence in FY2016-17.

The Consultant will primarily support the Engineering, Planning and Development Section of the department which includes: Planning & Systems Development, Service Planning, Design & Engineering, Right-of-Way & Utilities/Joint Development, Construction, Contract Management, Project Control, and Quality Assurance. The Consultant may also provide support to Operations specifically the Field Engineering Division.

The department may request consultant services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for services authorized pursuant to the Scope of Services. Services to be provided by the Consultant will be initiated and completed as directed by department's Project Manager for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement.

Participation Restrictions: None

Term and Estimated Cost of Contract: One (1) consultant/team of firms will be retained under a non-exclusive Professional Services Agreement for an effective term of five (5) years with a five (5) year option to renew. The estimated cost of the agreement is \$22 million inclusive of contingencies.

Disadvantaged Business Enterprise Goal/Measure: The Department of Transportation and Public Works' Civil Rights Office established a 22% Disadvantaged Business Enterprise – Architectural & Engineering goal.

Request to Advertise Stamped by the Clerk of the Board:

- Original Request to Advertise stamped received by the Clerk of the Board on January 15, 2016
- Revised Requests to Advertise stamped received by the Clerk of the Board on January 25, 2016; February 5, 2016; February 19, 2016, and February 29, 2016

Number of Proposal(s) Received: Four (4) proposals.

Name of Proposer(s): Please refer to the attached List of Respondents.

Disadvantaged Business Enterprise Compliance Review: Please see the attached Compliance Review Memorandum.

First Tier Results: Please see the attached First Tier Tabulation Sheet.

Second Tier Results: Not applicable. Based on the Competitive Selection Committee's professional judgement the information provided in the proposal was deemed sufficient to determine the qualifications of the team. As a result of said determination and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, the Internal Services Department hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating one (1) non-exclusive Professional Services Agreement for this solicitation with the top ranked firm:

- Cristina Amores, Architectural and Engineering Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Carlos Cruz-Casas, Assistant Director, Department of Transportation and Public Works
- Bassam Moubayed, Division Chief, Department of Transportation and Public Works
- Ernesto Beltré, Chief, Civil Engineering, Miami-Dade Aviation Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firm for negotiations, in accordance with the Competitive Selection Committee's recommendation. See below:

RANKING OF RESPONDENTS
SELECTION FOR
PROFESSIONAL SERVICE AGREEMENT NEGOTIATION
ONE AGREEMENT WITH A 22% DISADVANTAGED BUSINESS ENTERPRISE -
ARCHITECTURAL & ENGINEERING GOAL

Parsons Brinckerhoff, Inc.
Adjusted Qualitative Points - 271
Adjusted Ordinal Score - 4
Final Ranking - 1

The following firms will serve as the alternates:

AECOM Technical Services, Inc.
Adjusted Qualitative Points - 261
Adjusted Ordinal Score - 6
Final Ranking - 2

Parsons Transportation Group, Inc.
Adjusted Qualitative Points - 249
Adjusted Ordinal Score - 9
Final Ranking - 3

Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

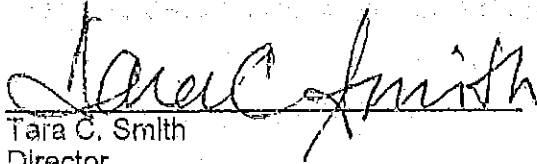
- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee is to proceed with the contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract ready to be presented to the Board of County Commissioners for final approval no later than 60 days from the date of this memorandum. Should negotiations fall with the first ranked firm, approval is requested by way of this memorandum to initiate negotiations with the alternate firms in the order of final ranking by the Competitive Selection Committee.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to the Internal Services Department, Architectural & Engineering Unit.

Negotiation Authorization
Department of Transportation and Public Works
Engineering Services for Miami-Dade Transit's Capital Improvement Plan
ISD Project No. E15-DTPW-04
Page 4.

Approved:


Tara C. Smith
Director

6/8/16
Date

Attachments:

1. List of Respondents
2. First Tier Tabulation Sheet
3. Compliance Review Memo

c: Alice N. Bravo, Director, Department of Transportation and Public Works
Competitive Selection Committee
Clerk of the Board of County Commissioners



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: Professional Services Agreement for Engineering Services for Miami-Dade Transit's Capital Improvement Plan

ISD Project No.: E15-DTPW-04

Measures: 22% DBE

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 03/21/2016

Submittal No: 1

Prime Local Preference: Yes

Prime Name: PISTORINO & ALAM CONSULTING ENGINEERS, INC. FEIN No.: 592686532

Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. BERMELLO, AJAMIL & PARTNERS, INC.		591722486
b. LEA & ELLIOTT, INC.		752295172
c. HADONNE CORP.		651089850
d. CURTIS & ROGERS DESIGN STUDIO, INC.		650204753
e. PROFESSIONAL SERVICE INDUSTRIES, INC.		370962090
f. U.S. COST INCORPORATED DBA RIB U.S. COST		581827672
g. TIERRA SOUTH FLORIDA, INC		200282450
h. MARLIN ENGINEERING, INC.		650279601



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E15-DTPW-04

Measures: 22% DBE

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 03/21/2016

Submittal No: 2

Prime Name: PARSONS TRANSPORTATION GROUP INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 360982270

Subs Name	Trade Name	Subs FEIN No.
a. ATKINS NORTH AMERICA, INC.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)	590896138
b. HNTB CORPORATION		431623092
c. TERRACON CONSULTANTS, INC.		421249917
d. U.S. COST INCORPORATED DBA RIB U.S. COST		581827672
e. KITTELSON & ASSOCIATES, INC.		930964447
f. 305 CONSULTING ENGINEERS LLC		462245981
g. MANUEL G. VERA & ASSOCIATES, INC.		591741639
h. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		350694266
i. GEOSOL, INC.		650997886
j. SDM CONSULTING ENGINEERS, INC.		592346110
k. HBC ENGINEERING COMPANY		223936061
l. EBS ENGINEERING, INC.		650492113
m. CTS ENGINEERING, INC.		271089334
n. ACAI ASSOCIATES, INC.		650020223
o. PARSONS WATER & INFRASTRUCTURE INC.		710920322

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**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: E15-DTPW-04

Measures: 22% DBE

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 03/21/2016

Submittal No: 3

Prime Name: PARSONS BRINCKERHOFF, INC.

Trade Name: PB AMERICAS, INC.

Prime Local Preference: Yes

FEIN No.: 111531569

Subs Name	Trade Name	Subs FEIN No.
a. GANNETT FLEMING, INC.		251613591
b. NOVA CONSULTING, INC.		650577672
c. AMBRO, INC.		650266641
d. C.A.P. ENGINEERING, INC.		204590441
e. LEA & ELLIOTT, INC.		752295172
f. TERRACON CONSULTANTS, INC.		421249917
g. CALTRAN ENGINEERING GROUP, INC.		274564005
h. TINDALE - OLIVER & ASSOCIATES, INC.		592929811
i. PEREZ & PEREZ ARCHITECTS PLANNERS, INC.		592400309
j. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
k. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753
l. ALPHA CONSTRUCTION AND ENGINEERING CORPORATION	ALPHA CORPORATION	521162258
m. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
n. G - T CONSTRUCTION GROUP, INC.		650723679
o. ANN POPE CONSULTING, INC.		550816915
p. CYRIACKS ENVIRONMENTAL CONSULTING SERVICES INC		900106680
q. JANUS RESEARCH, INC.		591913512
r. GLASS LAND ACQUISITION SERVICE SPECIALISTS, INC.		650577417

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MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E15-DTPW-04

Measures: 22% DBE

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 03/21/2016

Submittal No: 4

Prime Local Preference: Yes

Prime Name: AECOM TECHNICAL SERVICES, INC. F/K/A EARTH
TECH, INC.

FEIN No.: 952861922

Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. URS CORPORATION SOUTHERN	GREINER SOUTHERN, INC.	592087895
b. URS ENERGY & CONSTRUCTION, INC.	WASHINGTON GROUP INTERNATIONAL, INC.	340217470
c. T.Y. LIN INTERNATIONAL		941598707
d. EAC CONSULTING, INC.		650519739
e. PREMIERE DESIGN SOLUTIONS, INC.		260571068
f. BCC ENGINEERING, INC.		650540100
g. AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.		911641772
h. HR ENGINEERING SERVICES, INC.		650849633
i. U.S. COST INCORPORATED DBA RIB U.S. COST		581827672
j. MANUEL G. VERA & ASSOCIATES, INC.		591741639
k. GOAL ASSOCIATES, INC.		464649215
l. PROGRAM CONTROLS, INC.		043640855
m. CHARESSE CHESTER & ASSOCIATES, INC.		522389856

Memorandum



DATE: April 4, 2016

TO: Jesus Valderrama, Contracts Administrator
Contracts Management

THRU: Delise Miller, Chief *dm*
Office of Civil Rights and Labor Relations

FROM: Tina Golden, Contracts Compliance Officer *TG*
Office of Civil Rights and Labor Relations

SUBJECT: DBE INITIAL COMPLIANCE REVIEW
Project No.: CIP142-DE-TR15-PE1
Project Name: Professional Services Agreement for a General Consultant
for Engineering Services for DTPW Capital Improvement Plan

In accordance with 49 Code of Federal Regulation, Part 26.11(c), the Disadvantaged Business Enterprise (DBE) Unit completed its compliance review of bid submittals based on the DBE requirements for the above above-referenced project. The DBE goal for the abovementioned project is 22%. Proposers were evaluated on two criteria for their bid submittal, which included: 1) completing a Certificate of Assurance and 2) both Primes and Subcontractors were to complete registration in the DBE Software.

The following table is a snapshot of DBE's findings.

PROPOSERS	CERTIFICATION OF ASSURANCE	ALL PARTICIPANTS REGISTERED IN DTPW DBE SOFTWARE
PISTORINO & ALAM CONSULTING ENGINEERS, INC.	YES	NO
PARSONS TRANSPORTATION GROUP, INC.	YES	NO
PARSONS BRINCKERHOFF, INC.	YES	NO
AECOM TECHNICAL SERVICES, INC.	YES	NO

Although proposers completed the Certificate of Assurance Form, none of the proposers were successful in ensuring they and their subcontractors were registered in the DBE software, which could deem the bid *non-responsive*. It is our Office's recommendation, to require the recommended proposer to complete registration in the DBE Software prior to Negotiation/Award.

c: Nathaniel Surrancy, DBE Manager
Office of Civil Rights and Labor Relations

Attachment

FIRST TIER MEETING
May 18, 2016

MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services Agreement for Engineering Services for Miami-Dade Transit's Capital Improvement Plan

TABULATION SHEET
ISD PROJECT NO. E15-DTPW-04

NAME OF FIRM(S)

1	PISTORINO & ALAM CONSULTING ENGINEERS, INC. (Local Preference)	COMPETITIVE SELECTION COMMITTEE				SUB-TOTAL	Average	Low Disparity	High Disparity	DISPARITY REPORT	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Bassem Moubayed (DTPW)	Ereslio Boliva (MDAD)	Rong Zhuge (WASD)	Raquel Rosal (PortMiami)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	43	40	42	35	195	39	26	52						
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	16	18	15	80	16	11	21						
	3A - Past Performance of the Firms (Max. 20 points)	5	5	5	5	20	5	3	7						
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	5	5	25	5	3	7						
	5A - Ability of team members to interface with the County (Max 5 points)	4	3	5	5	22	4	3	6						
	Qualitative Points =	82	80	85	77										
	Ordinal Scores	4	4	4	4										
	Dropped Ordinal Scores														
	Dropped Qualitative Scores			86	72										
	The-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	The-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
	PARSONS TRANSPORTATION GROUP INC. (Local Preference)														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	48	44	40	215	43	29	57						
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	19	19	15	87	17	12	23						
	3A - Past Performance of the Firms (Max. 20 points)	16	19	15	15	81	16	11	22						
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	3	3	13	3	2	3						
	5A - Ability of team members to interface with the County (Max 5 points)	4	5	5	5	24	5	3	6						
	Qualitative Points =	83	83	85	80										
	Ordinal Scores	3	1	3	3										
	Dropped Ordinal Scores														
	Dropped Qualitative Scores			93	78										
	The-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	The-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

Handwritten signature/initials

FIRST TIER MEETING
May 18, 2016

MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services Agreement for Engineering Services for Miami-Dade Transit's Capital Improvement Plan

TABULATION SHEET
ISD PROJECT NO. E15-DTPW-04

COMPETITIVE SELECTION COMMITTEE	SUB-TOTAL					Average	Low Disparity	High Disparity	DISPARITY REPORT	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	Bassam Moubayed (DTPW)	Fernesto Bellve (MDAD)	Rong Zhuge (WASD)	Raquel Rosal (PortMiami)	Carlos Cruz-Casas (DTPW)									
3 PARSONS BRINCKERHOFF, INC. (Local Preference)	47	43	46	44	45	45	30	60		450	1	4	1	1
1A - Qualification of firms including team members associated to the project (Max. 50 points)	17	17	18	19	20	18	12	24		91				
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	16	17	19	18	18	12	24		90				
3A - Past Performance of the Firms (Max. 20 points)	4	4	4	4	5	4	3	6		21				
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	5	5	4	3	6		23				
5A - Ability of team members to interface with the County (Max 5 points)	90	86	90	91	93	5	3	6		450				
Qualitative Points =	1	3	1	1	2									
Ordinal Scores	1	3	1	1	2									
Dropped Ordinal Scores	1	3												
Dropped Qualitative Scores	86				93					271				
Tie-Breaker (CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A.														
4 AECOM TECHNICAL SERVICES, INC. (Local Preference)	45	45	45	42	43	45	30	60		440	2	6	2	2
1A - Qualification of firms including team members associated to the project (Max. 50 points)	17	18	18	19	20	18	12	24		725				
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	18	15	17	18	17	11	22		92				
3A - Past Performance of the Firms (Max. 20 points)	3	4	3	3	3	3	2	4		84				
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	5	5	4	3	6		16				
5A - Ability of team members to interface with the County (Max 5 points)	85	89	86	86	94	5	3	6		23				
Qualitative Points =	2	2	2	2	1									
Ordinal Scores	2	2	2	2	1									
Dropped Ordinal Scores														
Dropped Qualitative Scores	85				94					261				
Tie-Breaker (CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A.														
Cladina Amores, ISD Chairperson														



MIAMI DADE COUNTY
 Small Business Development
 A&E Firm History Report
 From: 06/20/2011 To: 06/20/2016

FIRM NAME: PARSONS BRINCKERHOFF, INC.
 7300 Corporate Center Dr, Suite 600
 Miami, FL 33126

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
E12-MPO-02	5	XX	GOAL DBE 8.6%	10/15/2012	\$231,300.00
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE GENERAL PLANNING CONSULTANT (GPC) PROGRAM (SIC 871)					
E13-MDT-01	1	MT	GOAL: CBE 25%	11/05/2013	\$749,980.00
MIAMI-DADE TRANSIT'S FISCAL YEAR 2015-2024 TRANSIT DEVELOPMENT PLAN (SIC 871)					
E12-WASD-04	1	WS	GOAL CBE 27%	12/03/2013	\$5,500,000.00
CONTRACT ADMINIS. AND CONSTRUCTION MANAGEMENT SERVICES - REPLACEMENT OF THE 54-INCH SANITARY SEWAGE FORCE MAIN PIPELINE WITH A 60-INCH SANITARY SEWAGE FORCE MAIN PIPELINE FROM FISHER ISLAND (UNDER THE NORRIS CUT), TO THE CDWTP AT VIRGINIA KEY (SIC 871)					
E13-SEA-01	1	SP	GOAL CBE 25%	01/21/2015	\$2,200,000.00
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR CIVIL INFRASTRUCTURE ENGINEERING SERVICES (SIC 871)					
EDP-MT-S-CIP097	1	MT	NO MEASURE	12/04/2015	\$197,756.00
TRANSIT MARKET ANALYSIS E-W CORRIDOR					

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MIAMI DADE COUNTY
 Small Business Development
 A&E Firm History Report
 From: 06/20/2011 To: 06/20/2016

PRIMES

FIRM NAME: PARSONS BRINCKERHOFF, INC.
 7300 Corporate Center Dr, Suite 600
 Miami, FL 33126

PROJECT #	CONTRACT #	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
Total Award Amount					\$8,879,036.00
Total Change Orders Approved by BCC					\$0.00

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* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information

**Continuous Professional Services Agreement
Between
Miami-Dade County**

And

Parsons Brinckerhoff, Inc.

For

**Professional Services Agreement for Engineering
Services for Department of Transportation and
Public Works' Capital Improvement Plan**

Contract No: CIP142-TR15-PE1

ISD Project No.: E15-DTPW-04

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ISD PROJECT NO.: E15-DTPW-04

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- D. TRAVEL REQUEST FORM
- E. REIMBURSEABLE (DIRECT) EXPENSES FIXED FEE COSTS
- F. EMPLOYEE’S SALARY RATES

DEFINITIONS:

The following definition and terms are provided as clarification of the provisions for this Professional Services Agreement (P.S.A.).

1. **Approval** is a two-step process as follows: (1) receipt of written notice from the Consultant that all work has been completed and (2) the CE&I Consultant on behalf of the COUNTY has reviewed this work and determined that said work has been fully performed in conformance with the contract documents.
2. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the P.S.A. as singular in number and masculine in gender.
3. **Contracting Officer** is the Director of Department of Transportation and Public Works.
4. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
5. **Consultant** is the legal person (including individuals, firms or entities) contractually responsible for delivering the project design and construction, and includes any person authorized by law to enter into the contract and perform the services requested in this P.S.A.
6. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the project is completed in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the project is being completed accurately and in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
7. **Professional Services Agreement** is an agreement to provide professional or management consulting services such as administration, design, feasibility studies, or legal or technical advice.
8. **Subconsultant** means any and all persons, firms or entities which will be engaged by the Consultant to provide services under this P.S.A. The term is synonymous with "subConsultant".

NON-EXCLUSIVE

PROFESSIONAL SERVICES AGREEMENT

THIS NONEXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2017 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and, Parsons Brinckerhoff, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the Professional Services Agreement for Engineering Services for Department of Transportation and Public Works' Capital Improvement Plan Contract No: CIP142-TR15-PE1, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that Department of Transportation and Public Works (DTPW) shall furnish to the CONSULTANT any plans and any other data available in the COUNTY files pertaining to the work to be performed under this Agreement. The CONSULTANT is responsible to request any and all plans and data not furnished, which the CONSULTANT knows or should know, is necessary or appropriate for the performance of the services described herein.

The COUNTY shall provide the CONSULTANT with access to the project site(s) during CONSULTANT'S scheduled work times.

The Contracting Officer's Representative or his designee of Department of Transportation and Public Works, hereinafter referred to as the "COR", shall issue written authorization to proceed to the CONSULTANT for the work to be performed hereunder. These authorizations are referred to as Work

CONTRACT NO.: CIP 142-TR15-PE1
ISD PROJECT NO.: E15-DTPW-04

Orders. In case of emergency, the COUNTY reserves the right to issue verbal authorizations to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the COR's request prior to the issuance of a Work Order. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The COR shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

SECTION II - PROFESSIONAL SERVICES

The CONSULTANT shall provide technical and operation planning, transit studies, environmental impact statements (including, Categorical Exclusions, Environmental Assessments, Project Development and Environment (PD&E), State Environmental Impact Statement (SEIR) studies) in accordance with the National Environmental Policy Act (NEPA), limited scope design, permitting, engineering inspections, right-of-way support, surveying, structural, geotechnical, industrial, electrical, systems and mechanical engineering, architecture, fire/life/safety consulting, transit services & operations planning assistance, corrosion control, cost estimating, configuration management, and other professional services required for roadway and transit federally, state, or locally funded projects that fall within the standards established under Florida Statutes 287.055.

Upon request by Department of Transportation and Public Works, said services may include, but not be limited to, the following:

1. Short and long-range transit and transportation planning;

2. Environmental impact statements in accordance with the National Environmental Policy Act process (including, Categorical Exclusions, Environmental Assessments, Project Development and Environment (PD&E), State Environmental Impact Statement (SEIR) studies);
3. Design criteria;
4. Quality Assurance/Quality Control plan;
5. Safety and security certifications as required by federal agencies;
6. Support negotiation of full funding grant agreements;
7. Plan and specification reviews including reviews for federal , state, or local compliance, independent bidability, constructability, and maintainability;
8. Design of new projects;
9. Support system engineering;
10. Construction, engineering and inspection;
11. Value engineering;
12. Project cost estimates;
13. Support with fire / life / safety concerns;
14. Support right-of-way engineering and land acquisition including: appraisals, expert witness relocation and closing agents in accordance with Federal, State and local agencies;
15. Utility coordination services;
16. Service and operations planning;
17. Support public involvement activities;
18. Construction claims resolution in accordance with FTA, FHWA, FDOT, and County requirements;
19. Traffic studies;
20. Cost estimate and schedule preparation;
21. Geotechnical engineering and material testing services;
22. Surveying and mapping services;
23. Support development and maintenance of asset management for facilities under DTPW's jurisdiction;
24. Support in grant development and negotiations.

In connection with Professional Services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Work Order. The COUNTY has the right to approve and the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.
- B. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates.
- C. Comply with all federal, state and local laws, regulations and ordinances applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the COR at any time.
- F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided services as to interpretation of documents, correction of errors and omissions and preparations of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction the the CONSULTANT'S errors and omissions.
- H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and

securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

- I. The CONSULTANT shall communicate with the COUNTY by electronic means to the greatest extent possible as directed by the COUNTY.
- J. The CONSULTANT shall develop an effective Quality Assurance Plan in accordance with the latest version of the FHWA and/or FTA Quality Assurance and Quality Control Guidelines incorporated herein by reference. The Quality Assurance Plan shall be submitted to the Engineering, Planning and Development Section of Department of Transportation and Public Works for approval within ten (10) days of the effective date of Notice-to-Proceed. The implementation and maintenance of the Quality Assurance Plan, and other contract requirements will be subject to COUNTY Quality Assurance Audits.

SECTION III - TIME FOR COMPLETION

Services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Work Order from the COR subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order. A reasonable extension of time shall be granted in the event there is a delay to the project or should weather conditions or acts of God render performance of the CONSULTANT'S duties impossible.

SECTION IV - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. FEE AS A MULTIPLIER OF DIRECT SALARY COST AND FIXED HOURLY RATE

1. The fee for engineering 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 following negotiated multipliers (Labor rates are subject to County approval as per paragraph 4 below):

Firm	Office			Field		
	OH	Profit	Multiplier	OH	Profit	Multiplier
Parsons Brinckerhoff, Inc.	154.94%	14.50%	2.9117	115.75%	14.50%	2.4704

The initial overhead rates allowed under this contract for field work shall be 115.75% and for office work is 154.29%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. Once approved, and until a revision is accepted 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.

The maximum direct hourly rate excluding overhead billable under this contract shall not exceed \$85.00, unless authorized by the COR in writing, and shall apply to all employees except Principals, Contract Manager and Deputy Contract Manager. The maximum direct hourly rate for Contract Manager and Deputy Contract Manager, excluding overhead

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billable under this contract, shall not exceed \$90.00, 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.

3. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Senior Inspector. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.
4. 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 hereof as Attachment "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm, and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. Annual rate increases for Principals shall be at a maximum of 5% per year, and subject to approval by the COR in writing, which approval shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals:

PRINCIPALS	HOURLY RATES
Ronald Colas, PE, S.I.	\$170.00

Note: The Maximum compensable hours for the Principal shall not exceed 40 hrs per year. Additional hours must be previously authorized by the COR in writing

B. LUMP SUM FEE

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon between the COUNTY and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. REIMBURSABLE (DIRECT) EXPENSES (SEE ATTACHMENT "E")

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilities, furnishings, vehicles, expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work

completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

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 Dade County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within Dade County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

COUNTY compensation for Subconsultant work shall be in accordance with this Section and Section XII- SUBCONTRACTING.

D. FIXED FEE (SEE ATTACHMENT "E")

The fixed fee which was negotiated at 14.5% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 14.5% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. SURVEYING SERVICES

The CONSULTANT shall be compensated based on the fixed rates based on the most recent negotiated rates for the performance of all land and engineering surveying work required. 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.

F. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed \$11,000,000.

G. EXCEEDING EXPENDITURES

If at any time the CONSULTANT has reason to believe that the expenditures, in the next 60 days, will exceed 75% of the maximum compensation amount for any work order, the CONSULTANT shall notify the COUNTY in writing to that effect. The CONSULTANT shall also provide a revised estimate to complete the work under the applicable work order. The CONSULTANT shall not be obligated to incur costs in excess of the maximum compensation amount for any Work Order or the Agreement.

H. SUBCONSULTANT COMPENSATION

COUNTY compensation for Subconsultant work shall be in accordance with Section XII SUBCONTRACTING.

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly or partial payment to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide with every invoice copies of any records necessary to

substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the COUNTY. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. Payments shall be made in accordance with one of the following methods, as identified in each Work Order:

A. TIME & MATERIALS

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsection IV.

B. LUMP SUM FEE

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments and retainage.

SECTION VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail the scope, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

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SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the satisfaction of the COR who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by the COR or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the DTPW Director, functioning as the Contracting Officer or designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract except issues or disputes related to the CONSULTANT's performance evaluation and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The CONSULTANT and the COUNTY are entitled to a hearing before the Contracting Officer, or his designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses. No depositions will be taken.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision it being understood that the review of the Court

shall be limited to the question of where or not the Contracting Officer's determination was arbitrary or capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation.

SECTION VIII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. 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.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection with the applicable portion of the work.

SECTION X – OFFICIAL NOTICES

Any notices, report or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the COR. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

The CONSULTANT designates the following individuals as the project manager to act as the points-of-contact with the COUNTY and are authorized by the CONSULTANT to receive official notices and submit invoices.

Project Manager – Peter Allibone

SECTION XI - AUDIT RIGHTS

The CONSULTANT hereby agrees that the COUNTY may perform audits of the CONSULTANT's books of accounts and records related to the work. Such audits may be performed at the COUNTY'S discretion.

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below.

The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

In addition to the above requirements, the Secretary of the U.S. Department of Transportation, the Comptroller General of the United States, the State of Florida, or their authorized designee, shall have the right to audit the CONSULTANT's books of accounts and records relating to performance of this Contract at any time within three (3) years following final payment under this Contract and the closing of all other pending matters.

For purposes of verifying that certified cost or pricing data submitted or identified by the CONSULTANT in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the CONSULTANT shall, for a period of three (3) years after Final Acceptance under this Agreement:

- A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
- B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.

C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

The CONSULTANT agrees to insert these audit clauses in all of his subcontracts.

SECTION XII - SUBCONTRACTING

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 COUNTY. Subconsultants included in CONSULTANT's proposal are deemed to be approved by the COUNTY.

The CONSULTANT may, if they so desire and if approved by the COUNTY, employ Special Professional Consultants to assist in performing specialized portions of the work. Payment of such Special Professional Consultants employed at the option of the CONSULTANT and subject to written approval by the COUNTY 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.

The COUNTY may, if it deems such action necessary to the satisfactory and expeditious completion of the authorized work, direct the CONSULTANT to engage the services of a Designated Professional Consultant(s) to assist the CONSULTANT in the performance of specialized portions of the services. The CONSULTANT shall comply with such directive. Employment of such a Designated Professional Consultant(s) at the direction of the COUNTY by Work Order shall constitute additional

services under the provisions of this Agreement and the CONSULTANT shall be reimbursed therefore in accordance with negotiated fees at the time such additional services are requested by the COUNTY.

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

A. SUBCONSULTANTS

- The compensation for services rendered by the Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers:

Firm	Office			Field		
	OH	Profit	Multiplier	OH	Profit	Multiplier
Alpha Construction and Engineering Corporation dba Alpha Corporation	228.21%	14.50%	3.7580	176.41%	14.50%	3.1649
Ambro, Inc.	---	14.50%	---			
Anne Pope Consulting, Inc.	---	14.50%	---			
Caltran Engineering Group, Inc.	181.64%	14.50%	3.2248			
C.A.P. Engineering, Inc.	164.26%	14.50%	3.0258			
Consulting Engineering & Science, Inc.	---	14.50%	---			
Curtis + Rodgers Design Studio, Inc.	---	14.50%	---			
Cyracks Environmental Consulting Services, Inc.	---	14.50%	---			
Gannett Fleming, Inc.	157.03%	14.50%	2.9430			
Glass Land Acquisition Service Specialists, Inc.	179.30%	14.50%	3.1979			
G-T Construction Group, Inc.	---	14.50%	---			

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Janus Research, Inc.	---	14.50%	---			
Lea + Elliott, Inc.	166.50%	14.50%	3.0514			
Longitude Surveyors, LLC.	114.00%	14.50%	2.4503			
Nova Consulting, Inc.	117.50%	14.50%	2.4904			
Perez & Perez Architects Planners, Inc.	---	14.50%	---			
Terracon Consultants, Inc.	189.08%	14.50%	3.3099			
Tindale-Oliver & Associates, Inc.	176.21%	14.50%	3.1626	121.34%	14.50%	2.5344

NOTE: Task involving a very small dollar amount will be considered miscellaneous services. The County may negotiate consultant fees for these services based on County's cost and price analysis

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses
2. The maximum direct hourly rate, excluding overhead, allowed under this contract shall not exceed \$85.00 unless authorized by the COR in writing, and shall apply to all employees except Principals, Contract Manager and Deputy Contract Manager. The maximum direct hourly rate for Contract Manager and Deputy Contract Manager, excluding overhead, allowed under this contract shall not exceed \$90.00 unless authorized by the COR in writing, and shall apply to all employees.

3. The burdened direct labor charges shall constitute full compensation to the Subconsultant 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.

Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Senior Inspector. Overtime is defined as work in excess of 40 hours per week.

Labor rates shall be in accordance with the list of employees and rates supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to COUNTY approval prior to starting work. Annual wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.

Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY

reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY)

The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.\

B. NON-EXCLUSIVITY

Notwithstanding any provision of this non-exclusive agreement, the COUNTY is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other Consultant to perform any professional services as defined herein and the CONSULTANT waives any claim it might have against the COUNTY as a result of the COUNTY electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform any such professional services, except that if the COUNTY retains or utilizes such other Architect, Engineer, Design Professional or other Consultant to perform such services subsequent to the starting date and before the completion date of the agreement of the CONSULTANT, and if the new Consultant is directed to perform the same services, the CONSULTANT shall be entitled to compensation as provided in this Section.

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S COUNTY-approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or

resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S COUNTY-approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the COR may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the COR or by declining to issue Work Orders, as provided in Section VI; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment in accordance with Section IV - COMPENSATION, for those units or sections of work previously authorized plus reasonable costs of termination. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated

by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XIV and SECTION XVI hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's five (5) years effective term shall be compensated in accordance to Section IV hereof.

The contract contains five (5) year option to renew period.

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated on a percentage of the professional services which have been performed at the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Consultant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners principals or subcontractors. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees

which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to Department of Transportation and Public Works, 701 NW 1st Court Miami, FL 33136 Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and Dade County Ordinance 75-46.

B. NONDISCRIMINATION

During the performance of this Agreement, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, marital status, physical handicap or national origin. If requested to do so the CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

The CONSULTANT must make a good faith effort to meet the twenty-two (22%) percent Disadvantaged Business Enterprise (DBE) goal established for this contract and to comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A".

SECTION XXI - AFFIRMATIVE ACTION PLAN

The CONSULTANT's Affirmative Action Plan, as approved by DTPW's Office of Civil Rights, and any approved update thereof, is hereby incorporated as contractual obligations of the CONSULTANT to the COUNTY hereunder. The COR shall undertake and perform the affirmative actions specified herein. The COR may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXII – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions

SECTION XXIII – MONTHLY UTILIZATION PROGRESS REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28, and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. Monthly Utilization Progress Reports (URs) must accompany every invoice. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto as an exhibit. Refer to Affirmative Action Requirements.

SECTION XXIV – PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and interest payments made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

SECTION XXV – ESTIMATE TIME FOR CONTINGENCY

This Agreement contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the CONSULTANT for a time extension for reasons exhibited in Section XV – Duration of Agreement, that affects the critical path schedule of the Agreement or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

SECTION XXVI - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore an estimated Allowance Account of \$1,000,000 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

SECTION XXVII - SCRUTINIZED COMPANY

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SECTION XXVIII – ERRORS AND OMISSIONS

The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the Consultant. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the contract documents prepared by the Consultant will constitute an additional cost to the COUNTY

that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. Indirect costs may include delay damages caused by the error.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the contract documents prepared by the Consultant will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as fifteen percent (15%) of the total direct cost of the change and one hundred percent (100%) of the indirect costs. Indirect costs may include delay damages caused by the omission.

To obtain such recovery, the COUNTY shall deduct from funds due the Consultant in this or any other contract the Consultant may or will have with the COUNTY up to the amount of the Consultant's insurance deductible. Should the damages incurred by the COUNTY exceed the Consultant's insurance deductible, the COUNTY shall look to the Consultant and the Consultant's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

The CONSULTANT shall participate in all negotiations with the Consultant related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY.

SECTION XXIX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

This writing and its' attachments embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

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IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 2017.

ATTEST:

HARVEY RUVIN

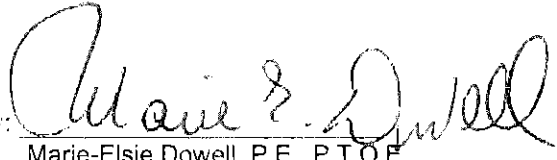
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

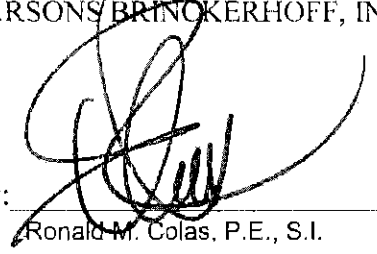
By: _____

By: _____
COUNTY MAYOR

ATTEST:

PARSONS BRINCKERHOFF, INC.

By: 
Marie-Elsie Dowell, P.E., P.T.O.E.
Vice President
Approved by County Attorney

By: 
Ronald M. Colas, P.E., S.I.
Vice President
Senior Area Manager

as to Form and Legal Sufficiency: _____

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Memorandum



To: Honorable Chairman Esteban Bovo, Jr.
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: February 17, 2017

Re: CITT AGENDA ITEM 5D:

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) AWARD A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS' CAPITAL IMPROVEMENT PLAN, CONTRACT NO.: CIP142-1-TR15-PE1, IN AN AMOUNT NOT TO EXCEED **\$22,000,000.00**, INCLUSIVE OF CONTINGENCY ALLOWANCE ACCOUNT; LIMITING SPENDING AUTHORITY FOR WORK ORDERS RELATED TO THE SMART PLAN TO ONE YEAR FROM THE EFFECTIVE DATE OF THIS RESOLUTION UNLESS AN EXTENSION IS GRANTED BY THE COUNTY COMMISSION AND THE CITT; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES (**DTPW – BCC Legislative File No. 170133**)

On February 16, 2017, the CITT voted (8-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 17-020. The vote was as follows:

Hon. Anna E. Lightfoot-Ward, Ph.D., Chairperson – Aye
Glenn J. Downing, CFP®, 1st Vice Chairperson – Absent
Joseph Curbelo, 2nd Vice Chairperson – Aye

Alfred Holzman – Aye
Peter L. Forrest – Absent
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Hon. Linda Zilber – Aye

Oscar Braynon – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Paul J. Schwiep, Esq. – Absent
L. Elijah Stiers, Esq. – Absent

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney

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