

# Memorandum



Date: March 7, 2017

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

Agenda Item No. 8(N)(7)

From: Carlos A. Gimenez  
Mayor

Subject: Contract Award Recommendation for Professional Services Agreement for Engineering Services for Department of Transportation and Public Works/Capital Improvement Plan (2); Contract No: CIP142-1-TPW16-PE1 (1) to Parsons Transportation Group, Inc in the amount of \$11,000,000, 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).**

## **Recommendation**

This Recommendation for Award for Professional Services Agreement Contract No: CIP142-1-TPW16-PE1 (1) to , Parsons Transportation Group, Inc. in the amount of \$11,000,000 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 for Department of Transportation and Public Works' Capital Improvement Plan (2)

PROJECT NO: CIP142-1

CONTRACT NO: CIP142-1-TPW16-PE1 (1)

PROJECT

**DESCRIPTION:** Department of Transportation and Public Works (DTPW) requires professional services for General Consultants 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 implementing the SMART Plan that also includes the Bus Express Rapid Transit Network and emerging technologies such as autonomous vehicle implementation. 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. DTPW intends to retain two (2) consultants under separate, but similar non-exclusive PSA's. Each PSA will be for five (5) years with no minimum amount of work or compensation guaranteed to the selected consultants. The SMART Plan includes the following major Rapid Transit Corridors: North Corridor (NW 27<sup>th</sup> Avenue), Beach Corridor, East-West Corridor (SR-836), South Dade TransitWay, Tri-Rail Coastal Link (North East/FEC Corridor) and the Kendall Corridor.

The Consultant(s) 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.

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

DTPW may request Consultant(s) 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(s) 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(s) 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 Consultant(s) or DTPW staff.

Funding for these services will be provided by Federal funding agencies, 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

**PRIMARY COMMISSION DISTRICT:** Various Districts

<b>PROJECT SITES:</b>	<u>SITE #</u> 3001049	<u>LOCATION</u> Various	<u>DISTRICT</u> Various	<u>AMOUNT</u> \$11,000,000
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**APPROVAL PATH:** Board of County Commissioners

**ISD A&E PROJECT NUMBER:** E16-DTPW-02

**USING DEPARTMENT:** Department Transportation and Public Works

**MANAGING DEPARTMENT:** Department Transportation and Public Works

Fiscal Impact/Funding Source

**FUNDING SOURCES:** Federal Transit Administration 5307 Formula Grant, Florida Department of Transportation Funds, and People's Transportation Plan Bond Program

**OPERATIONS COST IMPACT/FUNDING:** N/A

**MAINTENANCE COST IMPACT/FUNDING:** N/A

**PTP FUNDING:** Yes

**GOB FUNDING:** No

<b>CAPITAL BUDGET PROJECTS:</b>	<u>CAPITAL BUDGET PROJECT # - PROJECT NAME</u> CAPITAL BUDGET PROJECT2000000326 FEDERALLY FUNDED PROJECTS Book Page: 167 Various Capital Projects, included in the FY 2016-17 Proposed Budget and Multi-Year Capital Plan	<u>AMOUNT</u>      \$11,000,000
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**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 - 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 -  
MATERIALS TESTING / CONSULTING / TRAINING
- 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 SURVEY MAPPING - LAND SURVEYING
- Other 15.03 SURVEY MAPPING - UNDERGROUND UTILITY  
LOCATION
- Other 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
- Other 18.00 7
- 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 (S)
- Other 26.00 CLAIMS ANALYSIS SERVICES

**SUSTAINABLE  
BUILDINGS ORDINANCE:** N/A  
(I.O NO. 8-8)

**NTPC'S DOWNLOADED:** 157

**PROPOSALS RECEIVED:** 4

**TOTAL CONTRACT**

**PERIOD:** 1825 Calendar Days  
This PSA shall remain in full force and effect for five years after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the PSA.

**CONTINGENCY PERIOD:** 182 Calendar Days

**OPTION TO RENEW PERIOD:** Five (5) Year Option to Renew

**IG FEE INCLUDED IN BASE CONTRACT:** No

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$10,000,000

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI-DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT
	PSA	10%	\$1,000,000

**TOTAL AMOUNT:** \$11,000,000

Track Record/Monitor

**SBD HISTORY OF VIOLATIONS:** None

**EXPLANATION:** The Request to Advertise was filed with the Clerk of the Board on August 10, 2016, and Revision No. 1 to the Request to advertise was filed on August 16, 2016. The Notice to Professional Consultants was issued on August 26, 2016.

Four (4) proposals were received by the Clerk of the Board on September 15, 2016.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted the First-Tier evaluation on November 15, 2016 to evaluate the proposals received. Kimley-Horn and Associates, Inc. was not pre-qualified or technically certified to perform services for the assigned Technical Category 2.06 – Mass Transit Systems – Mass Transit Safety Certification for System Elements. As such, Kimley-Horn and Associates, Inc. was found non-compliant and was eliminated from further consideration. The remaining responsive three (3) firms were evaluated in accordance with Section 2-10.4 of County Implementing Order 3-34, and Administrative Order 3-39. Local Preference was not applicable to the First-Tier evaluation since all firms were local. The total scores for the top three (3) firms were as follows: Firm No. 1, Parsons Transportation Group,

Inc., received 274 Adjusted Qualitative Points, and a 5 Adjusted Ordinal Score; Firm No. 2, AECOM Technical Services, Inc., received 273 Adjusted Qualitative Points, and a 5 Adjusted Ordinal Score; and Firm No. 3, Metric Engineering, Inc., received 255 Adjusted Qualitative Points, and a 9 Adjusted Ordinal Score.

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 pursuant to Administrative Order 3-39, Section II(C). Based on the above results, the CSC recommended that negotiation be conducted with Parsons Transportation Group, Inc.

Additionally, Parsons Transportation Group, Inc. was found in compliance with the Disadvantage Business Enterprise and Federal Transit Administration (FTA) requirements for the solicitation.

The County Mayor's Designee and the Director of Internal Service Department (ISD) concurred with the CSC and approval to begin negotiations was granted on December 8, 2016. The negotiation meeting was held on December 12, 2016. After negotiations were concluded, Parsons Transportation Group, Inc. agreed to the terms and conditions stipulated in the PSA.

Based on the negotiation results, DTPW recommends proceeding with the award of this PSA.

Information contained in the Capital Improvements Information System database indicates that the County has completed five (5) evaluations for Parsons Transportation Group, Inc. with an overall performance rating of 3.8 points out of a 4.0 possible points.

**SUBMITTAL DATE:** 9/15/2016

**ESTIMATED  
NOTICE  
TO PROCEED:** 2/28/2017

**PRIME  
CONSULTANT:** Parsons Transportation Group, Inc

**COMPANY  
PRINCIPALS:** Kevin Thibault, P.E.

**COMPANY  
QUALIFIER:** Kevin Thibault, P.E.

**COMPANY EMAIL**

**ADDRESS:** kevin.thibault@parsons.com

**COMPANY STREET**

**ADDRESS:** 7600 Corporate Center Drive, Suite 104

**COMPANY CITY-**

**STATE-ZIP:** Miami, FL 33126

**YEARS IN**

**BUSINESS:** 43 years

**PREVIOUS  
CONTRACTS WITH  
COUNTY IN THE**

**LAST FIVE YEARS:** According to the Firm History Report provided by the Internal Services Department, Parsons Transportation Group, Inc. has received one contract from Miami-Dade County valued at \$25,500, with total change orders approved by the Board of County Commission valued at \$1,648,813.38.

**SUB-**

**CONSULTANTS:** 305 Consulting Engineers LLC  
Atkins North America, Inc.  
Bermello, Ajamil and Partners, Inc.  
Cambridge Systematics, Inc.  
E-Sciences, Inc.  
EBS Engineering, Inc.  
Geosol, Inc.  
HBC Engineering Company  
Manuel G. Vera & Associates, Inc.  
Professional Services Industries, Inc.  
SDM Consulting Engineers, Inc.  
U.S. Cost, 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 were 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 related to consultant responsibility. This information is being provided pursuant to Resolution No. R-187-12.

**MINIMUM  
QUALIFICATIONS  
EXCEED LEGAL  
REQUIREMENTS:** Yes

**REVIEW  
COMMITTEE:** SIGNOFF DATE: 7/27/16



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

N/A

**REVIEW  
COMMITTEE  
ASSIGNED  
CONTRACT  
MEASURES:**

TYPE  
DBE

GOAL  
22%

**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 the services of qualified professional personnel to perform project management activities and oversee all phases of a project through implementation to achieve quality, cost and schedule goals. Project management activities include, but are not limited to, day to day coordination with project planners, designers and contractors; regular, timely and effective coordination and communications with DTPW Project Manager/staff, outside governmental agencies, agencies having jurisdiction, and the public.

Additionally, professional services under this request will provide services in connection with the County's 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.

DEPARTMENT  
FINANCE:

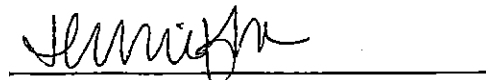
  
DTPW FINANCE OFFICER

12/9/16  
DATE

INDEX CODE(S):

VARIOUS

BUDGET  
APPROVAL  
FUNDS AVAILABLE: 

  
OMB DIRECTOR

12/15/16  
DATE

APPROVED AS TO  
LEGAL  
SUFFICIENCY:

  
COUNTY ATTORNEY

12/15/16  
DATE

DEPARTMENT OF TRANSPORTATION  
AND PUBLIC WORKS CONCURRENCE:

  
DIRECTOR, DTPW

12-14-16  
DATE

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

  
DEPUTY MAYOR

1/9/16  
DATE

CLERK:

CLERK OF THE BOARD  
2017 JAN 18 PM 58  
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)(7)

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)(7)  
3-7-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS' CAPITAL IMPROVEMENT PLAN (2), CONTRACT NO.: CIP142-1-TPW16-PE1 (1), IN AN AMOUNT NOT TO EXCEED \$11,000,000.00, 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 Transportation Group, Inc. to provide Professional Engineering Services for Department of Transportation and Public Works' Capital Improvement Plan (2), Contract No.: C142-1-TPW16-PE1 (1), in the amount of \$11,000,000.00; >>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<<<sup>1</sup>; and authorizes the use of Charter County Transportation Surtax Funds For Such Purposes.

<sup>1</sup> 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 7<sup>th</sup> 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



**MIAMI DADE COUNTY**  
**Small Business Development**  
**A&E Firm History Report**  
 From: 12/08/2011 To: 12/08/2016

PRIMES

FIRM NAME: PARSONS TRANSPORTATION GROUP INC.  
 7600 Corporate Center Dr, Suite 500  
 Miami, FL 33126

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-AV-SR-S103A	1	AV	NO MEASURE	03/13/2014	\$25,500.00
MIA RUNWAY 08L LOCALIZER SHELTER					\$25,500.00
Total Award Amount					\$25,500.00
Total Change Orders Approved by ECC					\$1,648,813.38

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

Exit



### Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
T1	<u>TR05-NCPE</u> WO: 1	PSA	<u>Parsons</u> <u>Transportation</u> <u>Group</u>	7/31/2006	Raquel Rosal	Completion of study or design	<u>4.0</u>
T1	<u>TR05-NCPE</u> WO: 3	PSA	<u>Parsons</u> <u>Transportation</u> <u>Group</u>	6/13/2008	Richard Perelra	Interim	<u>3.2</u>
T1	<u>CIP030-CT1-TR09</u>	PSA	<u>Parsons</u> <u>Transportation</u> <u>Group</u>	10/10/2014	Jesus Valderrama	Interim	<u>3.8</u>
AV	EDP-AV-SR-S103A	EDP	<u>PARSONS</u> <u>TRANSPORTATION</u> <u>GROUP INC.</u>	8/1/2014	Ralph Cutie	Completion of study or design	<u>4.0</u>
PW	EDP-PW-20100650	EDP	<u>PARSONS</u> <u>TRANSPORTATION</u> <u>GROUP INC.</u>	5/11/2015	Liza Herrera	Interim	<u>3.8</u>

Evaluation Count: 5 Contractors: 1 Average Evaluation: 3.8

Exit

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# Memorandum



**Date:** December 7, 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 of Transportation and Public Works  
Professional Services Agreement for Engineering Services for Miami-Dade  
Transit's Capital Improvement Plan (2)  
ISD Project No. E16-DTPW-02

CLERK OF THE BOARD  
2015 DEC -8 AM 11:41  
MIAMI-DADE COUNTY  
CLERK OF THE BOARD

The Competitive Selection Committee has completed the evaluation of the proposals 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.:** E16-DTPW-02

**Project Title:** Professional Services Agreement for Engineering Services for Miami-Dade Transit's Capital Improvement Plan (2)

**Scope of Services Summary:** The Consultant shall perform a wide range of planning, engineering, surveying, architectural, landscaping, technical, management and administrative services as needed to assist in executing projects for the Department of Transportation and Public Works' Capital Improvement Plan and in implementing the Strategic Miami Area Rapid Transit (SMART) Plan that also includes the Bus Express Rapid Transit Network. The Strategic Miami Area Rapid Transit Plan includes the following major Rapid Transit Corridors: North Corridor (NW 27<sup>th</sup> Avenue), Beach Corridor, East-West Corridor (SR-836), South Dade TransitWay, Tri-Rail Coastal Link (North East/FEC Corridor) and the Kendall Corridor.

**Participation Restrictions:** The selected Team/Consultants awarded a Professional Services Agreement for ISD Project No. E15-DTPW-01; Engineering Services for Miami-Dade Transit's Capital Improvement Plan will be precluded from being part of a team awarded this project.

**Term and Estimated Cost of Contract:** The Department of Transportation and Public Works intends to retain two (2) consultants/teams under separate, but identical non-exclusive Professional Services Agreements each for \$11M and an effective term of five (5) years with one (1) five-year option to renew. The estimated total project cost is \$22M, inclusive of all contingencies.

**Disadvantaged Business Enterprise Goal/Measure:** The Department of Transportation and Public Works' Minority Affairs Division established a 22% Disadvantaged Business Enterprise goal.

**Request to Advertise Stamped by the Clerk of the Board:** Request to Advertise stamped received by the Clerk of the Board on August 10, 2016. A revised Request to Advertise



amending the project's descriptions, was stamped by the Clerk of the Board on August 16, 2016.

**Number of Proposal(s) Received:** Three (3) proposals were received on September 15, 2016. One (1) late proposal was received from Metric Engineering, Inc., and it was determined to be responsive by the County Attorney's Office through a Responsiveness Determination memorandum dated October 14, 2016 (copy attached). Kimley-Horn and Associates, Inc. was not pre-qualified or technically certified to perform services for the assigned Technical Category 2.06 – Mass Transit Systems – Mass Transit Safety Certification for System Elements. As such, Kimley-Horn and Associates, Inc. was found non-compliant and was eliminated from further consideration.

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

**Disadvantaged Business Enterprise Compliance Review:** Please see the attached Compliance Review Memorandum dated November 7, 2016.

**First Tier Results:** The First Tier meeting was held on November 15, 2016. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation document. The Competitive Selection Committee elected by majority vote to score and rank the responsive proposers. Please refer to 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 teams. As a result, 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:

- Cristina Amores, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Isabel Padron, Chief of Design and Engineering, Department of Transportation and Public Works
- Carlos Cruz-Casas, Assistant Director, Department of Transportation and Public Works
- Carlos Roa, Transportation Systems Manager, Metropolitan Planning Organization

**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 firms for the purpose of negotiating two (2) non-exclusive professional services agreements for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

**RANKING OF RESPONDENTS**

**Parsons Transportation Group, Inc.**  
Final Ranking – 1  
Adjusted Ordinal Score – 5  
Adjusted Qualitative Points – 274

**AECOM Technical Services, Inc.**  
Final Ranking – 2  
Adjusted Ordinal Score – 5  
Adjusted Qualitative Points – 273

The following team will serve as the alternate:

**Metric Engineering, Inc.**  
Final Ranking – 3  
Adjusted Ordinal Score – 9  
Adjusted Qualitative Points – 255

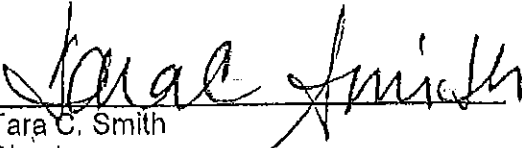
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners in any of the following instances:

- 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.

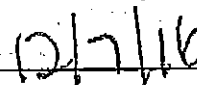
If approved, the Negotiation Committee is to proceed with the contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County and submit the signed contract to be presented to the Board of County Commissioners for final approval no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared explaining all issues 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 professional services agreement and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:

  
\_\_\_\_\_  
Tara C. Smith  
Director

Date



Negotiation Authorization  
Department of Transportation and Public Works  
Professional Services Agreement for Engineering Services for Department of Transportation  
and Public Works Capital Improvement Plan (2)  
ISD Project No. E16-DTPW-02  
Page 4

**Attachments:**

1. List of Respondents
  2. First Tier Tabulation Sheet
  3. Disadvantaged Business Enterprise Compliance Review Memorandum
  4. County Attorney's Office Responsiveness Determination
- c: Alice N. Bravo, Director, Department of Transportation and Public Works  
Competitive Selection Committee  
Clerk of the Board of County Commissioners

FIRST TIER MEETING  
November 15, 2016

MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
Professional Services Agreement for Engineering Services for Miami-Dade Transit's Capital  
Improvement Plan (2)

TABULATION SHEET  
ISD PROJECT NO. E16-DTPW-02

NAME OF FIRM(S)

1 Kimley-Horn ELIMINATED

- 1A - Qualification of firms including team members associated to the project (Max. 50 points)
- 2A - Knowledge and Past Experience of similar type projects (Max. 20 points)
- 3A - Past Performance of the Firms (Max. 20 points)
- 4A - Amount of Work Awarded and Paid by the County (Max. 5 points)
- 5A - Ability of team members to interface with the County (Max 5 points)

Qualitative Points = 0  
Ordinal Scores = 0  
Dropped Ordinal Scores = 0  
Dropped Qualitative Scores = 0  
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  
AECOM TECHNICAL SERVICES INC. (Local Preference)

- 1A - Qualification of firms including team members associated to the project (Max. 50 points)
- 2A - Knowledge and Past Experience of similar type projects (Max. 20 points)
- 3A - Past Performance of the Firms (Max. 20 points)
- 4A - Amount of Work Awarded and Paid by the County (Max. 5 points)
- 5A - Ability of team members to interface with the County (Max 5 points)

Qualitative Points = 94  
Ordinal Scores = 95  
Dropped Ordinal Scores = 1  
Dropped Qualitative Scores = 86  
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

FIRM(S)	COMPETITIVE SELECTION COMMITTEE				SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	Isabel Patron (DTPW)	Carlos Cruz-Casas (DTPW)	Augustin Durand (WASD)	Sergio Negreira (MDAD)								
1 Kimley-Horn ELIMINATED												
2 AECOM TECHNICAL SERVICES INC. (Local Preference)	48	50	48	45	49	48	32	64	454	5	1	2
	18	18	16	18	19	18	12	24				
	20	20	16	15	18	18	12	24				
	1	2	2	3	3	2	1	3				
	5	5	5	5	5	5	3	7				
	92	95	87	86	94							
	1	1	3	2	2							
		95	3	86					273			

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FIRST TIER MEETING  
November 15, 2016

MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
Professional Services Agreement for Engineering Services for Miami-Dade Transit's Capital Improvement Plan (2)

TABULATION SHEET  
ISD PROJECT NO. E16-DTPW-02

3 PARSONS TRANSPORTATION GROUP, INC. (Local Preference)

- 1A - Qualification of firms including team members associated to the project (Max. 50 points)
- 2A - Knowledge and Past Experience of similar type projects (Max. 20 points)
- 3A - Past Performance of the Firms (Max. 20 points)
- 4A - Amount of Work Awarded and Paid by the County (Max. 5 points)
- 5A - Ability of team members to interface with the County (Max. 5 points)

Qualitative Points = 92 89 90 92 96  
Ordinal Scores 2 2 2 1 1  
Dropped Ordinal Scores  
Dropped Qualitative Scores  
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 METRIC ENGINEERING INC. (Local Preference)

- 1A - Qualification of firms including team members associated to the project (Max. 50 points)
- 2A - Knowledge and Past Experience of similar type projects (Max. 20 points)
- 3A - Past Performance of the Firms (Max. 20 points)
- 4A - Amount of Work Awarded and Paid by the County (Max. 5 points)
- 5A - Ability of team members to interface with the County (Max. 5 points)

Qualitative Points = 85 79 91 78 93  
Ordinal Scores 3 3 1 3 3  
Dropped Ordinal Scores  
Dropped Qualitative Scores  
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.

Cristina Amores, ISD Chairperson

COMPETITIVE SELECTION COMMITTEE	SUB-TOTAL					Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	Isabel Patron (DTPW)	Carlos Cruz-Casas (DTPW)	Augustin Durand (WASP)	Sergio Negreira (MDAD)	Carlos Roa (MPO)							
	46	45	47	43	50	46	31	61	459	5	1	
	18	15	19	20	20	18	12	24				
	20	20	17	20	17	19	13	25				
	3	4	3	4	4	4	2	5				
	5	5	4	5	5	5	3	6				
	92	89	90	92	96				274	5	1	
	2	2	2	1	1							
	89	89			96							
	44	40	45	40	49	44	29	58	426	9	3	3
	11	15	17	15	18	15	10	20				
	20	15	19	15	15	17	11	22				
	5	5	5	5	5	5	3	7				
	5	4	4	3	5	4	3	6				
	85	79	91	78	93				255	9	3	3
	3	3	1	3	3							
			1	3	3							
				78	93							

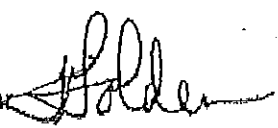
# Memorandum



DATE: November 7, 2016

TO: Jesus Valderrama, Chief  
Transit Contracts

THRU: Nathaniel Surrancy, Manager DBE & ADA  
Office of Civil Rights and Labor Relations

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

SUBJECT: DBE INITIAL COMPLIANCE REVIEW  
Project No.: CIP142-1-TPW16-PE1  
Project Name: Professional Services Agreement for Engineering Services for  
DTPW Capital Improvement Plan (2)

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-referenced project. Proposers were evaluated on two criteria for their bid submittal, which included: 1) completing a Certificate of Assurance form and 2) both Primes and Subcontractors were to complete registration in the DBE Software (MyLCM).

The following table is provided for your review and consideration when selecting a proposer:

PROPOSERS	CERTIFICATION OF ASSURANCE	ALL PARTICIPANTS REGISTERED IN DTPW DBE SOFTWARE
KIMLEY-HORN AND ASSOCIATES, INC.	YES	NO
AECOM TECHNICAL SERVICES, INC.	YES	YES
PARSONS TRANSPORTATION GROUP	YES	NO
METRIC ENGINEERING, INC.	YES	NO

All proposers completed the Certificate of Assurance Form; however, only Aecom Technical Services, Inc. was successful in ensuring they and all of their subcontractors were registered in DTPW's DBE Software. The remaining proposers did not comply with the requisite conditions for the Initial submittal and may be deemed non-responsive. Proposers who failed to meet either requirement in their bid submittal, will be required to cure such issue(s) prior to Negotiation/Award. The DBE goal for this project is 22%.

c: Ivonne Andres, Manager  
MDT Contracts



MIAMI DADE COUNTY  
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: Professional Services Agreement for Engineering Services for the Department of Transportation and Public Works Capital Improvement Plan (2)

ISD Project No.: E16-DTPW-02

Measures: 22% DBE

No. of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 09/15/2016

Team No.: 1

Prime Name: KIMLEY-HORN AND ASSOCIATES, INC.

Prime Local Preference: Yes

FEIN No.: 560885615

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. HNTB CORPORATION		431623092
b. PEREZ & PEREZ ARCHITECTS PLANNERS, INC.		592400309
c. PMA CONSULTANTS, LLC		383327768
d. TRANSIT SYSTEMS ENGINEERING, INC.		472679193
e. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
f. TIERRA SOUTH FLORIDA, INC		200282450
g. NOVA ENGINEERING AND ENVIRONMENTAL LLC		260347209
h. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
i. EBS ENGINEERING, INC.		650492113
j. CONNETICS TRANSPORTATION GROUP, INC.		202342464
k. LTK CONSULTING SERVICES, INC.		232309997
l. GLASS LAND ACQUISITION SERVICE SPECIALISTS, INC.		650577417
m. BOOTHE TRANSIT CONSULTING, LLC		473532115
n. INFINITE SOURCE COMMUNICATIONS GROUP, LLC		270403430
o. JANUS RESEARCH, INC.		591913512

*NO COMPLAINT*



MIAMI DADE COUNTY  
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: Professional Services Agreement for Engineering Services for the Department of Transportation and Public Works Capital Improvement Plan (2)

ISD Project No.: E16-DTPW-02

Measures: 22% DBE

No. of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 09/15/2016

Team No.: 2

Prime Local Preference: Yes

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

FEIN No.: 952661922

Trade Name:

Sub-Consultants 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. PMA CONSULTANTS, LLC		383327768
j. MANUEL G. VERA & ASSOCIATES, INC.		591741639
k. GOAL ASSOCIATES, INC.		464649215
l. PROGRAM CONTROLS, INC.		043640855
m. CREATIVISION MEDIA, INC.		522389856





**MIAMI DADE COUNTY  
INTERNAL SERVICES DEPARTMENT**

**LIST OF RESPONDENTS**

**ISD Project Name:** Professional Services Agreement for Engineering Services for the Department of Transportation and Public Works Capital Improvement Plan (2)

**ISD Project No.:** E16-DTPW-02

**Measures:** 22% DBE

**No. of Agreements:** 1

**Contract Type:** PROJECT SPECIFIC

**Submittal Date:** 09/15/2016

**Team No.:** 3

**Prime Local Preference:** Yes

**Prime Name:** PARSONS TRANSPORTATION GROUP INC.

**FEIN No.:** 360882270

**Trade Name:** DE LEUW, CATHER & COMPANY, INC.

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. 305 CONSULTING ENGINEERS LLC		462245961
b. ATKINS NORTH AMERICA, INC.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)	590896138
c. BERMELLO, AJAMIL & PARTNERS, INC.		591722486
d. CAMBRIDGE SYSTEMATICS, INC.		042505095
e. E SCIENCES, INCORPORATED		593667002
f. EBS ENGINEERING, INC.		650492113
g. GEOSOL, INC.		650997886
h. HBC ENGINEERING COMPANY		223936061
i. MANUEL G. VERA & ASSOCIATES, INC.		591741639
j. PROFESSIONAL SERVICE INDUSTRIES, INC.		370962090
k. SDM CONSULTING ENGINEERS, INC.		592346110
l. U.S. COST INCORPORATED DBA RIB U.S. COST		581827672
m. HOLT COMMUNICATIONS, INC.		161754464

**Team No.:** 4

**Prime Local Preference:** Yes

**Prime Name:** METRIC ENGINEERING INC.

**FEIN No.:** 591685550

**Trade Name:**

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. GEOSOL, INC.		650997886
b. MANUEL G. VERA & ASSOCIATES, INC.		591741639
c. ARCHITECTS INTERNATIONAL, INC.		592032355
d. MARLIN ENGINEERING, INC.		650279601
e. 305 CONSULTING ENGINEERS LLC		462245961
f. MARTIN - VILATO ASSOCIATES, INC.		592123300
g. PMA CONSULTANTS, LLC		383327768
h. ROSENBERG DESIGN GROUP, INC. DBA ROSENBERG GARDNER DESIGN	DBA ROSENBERG GARDNER DESIGN	650410637
i. PLUSURBIA, LLC		272163647
j. TIERRA SOUTH FLORIDA, INC		200282450
k. PROFESSIONAL SERVICE INDUSTRIES, INC.		370962090

# Memorandum



Date: October 14, 2016

To: Curt Williams  
Sr. A&E Consultant Selection Coordinator  
Internal Services Dept., Procurement Management Division

From: Hugo E. Benitez  
Assistant County Attorney

Subject: Request for Responsiveness Determination  
ISD Project No. DB16-DTPW-02; Capital Improvement Plan (2)

On behalf of the Internal Services Department, you inquire whether the County may accept a late filed proposal issued in connection with the County's solicitation of professional services pursuant to a Notice to Professional Consultants ("NTPC"). For the reasons set forth below, we conclude that the County may consider the late filed proposal.

## FACTS

We rely on the chronology of events set forth in your memorandum of September 19, 2016. The referenced NTPC established a proposal-submittal deadline of September 15, 2016 at 3:30. Three proposals were submitted prior to the deadline; a fourth was submitted at 3:59, twenty-nine minutes late. You inquire whether the County may accept the fourth proposal.

## DISCUSSION

Based on the facts set forth above the County may, in the exercise of its discretion, accept the late filed proposal.

In general, a proposal may be rejected if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. *See Robinson Electric v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). There is a two part test to determine whether a noncompliance is material: (1) whether the effect of the waiver would deprive the government of the assurance that the contract would be entered into, performed and guaranteed in accordance with the requirements of the solicitation and (2) whether it would place a proposer in a position of advantage over other proposers. *Id.*

Applying those principles to the situation under review, we conclude that the County may consider the late filed proposal. Of particular importance to this opinion is that this is a solicitation of qualifications under the Consultants Competitive Negotiation Act, governed by Section 287.055 of the Florida Statutes, and Section 2-10.4 of the Code of Miami-Dade County. As such, there is no consideration of price in the selection process, and no opportunity that any prior disclosure of prices would confer a material advantage to the late proposer. The qualifications of the proposer are not affected by the short delay.

Curt Williams  
Sr. A&E Consultant Selection Coordinator  
Internal Services Dept. - Procurement  
October 14, 2016  
Page 2

For these reasons, this office has opined in the past that the County may receive late proposals in connection with architectural solicitations; *Opinion dated October 13, 2005* (Late filed proposal South Miami Dade Cultural Arts Center); and qualitative solicitations generally; *Opinion dated March 1, 2012* (Late proposal Head Start Program Services), *Opinion dated April 26, 2006* (Security Guard and Screening Services) provided they are received after the submittal deadline but before the close of business. See also *Air Support Services Inc. v. Dade County*, 614 So.2d 583 (Fla. 3d DCA 1993)(allowing for late filed bids); *Hewitt Contracting Co., Inc. v. Melbourne Regional Airport Authority*, 528 So. 2d 122 (Fla. 5<sup>th</sup> DCA 1988) (late filed bid may be accepted where late bidder does not gain material advantage).

Please call me if you have any questions.

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

**Parsons Transportation Group, Inc.**

**For**

**Professional Services Agreement for Engineering  
Services of Miami-Dade Transit Capital  
Improvement Plan (2)**

**Contract No.: CIP142-1-TPW16-PE1 (1)**

**ISD Project No.: E16-DTPW-02**

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EXHIBITS

- A. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
- B. FEDERAL REQUIREMENTS
- C. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
- D. TRAVEL REQUEST FORM (N/A - NEGOTIATED AT WORK ORDER LEVEL)
- E. REIMBURSEABLE (DIRECT) EXPENSES (N/A - NEGOTIATED AT WORK ORDER LEVEL)
- F. EMPLOYEE'S SALARY RATES (N/A - NEGOTIATED AT WORK ORDER LEVEL)
- G. LOCAL ORDINANCES, RESOLUTION
- H. DETAILED SCOPE OF WORK (N/A - NEGOTIATED AT WORK ORDER LEVEL)

## DEFINITIONS

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

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the PSA as singular in number and masculine in gender.
2. **Contracting Officer** is the Director of Department of Transportation and Public Works.
3. **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.
4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services 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 CONSULTANT performs the Services 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.
5. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the CONSULTANT to provide services under this PSA. The term is synonymous with "Subconsultant".
7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.
8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

**NON-EXCLUSIVE**

**PROFESSIONAL SERVICES AGREEMENT**

THIS NON-EXCLUSIVE 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 Transportation Group, 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 Continuous Professional Services Agreement Between Miami-Dade County And Parsons Transportation Group, Inc., For Professional Services Agreement for Engineering Services of Miami-Dade Transit Capital Improvement Plan (2), Contract No.: CIP142-1-TPW16-PE1(1), ISD Project No.: E16-DTPW-02, 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.

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The Contracting Officer's Representative or his designee of DTPW, 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 Orders. In case of emergency, the COUNTY reserves the right to issue verbal authorizations to the CONSULTANT with the understanding that written confirmation within 72 hours.

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, compensation method and fee for services to be rendered pursuant to this Agreement.

## **SECTION II - PROFESSIONAL SERVICES**

Department of Transportation and Public Works (DTPW) requires the professional services for two General Consultants (Consultant "s") 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 implementing the Strategic Miami Area Rapid Transit (SMART) Plan that also includes the Bus Express Rapid Transit Network. The SMART Plan includes the following major Rapid Transit Corridors: North Corridor (NW 27<sup>th</sup> Avenue), Beach Corridor, East-West Corridor (SR-836), South Dade TransitWay, Tri-Rail Coastal Link (North East/FEC Corridor) and the Kendall Corridor.

Note: This is a Work Order driven PSA and all work must be completed in accordance with all applicable local, state and federal requirements.

Upon request by the 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 in accordance with federal requirements;
2. Environmental impact statements for transit projects in accordance with the National Environmental Policy Act process;
3. Design criteria services;
4. Quality Assurance/Quality Control plan;
5. Safety and security certifications;
6. Support negotiation of full funding grant agreements with FTA;
7. Plan and specification reviews including reviews for federal compliance, independent bidability, constructability, and maintainability;
8. Design services;
9. Support system engineering;
10. Construction engineering and inspection services;
11. Value engineering services;
12. Support with fire / life / safety concerns;
13. Support right-of-way engineering and land acquisition including: three appraisals per contract, expert witness relocation and closing agents;
14. Utility coordination services;
15. Service and operations planning;
16. Support public involvement activities;
17. Construction claims resolution services;
18. Traffic studies;
19. Cost estimate and schedule preparation;
20. Bridge inspection services including concrete segmental bridge inspection;
21. Load rating services;
22. Geotechnical engineering and material testing services;
23. Surveying and mapping services;
24. Other ancillary designs and tasks as directed by DTPW.

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 perform within the term specified in the applicable Work Order. The COUNTY has the right to approve 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 to the COUNTY 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 to the COUNTY the final work products upon incorporation of any modifications requested by the COUNTY during any previous review and comments resolution process.
- 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 of 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, at the time of contract execution, of the Federal 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 DTPW 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 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 or other events of force majeure 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 CONSULTANTS 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):

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Parsons Transportation Group, Inc.	124.47%	10%	2.4692	101.22%	10%	2.2134

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 101.22% and for office work is 124.47%. 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 statements 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 \$75.00 per hour, unless authorized by the COR in writing, and shall apply to all employees except Principals and Project Manager. The maximum direct hourly rate for the Project Manager, excluding overhead billable under this contract, shall not exceed \$85.00, unless authorized by the COR in writing. Additionally, the maximum direct hourly rate, excluding overhead billable under the contract, for Patrick Prozillo, who is the current

Project Manager, shall not exceed \$113.89, 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 Project Engineer or Project Architect, unless classified as exempt. Overtime, is defined as work on this project 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" (to be established at the time of negotiation of each work assignment) 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

Firm	Principals	Hourly Rate
Parson Transportation Group	Kevin Thibault	\$125.00

Note: CONSULTANT shall not bill for more than 40 hours per year. Additional hours must be previously authorized by the COR.

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 EXHIBIT "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 EXHIBIT "E")**

The fixed fee which was negotiated at 10% 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 10% 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 AND GEOTECHNICAL 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 Department of Transportation and Public Works.



**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 immediately notify the COUNTY in writing to that effect. Failure to comply with this requirement may forfeit payments for authorized overruns. 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 Contract ceiling except at the request of the COUNTY and proper execution of a Supplemental 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 payments to the CONSULTANT for all authorized work performed during the previous 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

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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.

**RETENTIONS (Applies to all Methods of Payment)**

The COUNTY may retain a portion of each invoice equal to five percent (5%) of the amount due for burdened labor, principal labor and fixed fee only, accrued by the CONSULTANT during the period covered by such invoice. The CONSULTANT shall provide for similar retention in all of its subcontracts. Upon completion and acceptance by the COUNTY of the services covered by each work order, the retention held for each work order shall be released to the CONSULTANT. The County, at any time after 50 percent of the work has been completed and finds that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. Also, whenever the Work is Substantially Complete, the County, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Consultant all or a portion of such excess amount.

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## **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.

## **SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION**

All services shall be performed by the CONSULTANT to the Standard of Care as referenced in Section XXIX (B) and to the satisfaction of the COR who shall decide on 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 COR 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 on 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 whether 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 pre-existing 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 upon CONSULTANT receiving payment in full for services satisfactorily performed. 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. The CONSULTANT will not be liable for reuse by the COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

#### **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 individual as the project manager to act as the point-of-contact with the COUNTY and is authorized by the CONSULTANT to receive official notices and submit invoices:

Parsons Transportation Group, Inc.  
Patrick Porzillo  
7600 Corporate Center Drive, Suite 104  
Miami, Fl 33126  
patrick.porzillo@parsons.com

## 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 the 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**

1. 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	OIR	OFFICE OP MARGIN	MULTIPLIER	OIR	FIELD OP MARGIN	MULTIPLIER
305 Consulting Engineers, LLC <sup>1</sup>	86.23%	10%	2.0485			
Atkins North America, Inc.	147.94%	10%	2.7273	121.46%	10%	2.4361
Bermello, Ajamil & Partners, Inc. <sup>1</sup>	131.80%	10%	2.5498	87.16%	10%	2.0588
Cambridge Systematics, Inc.	230.04%	10%	3.6304	153.48%	10%	2.7883
E Sciences, Incorporated <sup>1</sup>	157.04%	10%	2.8274			
EBS Engineering, Inc.	324.94%	10%	4.6743			
Geosol, Inc.	217.45%	10%	3.4920			

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HBC Engineering Company	134.74%	10%	2.5821	110.22%	10%	2.3124
Holt Communications, Inc. <sup>2</sup>						
Manuel G. Vera & Associates, Inc.	126.68%	10%	2.4935			
Professional Service Industries, Inc.	183.741%	10%	3.1208			
SDM Consulting Engineers, Inc. <sup>2</sup>						
U.S. Cost Incorporated, d/b/a, Rib U.S. Cost <sup>1</sup>	128.12%	10%	2.5093	95.86%	10%	2.1545

<sup>1</sup> Independent Audit in accordance with applicable Sections of Part 31, FAR.

<sup>2</sup> Considered for minor role only

NOTE #1 : 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.

NOTE #2 : The CONSULTANT shall be compensated for Geotechnical and Testing Services based on negotiated rates established in the most recent contract with the Miami-Dade Public Works Department.

2. 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

3. The maximum direct hourly rate, excluding overhead, allowed under this contract shall not exceed \$75.00 unless authorized by the COR in writing, and shall apply to all employees. 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.
4. 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 Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.
5. Labor rates shall be in accordance with Exhibit "F" 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.
6. 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.

7. 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.
8. 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.

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## SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of (1,825) Calender Days after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement; whichever occurs first.

The contract contains a one-time five (5) year option to renew period excercised at the sole discretion of the County, and shall comply with the original terms and conditions, and any amendments thereof.

Actual completion of the services hereunder may extend beyond such term provided that action is taken in accordance with any of the methods described under Subsections A through C below:

(A) Method One – A time extension is provided for additional unforeseen work performed outside the scope of the original Agreement that affects the work schedule or previously approved changes using contingency time allocated in the Contract award memo.

(B) Method Two – A time extension is provided for additional unforeseen work performed outside the scope of the original Agreement that affects the work schedule or previously approved changes and is approved via a formal Supplemental Agreement.

(C) Method Three – A work order (or multiple work orders) has been issued prior to the Agreement's original expiration date that clearly states the tasks, method of payment, dollar amount, and work order expiration date.

Once a revised Agreement or a new work order expiration date has been approved in accordance with one of the methods described above, the Agreement completion date shall be based on either the revised expiration date or the date that all funding has been expended, whichever occurs first.

**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 be compensated on a percentage of the professional services which have been performed and found acceptable to the County prior to 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**

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The CONSULTANT shall pay liabilities and losses in connection therewith and shall defend and pay all costs, judgments and attorney's fees for such claims which are finally determined to have been

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caused by the CONSULTANT'S negligence, recklessness or intentionally wrongful conduct of the CONSULTANT or its employees or agents. The CONSULTANT expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify and hold harmless the COUNTY and its officers, employees, and defend as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

This Section shall survive expiration or termination of this AGREEMENT.

The CONSULTANT shall furnish to Department of Transportation and Public Works, Attn.: Ivonne Andres, 701 N.W. 1<sup>st</sup> Court, 15<sup>th</sup> Floor, 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 \$300,000 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 \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this agreement.

## **SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS**

The CONSULTANT and Subconsultants agree to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.
- B. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:
  - (1) A source of income statement;
  - (2) A current certified financial statement;



(3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

C. The CONSULTANT further agrees to comply with the requirements of the County, State and Federal Ordinances, Resolutions and/or Regulations.

For a listing of the County and State Ordinances, Resolutions and/or Regulations, see EXHIBIT "G".

Refer to Exhibit "B" for Federal Requirements and Provisions.

The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. In the event any ordinance or resolution potentially impacting price is adopted by the Board subsequent to completions of negotiations but prior to adoption of this contract by the Board, CONSULTANT may seek adjustment of the contract price. Failure on the part of the CONSULTANT to notify the COUNTY of its intent to seek an adjustment to the contract price prior to the Contract approval of the the Board shall constitute a waiver of any such claims or adjustments.

#### **SECTION XIX - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

**SECTION XX - EQUAL OPPORTUNITY**

**A. EQUAL EMPLOYMENT OPPORTUNITY**

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, marital status, physical handicap, place of birth or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, marital status, physical handicap or national origin. Evidence of such actions shall be reported on forms supplied by the COUNTY.

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 REQUIREMENTS**

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 - UTILIZATION 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

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Contract No.: CIP142-1-TPW16-PE1 (1)

Agreement or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department project manager, 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 Department of Transportation and Public Works 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, if Construction Engineering Inspection (CEI) services are exercised, 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

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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. The COUNTY shall obtain recovery of the additional cost of construction for all errors caused by the CONSULTANT should the sum of the total additional constructions for errors in total exceed five percent (5%) of the total construction cost. 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

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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 extent of the CONSULTANT'S liability to the COUNTY shall be in accordance with Florida Statute 725.08.

## **SECTION XXIX - MISCELLANEOUS**

**A. Force Majeure.** For the purposes of delay and events of force majeure under Section III, and event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, closure of transportation systems.

**B. Standard of Care.** Notwithstanding any other provisions to the contrary, in the performance of its Services, CONSULTANT shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period. COUNTY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. CONSULTANT is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

**C. Responsibility for Others.** CONSULTANT shall be responsible to COUNTY for CONSULTANT Services and the services of CONSULTANT Subconsultants. CONSULTANT shall not be responsible for

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the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**D. Cost Estimates.** CONSULTANT's opinions of construction and materials costs estimates provided herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the costs of labor, materials, equipment, or services furnished by others, or over any CONSULTANT's methods of determining prices or over competitive bidding, or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by CONSULTANT.

**E. No Third Party Rights.** This Agreement shall not create any rights or benefits to parties other than COUNTY and CONSULTANT.

**F. Right of Entry.** COUNTY grants to CONSULTANT, and, if the project site is not owned by COUNTY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

**G.** The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the services under a Work Order ("Modification"). In the event the Parties agree to a Modification to add additional services, or to make other modifications to the services, CONSULTANT's compensation, the schedule and any other relevant terms and conditions to the applicable Work Order shall be equitably adjusted prior to performance of such services.

H. In no event shall either party, affiliates and subsidiaries or their respective director, officers or employees be liable to the other for any indirect, incidental, special consequential or punitive damages whatsoever (including, without limitations, lost profits, loss of revenue, loss of use or interruption of Business) arising out of or related to this agreement, even if advised of the possibility of such damages.

I. Pursuant to Florida Statute Section 558.0035, under no circumstances shall any present or future, direct or indirect, officers, directors, participants, advisors, managers, employees, agents or affiliates of designer, or any of their heirs, successors or assigns, be individually held liable for negligence.

### **SECTION XXX - 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 Exhibits 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.

*04*



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: \_\_\_\_\_

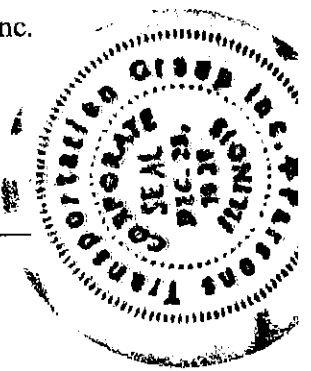
By: \_\_\_\_\_  
COUNTY MAYOR

ATTEST:

\_\_\_\_\_  
Parsons Transportation Group, Inc.  
(Corporate Seal)

By: \_\_\_\_\_

By: *Paul H. Pozillo*



Approved by County Attorney

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 *Charles Scurr*

**Date:** February 17, 2017

**Re: CITT AGENDA ITEM 5C:**  
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) AWARD A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS' CAPITAL IMPROVEMENT PLAN (2), CONTRACT NO.: CIP142-1-TPW16-PE1 (1), IN AN AMOUNT NOT TO EXCEED \$11,000,000.00, 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. 170134)

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. 17-019. The vote was as follows:

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

*CLC*