

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: February 2, 2021

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving a Contract Award for professional services with A&P Consulting Transportation Engineers, Corp. in a total amount not to exceed \$19,996,900.00, to provide General Engineering Consulting Services for Traffic Signals Operations for the Department of Transportation and Public Works (Project No. E19-DTPW-01; Contract No. 20190029) and authorizing the County Mayor to execute the agreement

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
Successor County Attorney

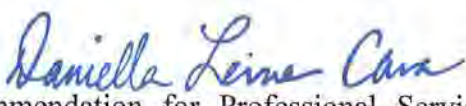
GBK/jp

Memorandum



Date: February 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
And Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Contract Award Recommendation for Professional Services Agreement to provide General Engineering Consultant Services for Traffic Signal Operations for the Department of Transportation and Public Works.
Project No. E19-DTPW-01; Contract No. 20190029

Recommendation

This Recommendation for Award for Professional Services Agreements (PSA) for General Engineering Consultant Services for the Department of Transportation and Public Works Project No. E19-DTPW-01; Contract No. 20190029 between Miami-Dade County (County) and the consulting firm A&P CONSULTING TRANSPORTATION ENGINEERS, CORP. has been prepared by DTPW and is recommended for approval by the Board of County Commissioners (Board).

This Contract Award Recommendation is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f).

Scope

PROJECT NAME: General Engineering Consultant Services for Traffic Signal Operations

PROJECT NO: E19-DTPW-01

CONTRACT NO: 20190029

CONTRACT DESCRIPTION: DTPW has the need to establish one (1) non-exclusive Professional Service Agreement (PSA) to provide General Engineering Services for Traffic Signals Operations.

No minimum amount of work or compensation will be guaranteed. Depending on funding availability, additional projects may be added. People's Transportation Plan (PTP) funds are not anticipated to be used. Should PTP funds be utilized and work authorizations provided under this PSA is for Construction Contracts will require that each work order be submitted to the Board and CITT for approval to use PTP funds.

A detailed Scope of Services is provided in Exhibit A.

PROJECT

LOCATION: Countywide

**PRIMARY
COMMISSION**

DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners (BCC)

ISD A&E PROJECT

NUMBER: E19-DTPW-01

USING

DEPARTMENT: DTPW

MANAGING

DEPARTMENT: DTPW

Fiscal Impact/Funding Source

The Fiscal Impact will be approximately \$19,996,900.00. The proposed agreement qualifies under the allowable work categories included under Road Impact Fees of Project #608400 ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS) – PHASE 3-Countywide, of the FY 20-21 Adopted Budget and Multi-Year Capital Plan, Vol 2 Transportation and Public Works and will be funded through Road Impact Fees.

PROJECT SITES:	SITE	LOCATION
	S3000057	ATMS in RIF District 01
	S3000058	ATMS in RIF District 02
	S3000060	ATMS in RIF District 03
	S3000733	ATMS in RIF District 04
	S3000061	ATMS in RIF District 05
	S3000062	ATMS in RIF District 06
	S3000063	ATMS in RIF District 07
	S3000064	ATMS in RIF District 08
	S3000065	ATMS in RIF District 09

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

**PROJECT
TECHNICAL
CERTIFICATION
REQUIREMENTS:**

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES
Prime	3.07	HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING
Prime	3.08	HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION
Prime	3.11	HIGHWAY SYSTEMS-SIGNALIZATION
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Sub	11.00	GENERAL STRUCTURAL ENGINEERING
Sub	13.00	GENERAL ELECTRICAL ENGINEERING
Sub	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Sub	16.00	GENERAL CIVIL ENGINEERING
Sub	19.03	VALUE ANALYSIS AND LIFE-CYCLE COSTING - HIGHWAY SYSTEMS

**ESTIMATED
CONTRACT
PERIOD:**

2555 Days

**ESTIMATED
CONTINGENCY
PERIOD:**

255 Days

**IG FEE INCLUDED IN
BASE CONTRACT:**

No

SEA LEVEL RISE: In accordance with Ordinance 14-79 (Sea Level Rise), adopted September 3, 2014, the impact of sea level rise was considered and found to be non-applicable to the subject contract.

**SUSTAINABLE
BUILDING
PROGRAM:**

Ordinance 07-65 and Implementing Order 8-8 (Sustainable Buildings Program) are not applicable to the subject contract.

ART IN PUBLIC

PLACES: No. The Miami-Dade Art in Public Places Ordinance was reviewed and found to be non-applicable to the subject contract.

BASE ESTIMATE: \$18,179,000.00

CONTINGENCY	<u>TYPE</u>	<u>PERCENT</u>	<u>AMOUNT</u>
ALLOWANCE:	PSA	10%	\$1,817,900.00

(SECTION 2-8.1

MIAMI-DADE

COUNTY CODE)

TOTAL AMOUNT: \$19,996,900.00

Track Record/Monitor

EXPLANATION: Not applicable – will be provided at the time of award.

MINIMUM

QUALIFICATIONS

EXCEED LEGAL

REQUIREMENTS: The Prime Consultant is preferred to have completed two (2) projects of similar work as described above over the past ten (10) years. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above.

REVIEW

COMMITTEE: **MEETING DATE:** 06/30/2020 **SIGNOFF DATE:** N/A

APPLICABLE

WAGES

(RESOLUTION

NO. R-54-10): Yes

REVIEW

COMMITTEE

ASSIGNED

CONTRACT

MEASURES:	<u>TYPE</u>	<u>GOAL</u>
	SBE-A/E	10%

MANDATORY

CLEARING

HOUSE: Yes

CONTRACT

MANAGER: Frank Aira (305) 679-0002 airaf@miamidadegov


PROJECT

MANAGER: Evelin Legcevic (305) 679-0042 evelin.legcevic@miamidade.gov

Background:

Miami Dade County is in the process of upgrading its existing Advanced Traffic Management System (ATMS) and traffic signal controllers. The Consultant selected under this Professional Service Agreement will perform Construction Engineering Inspections to RFP No. 01058, Advance Traffic Management System, and will provide general engineering services for Traffic Signals and Signs related tasks. The agreement is for a seven-year period with the option to renew two 2-year terms.

DEPARTMENT
FINANCE:


Robert Villar (Dec 3, 2020 15:24 EST)

Dec 3, 2020

DTPW BUDGET

DATE

INDEX CODES:	CPEMT01ATMS	\$ 3,172,841.00
	CPEMT02ATMS	\$ 5,159,200.00
	CPEMT03ATMS	\$ 3,332,817.00
	CPEMT04ATMS	\$ 446,597.00
	CPEMT05ATMS	\$ 2,352,969.00
	CPEMT06ATMS	\$ 1,733,065.00
	CPEMT07ATMS	\$ 746,551.00
	CPEMT08ATMS	\$ 1,439,777.00
	CPEMT09ATMS	\$ 1,613,083.00

KC
KC

BUDGET
APPROVAL
FUNDS AVAILABLE:



OMB DIRECTOR

Dec 4, 2020

DATE

APPROVED AS TO
LEGAL SUFFICIENCY:


Bruce Libhaber (Dec 3, 2020 15:47 EST)

COUNTY ATTORNEY

Dec 3, 2020

DATE

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


COUNTY MAYOR'S
DESIGNEE

12/7/20
DATE

CLERK:

DATE

EXHIBIT A
SCOPE OF SERVICES
GENERAL ENGINEERING CONSULTANT SERVICES FOR TRAFFIC SIGNAL
OPERATIONS
ISD PROJECT NO. E19-DTPW-01 DTPW CONTRACT No. 20190029

Miami Dade County is in the process of upgrading its existing Advanced Traffic Management System (ATMS) and traffic signal controllers. The Consultant selected under this Professional Service Agreement will perform Construction Engineering Inspections to RFP No. 01058, Advanced Traffic Management System, and provide general engineering services for Traffic Signals and Signs related tasks.

The Consultant will primarily support the Traffic Signals and Signs Division (TSS) with the Advanced Traffic Management System (ATMS) Project, herein after referred to as the "ATMS Project", by providing the following services and to ensure the successful execution and delivery of the project:

- Project Management Support
- Construction Management
- Contract Management
- Traffic Engineering Support
- Intelligent Transportation System (ITS)
- Public Involvement Support
- Plans Review

The ATMS Project consists of a Countywide upgrade of its existing ATMS and traffic signal controllers; fully actuating all signalized intersections; and implementation of traffic engineering solutions such as Adaptive and Traffic Responsive Signal Control. The Consultant shall provide a wide range of engineering, inspection, technical, management and administrative services as needed to assist with ATMS Project oversight and on-going traffic signal operations.

The Consultant will supplement County resources by providing highly qualified technical and professional personnel to perform the duties assigned under the terms of this agreement. The Consultant shall minimize the use of County resources when performing assignments issued by the County.

Additional services may include, but is not limited to, the following:

- Minor Design Services
- In-House Operational Support
- Preparation of technical specifications and documents supporting traffic signal operations

The County may request Consultant services on an as needed basis through the issuance of a Task Work Order for the required work. There is no guarantee that any or all of the services described in this solicitation will be assigned during the term of the Agreement. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

The Scope of Services more specifically may include but not be limited to the following:

ATMS PROJECT RELATED SERVICES

A. Project Management and Support for the ATMS Project

Consultant support for Project Management tasks required to ensure the successful execution and delivery of the ATMS Project. This includes, but is not limited to, supporting the County with the following project management responsibilities:

1. Review and track project schedule

The project schedule is intended to be a working document used by the Contractor to plan and direct the project. The project schedule is a management and communications tool that will be used to anticipate and prevent problems from occurring. These issues are to be discussed during monthly progress meetings. The following scheduling tasks are to be performed.

- a. Review Contractor proposed work schedule and ensure accordance with contract documents. The following items should be checked:
 - i. The schedule reflects the phases in the MOT plan
 - ii. Activities are broken-out by phase/task
 - iii. Phases are in correct sequence
 - iv. Order of the activities is logical
 - v. The schedule contains all milestones specified
 - vi. Utility work is shown
 - vii. Activity durations appear reasonable
 - viii. Level of detail reflects the complexity of the project
 - ix. Complete and concise description of the Work and Deployment Plan
 - x. Submittals are complete as per the contract documents and contain preparation (Contractor's time) review and approval (County's time)
 - xi. Activities include procurement time for material including shop drawing submittal and approval process.
 - xii. All non-workdays are shown.
 - xiii. Check constrained activities.
- b. Analyze Contractor schedule(s) and provide a written review identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns

- c. Track project scheduling requirements and major milestone events for engineering/construction activities such as the following:
 - i. Design
 - ii. Permits
 - iii. Right of Way
 - iv. Utility and railroad relocations
 - v. Construction
 - vi. Intelligent Transportation Systems (ITS)
 - d. Evaluate physical progress of design activities versus schedule progress and report significant variances.
 - e. Prepare and issue periodic status reports on project progress and document problems and delays.
2. Provide periodic status reports
 3. Coordinate progress meetings
 4. Ensure Standards and Requirements are met
 5. Enforce Contract requirements
 6. Permits support (ensure submission of applications and approvals required)
 7. Manage review process (ensure comments are addressed and implemented in plans and engineering documents)
 8. Coordinate with projects that overlap with the ATMS Project. Coordination effort includes, but is not limited to:
 - a. Identify on-going and future projects and evaluate impacts to ATMS Project.
 - b. Develop a plan of action that will minimize impacts to ATMS Project.
 - c. Coordinate implementation of plan of action with appropriate agency.
 - d. Incorporate ATMS infrastructure needs in on-going and future projects.
 - e. Document and track coordination efforts.
 9. Conduct and facilitate project meetings. Provide appropriate staff to attend and participate in project meetings. Keep records of all project meetings and meeting minutes. Review meetings minutes and provide comments to make sure that pending items are followed up and resolved.

B. ATMS Project Construction Engineering and Inspection (CEI) Services

Consultant support for CEI tasks required to ensure the successful execution and delivery of the ATMS Project. This includes, but is not limited to, supporting the County with the following CEI responsibilities:

1. The Consultant must provide project oversight for the complete migration and

integration of all signalized intersections in the County to the proposed ATMS, local controller software, and Caltrans Model 2070LX controllers.

2. The Consultant must provide oversight support for the conversion of all traffic signal timing databases to the new local controller software (Data Conversion and Migration).
3. The Consultant must provide oversight for all System Construction activities required to build, test, and validate the new System.
4. The Consultant must provide oversight support for all System Acceptance activities required to validate the system's accuracy and functionality in order to proceed to System Implementation. This includes review of the acceptance test plan to ensure appropriate procedures have been designed to rigorously test the system software, hardware and integration.
5. The Consultant must provide oversight support for all System Implementation activities which include, but are not limited to, placing the newly developed system into production, confirming that all data required at the start of operations is available and accurate, and validating that business functions that interact with the system are functioning properly.
6. The Consultant must provide Construction Oversight for the following:
 - a. Task Group 1 - Controller deployment and field installation
 - b. Task Group 2 - Vehicle detection construction/installation
7. On-site Inspection
 - a. Monitor on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Contract to ensure that projects are constructed in reasonable conformity with such documents.
 - b. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
8. Develop a quality assurance/quality control (QA/QC) program to review and evaluate contractor performance in accordance with County procedures and specifications.
9. Monitor and provide technical support to the County's Project Manager for the project construction QA/QC program with regard to:
 - a. Conformance
 - b. Reliability
 - c. Acceptance
 - d. Rejection of work requiring: Rework, Repair, Replacement, Re-verification
 - e. Documenting quality control
 - f. Testing and testing surveillance of ATMS components

10. Review and ensure proper MOT
11. Prepare and submit a monthly report to the County Project Manager.
12. Provide digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
13. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Partial and Final Acceptance.
14. The Consultant must monitor and inspect Construction Contracts such that projects are constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
15. Observe the Contractor's work and track schedule to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.
16. Review construction inspection reports relating to contractor performance and communicate to the County any non-conformance with contract requirements, plan specifications, workmanship, etc.
17. Review and determine validity of claims for entitlement of extra work and/or time extension for performance of construction related services.
18. Assist with the negotiation and approval of Supplemental Agreements and Task Work Orders. Consult with the County Project Manager, as necessary.
19. Review and evaluate appropriateness of submitted fee proposals for supplemental agreements and work orders on construction related services.
20. Analyze contract change requests during construction and recommend appropriate action.
21. Review and evaluate contractor's performance in accordance with County procedures, specifications and rules; as necessary, and directed by the County's Project Manager.
22. Monitor the contractor's preparation of contract documents to verify that they are being prepared and maintained in a timely manner.
23. Provide project inspectors and engineering technicians on an as needed or emergency basis.
24. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.
25. Monitor inspect and document construction for conformance with Utility Agency's Standards. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Assist in the

resolution of utility conflicts including County and other Government owned facilities.

26. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

C. ATMS Project Contract Management Support

Consultant support for contract management activities required throughout the ATMS project. This includes, but is not limited to, supporting the County with the following contract management activities:

1. Coordinate all contract administration activities.
2. Review and Track invoices
3. Prepare periodic ATMS contract related reports
4. Track and document progress of work
5. Monitor schedule/milestone completion and enforce LDs
6. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary paperwork.

D. ATMS Project Engineering Support

Consultant support for engineering services required for the completion and delivery the ATMS project. This includes, but is not limited to, supporting the County with the following activities:

1. Oversee database conversion and controller configuration
2. Ensure burn-in period requirements
3. Review Engineering Documents (Plans, reports, etc.)
4. Assist the County with acceptance testing procedures
5. Provide expert advice regarding adaptive and traffic responsive modes of operation
6. Assist with the evaluation of traffic operational public complaints
7. Traffic Engineering Services (as necessary)

E. ATMS Project IT Support

Consultant support for IT services required for the completion and delivery the ATMS project. This includes, but is not limited to, supporting the County with the following activities:

1. Oversee development and delivery of system architecture design

2. Review related documents
3. Provide assistance and coordinate tasks with MDC IT Staff

F. ATMS Project Public Involvement

Consultant support for County public involvement efforts throughout the duration of the ATMS project. This includes, but is not limited to, providing public awareness services to lead or participate in any public information programs and to inform the public on the status and impact of the ATMS project as follows:

1. Provide project information to the public via media outlets and/or any communication tools necessary to effectively inform the public.
2. Coordinate and schedule meetings to provide project status information.
3. Assist the County staff in public outreach, public information updates, public meetings, community awareness plans, public involvement plans, coordination of updating elected officials, public communications support, etc.
4. Assist the County as required to address and respond to inquiries from the public, and public officials, and assist in the preparation of newsletters and the distribution thereof, and shall review all notices, brochures, responses to news media, etc.

GENERAL ENGINEERING SERVICES FOR MISCELLANEOUS PROJECTS

In addition to the aforementioned ATMS Project related support services, the following tasks may be required to support other DTPW Traffic Signals and Signs (TSS) Division projects.

G. General Engineering Services for Miscellaneous Projects

1. Review engineering documents including, but not limited to, plans, signal timing sheets, shop drawings and engineering reports.
 - a. Review and recommend project limits or work for project design.
 - b. Develop conceptual design documents, including but not limited to, project design criteria and traffic control plans that form the basis of the preliminary engineering and design contract packages.
2. Administrative Support
 - a. Prepare and maintain project files. Project files shall be transferred to the County upon completion of the work or as otherwise directed by the County.
3. Traffic Engineering Support
 - a. Signal Retiming
 - b. Development and evaluation of Traffic Signal Operations Plans (SOP)
 - c. Traffic signal database review and conversion
 - d. Review, coordinate and verify available traffic data and collect additional data as

directed.

- e. Traffic Engineering Studies
- f. Signalization & Signing and Pavement Marking Design

4. Design Support

- a. Provide the County with engineering support staff to serve as the County's technical expert in traffic signal design, traffic engineering and ITS.
- b. Review and comment on the preparation of plans, construction documents, preliminary and final estimates of construction costs developed by the County and other consultants. Recommend acceptance and approval by the County for such plans, specifications and estimates based on such reviews.
- c. Perform shop drawing reviews.
- d. Review and provide written response on the adequacy of all submittals.
- e. Advise and consult on engineering-related matters
- f. Monitor consultant performance to determine adequacy of work performed
- g. Accomplish incidental and emergency design activities as may be required and authorized.
- h. Minor design activities
- i. Perform design reviews for major projects as deemed necessary.
- j. Archive and retain all plans, submittals and Contract Documents.
- k. Provide Geographic Information System (GIS) services.
- l. Assist with preparation and coordination of permit application(s) as required for submittal to other agencies by the County including, but not limited to forms, sketches and plans. Review and provide written comments on permit requirements and compliance. Review local zoning requirements for compliance and coordination with these agencies.

5. Construction Support

- a. Provide CEI support necessary for signalization projects to ensure project execution and completion in accordance with industry practice and in the best interest of the County.

6. General Contract Services

- a. Develop scopes of work, special contract provisions and project concept reports.
- b. Prepare estimated staff loading requirements and estimates of costs for proposed services.
- c. Develop milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project.

- d. Develop contract/procurement documents: Requests for Proposal (RFP), Scope Packages, Addendums, Supplemental Amendment and Task Work Order.
 - e. Review and evaluate consultant fee proposals.
 - f. Review and evaluate information related to the acquisition of professional and construction services.
 - g. Review and recommend for approval consultants' requests for payment.
 - h. Monitor consultant performance of services to establish adequacy relative to contract requirements.
 - i. Prepare Consultant Termination Agreements or Certificates of Completion.
 - j. Monitor compliance with invoice submittals.
 - k. Other Professional Services Contractual support as necessary
 - l. Assist the County in the development, coordination and management of implementation of Division standards, procedures and policies
 - m. Scheduling, tracking and monitoring systems to report status of professional contracting activities.
7. Intelligent Transportation System (ITS)
- The Consultant may be directed, on a case-by-case basis, to assist and support the County staff in providing the following ITS related services:
- a. Cost estimates and plans for all County related ITS needs.
 - b. Expertise in ITS needs within the transportation industry.
 - c. Project Management for all ITS related services.

H. Federal and State Grant Research and Grant Package Preparation

The Consultant may be directed, on a case-by-case basis, to assist and support the County staff in the following services:

- 1. Research Federal and State Grant Programs to support deployment of County projects.
- 2. Prepare Grant packages and applications to be submitted for consideration and approval by Federal and State officials.
- 3. Coordinate meetings with Federal, State, County and Local Agency representatives; includes preparation of meetings' agendas and materials.

I. In-House Operational Support

The Consultant shall provide in-house support staff to assist in any of the tasks outlined in the Scope of Services, or serve in other (engineering, operational, clerical, etc.) capacities as needed. Working hours for the assigned staff person(s) shall be under the County's normal working hours unless modified by the County Project Manager and approved by the

Consultant's Project Manager.

FIELD OFFICE

The Prime Consultant shall provide a field office for all key personnel assigned to the ATMS contract. The office must provide sufficient room and furnishings for all key personnel to effectively perform their required duties under the scope of services. The field office shall be located at or within close proximity of the DTPW Traffic Signals and Signs Division facility (7100 NW 36th Street, Miami, FL 33166). Field office must be approved by DTPW.

PREFERRED EXPERIENCE AND QUALIFICATIONS

The Prime Consultant is preferred to have completed two (2) projects of similar work as described above over the past ten (10) years. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. In addition, the table below lists the key personnel of the Consultant team that will require local presence and availability for the ATMS Project.

Key Personnel Preferred Experience:

Role	Certifications	Experience	Additional Preferences
Consultant Project Manager	State of Florida Licensed Professional Engineer	Minimum of 10 years' experience working in design and construction of transportation, ITS and signalization projects. A Master's Degree in a related engineering field may be substituted for one (1) year of engineering experience.	At least 5 years of the required experience demonstrated through engineering and construction services supporting an agency-wide migration to a replacement NTCIP compliant ATMS.
CEI Project Administrator	State of Florida Licensed Professional Engineer; FDOT Advanced MOT Certification	Minimum of 10 years' experience with traffic signalization construction projects and ITS software integration. A Master's Degree in a related engineering field may be substituted for one (1) year of engineering experience.	

Role	Certifications	Experience	Additional Preferences
CEI Senior Inspector	FDOT Intermediate MOT Certification; IMSA Traffic Signal Field Technician Level II Certification or higher; Miami-Dade County licensed electrician	Minimum of four (4) years of supervisory experience in traffic signal and ITS equipment installation, construction, maintenance, and repair. Must include experience installing, troubleshooting and repairing complex traffic signal and traffic monitoring systems including miscellaneous ITS equipment (e.g. CCTV, data collection sensors, etc.); traffic signal controller operation and testing; and communication equipment including switches and fiber networking installation inspection.	IMSA Traffic Signal Senior Field Technician Level III

Role	Certifications	Experience	Additional Preferences
CEI Inspector	FDOT Intermediate MOT Certification; IMSA Traffic Signal Field Technician Level II or Traffic Signal Construction Technician Level II Certification or higher	Minimum of two (2) years of experience in traffic signal and ITS equipment installation, construction, maintenance, and repair. Must include experience installing, troubleshooting and repairing complex traffic signal and traffic monitoring systems including miscellaneous ITS equipment (e.g. CCTV, data collection sensors, etc.); traffic signal controller operation and testing; and communication equipment including switches and fiber networking installation inspection.	Previous supervisory or lead worker experience.
CEI Traffic Engineer	State of Florida Licensed Professional Engineer; FDOT Advanced MOT Certification;	Minimum of five years of transportation engineering experience with at least two years of documented post-license experience involving complex traffic engineering and traffic signal design work.	IMSA Traffic Signal Technician Level I Certification.
CEI Traffic Engineer Intern	State of Florida registered Engineer-in-Training; FDOT Intermediate MOT Certification	At least two years of professional traffic engineering experience obtained post EIT registration.	IMSA Traffic Signal Technician Level I Certification.

Role	Certifications	Experience	Additional Preferences
CEI Systems Engineer	State of Florida Licensed Professional Engineer	At least eight (8) years professional engineering experience in ATMS traffic signalization or ITS projects including the review and progress of systems architecture design and implementation, ITS equipment specifications, ITS hardware installation supervision, ITS equipment and reliability analysis.	At least four (4) years of the required experience to have been obtained post-license. Extensive experience involving traffic control systems, system installation, system testing, debugging and operation, system documentation, training of operations personnel and knowledge of Construction Engineering Inspection (CEI) requirements for intelligent transportation construction projects.

Role	Certifications	Experience	Additional Preferences
Network Communications Engineer	Bachelor’s Degree in Network Engineering, Computer Networking, Telecommunications, Information Technology or another related field; Cisco (or Microsoft equivalent) networking certification (CCNA or better preferred).	A minimum of five (5) years of professional experience involving IT communications, network, and systems supporting traffic signal operations and ITS (including NTCIP requirements). Must include real-time data communications experience and experience working with switches, routers, firewalls and security.	<ul style="list-style-type: none"> • Strong IP & Network Infrastructure design, implementation & support skills. • Strong Layer 2/3 Switching experience • Experience with VPN technologies (LAN-to-LAN , Remote Access, SSL Portals and Any Connect) • LINUX experience • CompTIA Security+ certification • CompTIA Network+ certification

Role	Certifications	Experience	Additional Preferences
Engineering Project Scheduler	Bachelor’s Degree or higher in engineering or related field	<p>Three (3) years scheduling experience in an engineering environment including demonstrated experience in creating and maintaining schedules using Microsoft Project or an equivalent scheduling tool. Experience must also demonstrate:</p> <ul style="list-style-type: none"> • Ability to understand and monitor the critical path of the work progress schedule using timelines. • Ability to facilitate cross functional meetings • Ability to interpret contract documents and project technical requirements throughout the project’s duration. • Ability to evaluate actual construction progress and provide regular scheduled updates. 	

The preferred expertise must be met by a qualified individual(s) of the prime and/or sub-consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual’s qualifications and compliance with the experience and qualifications and preference stipulations shall be at the sole discretion of the County. The Competitive Selection Committee (CSC) may negatively evaluate proposals from firms they determine have failed to meet the above preferred experience and qualification(s). Information regarding the experience and qualification(s) and preference stipulations, for the Prime consultant, A/E sub-consultants, and non A/E sub-consultants, as applicable, must be included in ISD Form No. 11.

A/E TECHNICAL CERTIFICATION REQUIREMENTS

Miami-Dade County Technical Certifications:

- 3.04 HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES (Prime)**
- 3.07 HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING (Prime)**
- 3.08 HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION (Prime)**
- 3.11 HIGHWAY SYSTEMS – SIGNALIZATION (Prime)**
- 17.00 ENGINEERING CONSTRUCTION MANAGEMENT (Prime)**
- 11.00 GENERAL STRUCTURAL ENGINEERING
- 13.00 GENERAL ELECTRICAL ENGINEERING
- 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- 16.00 GENERAL CIVIL ENGINEERING
- 19.03 VALUE ANALYSIS AND LIFE-CYCLE COSTING - HIGHWAY SYSTEMS

Florida Department of Transportation Prequalifications

- 6.1 TRAFFIC ENGINEERING STUDIES (Prime)**
- 6.2 TRAFFIC SIGNAL TIMING (Prime)**
- 6.3.1 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS AND DESIGN (Prime)**
- 6.3.2 INTELLIGENT TRANSPORTATION SYSTEMS IMPLEMENTATION (Prime)**
- 6.3.3 INTELLIGENT TRANSPORTATION SYSTEMS COMMUNICATIONS (Prime)**
- 6.3.4 INTELLIGENT TRANSPORTATION SYSTEMS SOFTWARE DEVELOPMENT (Prime)**
- 7.3 SIGNALIZATION (Prime)**
- 10.1 ROADWAY CONSTRUCTION ENGINEERING INSPECTION (Prime)**
- 4.1.1 MISCELLANEOUS STRUCTURES

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". **The Prime Consultant will be held responsible for the coordination of all work and must hold technical certification in category(ies) 3.04 Highway Systems - Traffic Engineering Studies, 3.07 - Highway Systems - Traffic Signal Timing, 3.08 Highway Systems - Intelligent Transportation Systems Analysis, Design, and Implementation, 3.11 Highway Systems – Signalization, 17.00 Engineering Construction Management.** Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin, ISD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at <http://www.miamidade.gov/procurement/library/pqc-tc-schedule-2019.pdf>

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, shall cause the proposal to be deemed non-compliant.

CONTRACT MEASURE(S)

The Miami-Dade County Small Business Enterprise (SBE) goal is:

One (1) Agreement with

10% SBE/A/E

NOTE: All participating A/E sub-consultants must be SBE Certified as a Tier 3, Tier 2, or Tier 1 firm.

(Refer to – Small Business Enterprise (SBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order 3-32)

Proposed participating SBE firms must have a valid Miami-Dade County SBE certification by the response deadline of this solicitation. If selected, participating SBE firms must have a valid SBE certification at the time of award of the contract and throughout the contract term.


All required SBE documents must be completed and submitted. Failure to submit the required documentation as specified in this solicitation or subsequently online via the County's Business Management Workforce System may render the proposal non-compliant.



MEMORANDUM (Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: February 2, 2021

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)(1)
2-2-21

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD FOR PROFESSIONAL SERVICES WITH A&P CONSULTING TRANSPORTATION ENGINEERS, CORP. IN A TOTAL AMOUNT NOT TO EXCEED \$19,996,900.00, TO PROVIDE GENERAL ENGINEERING CONSULTING SERVICES FOR TRAFFIC SIGNALS OPERATIONS FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (PROJECT NO. E19-DTPW-01; CONTRACT NO. 20190029) AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award to A&P Consulting Transportation Engineering, Corp. in a total amount not to exceed \$19,996,900.00, for General Engineering Consulting Services for Traffic Signal Operations for the Department of Transportation and Public Works, (Project No. E19-DTPW-01; Contract No. 20190029); and authorizes the County Mayor or County Mayor's designee to execute the agreement in substantially the form attached.

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:

Jose “Pepe” Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2021. 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

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
GENERAL ENGINEERING CONSULTANT SERVICES FOR TRAFFIC SIGNAL OPERATIONS
ISD PROJECT NO. E19-DTPW-01 DTPW CONTRACT No. 20190029

THIS NON-EXCLUSIVE AGREEMENT, [the "Agreement"] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "COUNTY",] and A&P Consulting Transportation Engineers Corp., hereinafter referred to as the "CONSULTANT".

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with Master Consultant.

SECTION I - COUNTY OBLIGATIONS

The Department of Transportation and Public Works [hereinafter sometimes referred to as "DTPW"] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

The CONSULTANT shall submit a detailed proposal upon DTPW's request prior to the issuance of a task work order. No payment shall be made for the CONSULTANT'S time or services in connection with the preparation of any such proposal.

DTPW will confer with the CONSULTANT, before any task work order or Notice to Proceed is issued, to discuss and agree upon the scope, time for completion, estimate man hours and fee for services to be rendered pursuant to this Agreement. Fees must be based on negotiated hour rates and multipliers attached under Exhibit B of this agreement. The PSA has a total maximum compensation of nineteen million nine hundred ninety six thousand and nine hundred dollars (\$19,996,900.00) inclusive of all contingencies and fees

Based on the accepted proposal, DTPW will furnish the Consultant with task work order(s) specifying the services to be performed and the fees to be paid for each project assigned under this agreement. DTPW will issue a written Notice to Proceed to the CONSULTANT for each section of the work to be performed hereunder or for each task work order.

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

SECTION II - PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from DTPW, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with this Agreement and the negotiated terms of the applicable Notice to Proceed. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. See Exhibit A of this agreement for Scope of Services.

SECTION III - TIME FOR COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Notice to Proceed from DTPW subsequent to the execution of this Agreement, and shall be completed within the time stated in the Notice to Proceed.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation and the rates described in Exhibit B shall continue to apply.

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V - 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. 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 by the COUNTY and the CONSULTANT and stated in the written Notice to Proceed. Lump sum fees may or may not include reimbursable expenses.

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. 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.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

C. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the negotiated fees, multipliers and annual escalation rates as shown in Exhibit B attached. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the flat rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier(s) or escalation rate.
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection V-C (1) hereof.

SECTION VI - ADDITIONAL SERVICES

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the Agreement has been encumbered, DTPW shall have the right to authorize performance of additional services from a contingency of ten percent (10%) of the Agreement's compensation.

SECTION VII - METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Estimated Professional Fees and/or Reimbursable Expenses

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-B and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

B. Lump Sum Fee

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. 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.

SECTION VIII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall precede and in what order. Written Notices to Proceed issued by DTPW shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps contract documents, and/or other data developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is completed, all of the above data shall be delivered to DTPW.

SECTION XI - REUSE OF DOCUMENTS

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

SECTION XII - NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to DTPW. 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.

SECTION XIII - ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects of parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the CONSULTANT receives such notice. 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 such sums are due.

SECTION XIV - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of one (1) year after final payment is made. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. CONSULTANT is also responsible to assist the COUNTY on audits performed by FDOT.

SECTION XV – SUBCONTRACTING

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed.

SECTION XVI - WARRANTY

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized 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 warrants that no COUNTY personnel, whether full-time or part-time employees, 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 warranty, DTPW shall have the right to annul this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT

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

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of 2,555 calendar days with the option to renew 2 terms of two years each, excluding the warranty administration period (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XIII, and Section XXV hereof.

SECTION XIX - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, DTPW 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 notice that said sums are due. The CONSULTANT shall not be compensated on a percentage of the professional services, which have been performed at the time DTPW declares a default. In the event Miami-Dade County prevails in litigation to enforce the provisions of this Agreement, Miami-Dade County shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

SECTION XX - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including, but not limited to, attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay damages and losses in connection therewith, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, to the extent of CONSULTANT's negligence, recklessness, or intentional wrongful conduct. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, Miami, Florida 33128, 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 in an amount not less than \$1,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 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.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

SECTION XXI - 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 V, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation should 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 one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXII - ORDINANCES

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

- A. A source of income statement
- B. A current certified financial statement
- C. A copy of the CONSULTANT's current Federal Income Tax Return

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

Pursuant to Ordinance 97-15, Miami-Dade County has established the Office of Inspector General, which may perform random audits on any County contract throughout the duration of each contract.

The cost of the audit for this contract shall be $\frac{1}{4}$ of 1% of the total contract amount which cost the (Contractor/Vendor/Consultant) agrees is included in the total contract amount. The audit cost will be deducted by the County from progress payments to the (Contractor/Vendor/Consultant). The audit shall be included in all change orders to this contract and all contract renewals and extensions. Accordingly, the audit cost will be deducted from progress payments to the (Contractor/Vendor/Consultant) pursuant to all change orders, contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized and empowered to review past, present and proposed programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector general is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/vendor/Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgement, pertain to performance of the contract, including, but not limited to original estimates files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the (Contractor/vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

SECTION XXIV - AFFIRMATIVE ACTION

The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by Miami-Dade County, Small Business Development Division and any approved update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. DTPW may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV - DISABILITY NONDISCRIMINATION

The CONSULTANT's attention is directed to the Miami-Dade County Resolution No. R-385-95. Pursuant to this resolution, the CONSULTANT is required to submit the Disability Nondiscrimination Affidavit attesting that the CONSULTANT complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. DTPW may declare the CONSULTANT in default of this agreement should a post contract violation of any of the acts occur.

SECTION XXVI - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

The CONSULTANT's attention is directed to the Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by the Miami-Dade County agencies and the Public Health Trust; creating dispute resolution procedures for payment of the Miami-Dade County and Public Health Trust obligation; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as Miami-Dade County, for all small business subcontractors. Failure of the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of Miami-Dade County contract or Public Health Trust contract and debarment procedures of the Miami-Dade County.

SECTION XXVII - ENTIRETY OF AGREEMENT

This writing 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 this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of Miami-Dade County Commissioners.

SECTION XXVIII – E-VERIFY

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify.

SECTION XXIX – PERFORMANCE EVALUATION

At the end of the contract, DTPW will evaluate the CONSULTANT's performance. This evaluation will become public record.

SECTION XXX CONSULTANT'S ROLE DURING CONSTRUCTION

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

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.

IN WITNESS WHEREOF the parties hereto have executed these presents this 29 day of September 20 20.

ATTEST:

For the Board of County Commissioners, Miami-Dade County, Florida

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

By: _____
County Mayor

ATTEST:

A&P Consulting Transport. Eng , Inc.
A Florida Corporation

By: _____
Corporate Secretary

By:  _____
President

(CORPORATE SEAL)

Approved as to form and legal sufficiency.

Assistant County Attorney

EXHIBIT A

SCOPE OF SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES FOR TRAFFIC SIGNAL OPERATIONS ISD PROJECT NO. E19-DTPW-01 DTPW CONTRACT No. 20190029

Miami Dade County is in the process of upgrading its existing Advanced Traffic Management System (ATMS) and traffic signal controllers. The Consultant selected under this Professional Service Agreement will perform Construction Engineering Inspections to RFP No. 01058, Advanced Traffic Management System, and provide general engineering services for Traffic Signals and Signs related tasks.

The Consultant will primarily support the Traffic Signals and Signs Division (TSS) with the Advanced Traffic Management System (ATMS) Project, herein after referred to as the "ATMS Project", by providing the following services and to ensure the successful execution and delivery of the project:

- Project Management Support
- Construction Management
- Contract Management
- Traffic Engineering Support
- Intelligent Transportation System (ITS)
- Public Involvement Support
- Plans Review

The ATMS Project consists of a Countywide upgrade of its existing ATMS and traffic signal controllers; fully-actuating all signalized intersections; and implementation of traffic engineering solutions such as Adaptive and Traffic Responsive Signal Control. The Consultant shall provide a wide range of engineering, inspection, technical, management and administrative services as needed to assist with ATMS Project oversight and on-going traffic signal operations.

The Consultant will supplement County resources by providing highly qualified technical and professional personnel to perform the duties assigned under the terms of this agreement. The Consultant shall minimize the use of County resources when performing assignments issued by the County.

Additional services may include, but is not limited to, the following:

- Minor Design Services
- In-House Operational Support
- Preparation of technical specifications and documents supporting traffic signal operations

The County may request Consultant services on an as needed basis through the issuance of a Task Work Order for the required work. There is no guarantee that any or all of the

services described in this solicitation will be assigned during the term of the Agreement. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

The Scope of Services more specifically may include but not be limited to the following:

ATMS PROJECT RELATED SERVICES

A. Project Management and Support for the ATMS Project

Consultant support for Project Management tasks required to ensure the successful execution and delivery of the ATMS Project. This includes, but is not limited to, supporting the County with the following project management responsibilities:

1. Review and track project schedule

The project schedule is intended to be a working document used by the Contractor to plan and direct the project. The project schedule is a management and communications tool that will be used to anticipate and prevent problems from occurring. These issues are to be discussed during monthly progress meetings. The following scheduling tasks are to be performed.

- a. Review Contractor proposed work schedule and ensure accordance with contract documents. The following items should be checked:
 - i. The schedule reflects the phases in the MOT plan
 - ii. Activities are broken-out by phase/task
 - iii. Phases are in correct sequence
 - iv. Order of the activities is logical
 - v. The schedule contains all milestones specified
 - vi. Utility work is shown
 - vii. Activity durations appear reasonable
 - viii. Level of detail reflects the complexity of the project
 - ix. Complete and concise description of the Work and Deployment Plan
 - x. Submittals are complete as per the contract documents and contain preparation (Contractor's time) review and approval (County's time)
 - xi. Activities include procurement time for material including shop drawing submittal and approval process.
 - xii. All non-workdays are shown.
 - xiii. Check constrained activities.
- b. Analyze Contractor schedule(s) and provide a written review identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns
- c. Track project scheduling requirements and major milestone events for engineering/construction activities such as the following:
 - i. Design

- ii. Permits
 - iii. Right of Way
 - iv. Utility and railroad relocations
 - v. Construction
 - vi. Intelligent Transportation Systems (ITS)
 - d. Evaluate physical progress of design activities versus schedule progress and report significant variances.
 - e. Prepare and issue periodic status reports on project progress and document problems and delays.
2. Provide periodic status reports
 3. Coordinate progress meetings
 4. Ensure Standards and Requirements are met
 5. Enforce Contract requirements
 6. Permits support (ensure submission of applications and approvals required)
 7. Manage review process (ensure comments are addressed and implemented in plans and engineering documents)
 8. Coordinate with projects that overlap with the ATMS Project. Coordination effort includes, but is not limited to:
 - a. Identify on-going and future projects and evaluate impacts to ATMS Project.
 - b. Develop a plan of action that will minimize impacts to ATMS Project.
 - c. Coordinate implementation of plan of action with appropriate agency.
 - d. Incorporate ATMS infrastructure needs in on-going and future projects.
 - e. Document and track coordination efforts.
 9. Conduct and facilitate project meetings. Provide appropriate staff to attend and participate in project meetings. Keep records of all project meetings and meeting minutes. Review meetings minutes and provide comments to make sure that pending items are followed up and resolved.

B. ATMS Project Construction Engineering and Inspection (CEI) Services

Consultant support for CEI tasks required to ensure the successful execution and delivery of the ATMS Project. This includes, but is not limited to, supporting the County with the following CEI responsibilities:

1. The Consultant must provide project oversight for the complete migration and

integration of all signalized intersections in the County to the proposed ATMS, local controller software, and Caltrans Model 2070LX controllers.

2. The Consultant must provide oversight support for the conversion of all traffic signal timing databases to the new local controller software (Data Conversion and Migration).
3. The Consultant must provide oversight for all System Construction activities required to build, test, and validate the new System.
4. The Consultant must provide oversight support for all System Acceptance activities required to validate the system's accuracy and functionality in order to proceed to System Implementation. This includes review of the acceptance test plan to ensure appropriate procedures have been designed to rigorously test the system software, hardware and integration.
5. The Consultant must provide oversight support for all System Implementation activities which include, but are not limited to, placing the newly developed system into production, confirming that all data required at the start of operations is available and accurate, and validating that business functions that interact with the system are functioning properly.
6. The Consultant must provide Construction Oversight for the following:
 - a. Task Group 1 - Controller deployment and field installation
 - b. Task Group 2 - Vehicle detection construction/installation
7. On-site Inspection
 - a. Monitor on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Contract to ensure that projects are constructed in reasonable conformity with such documents.
 - b. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
8. Develop a quality assurance/quality control (QA/QC) program to review and evaluate contractor performance in accordance with County procedures and specifications.
9. Monitor and provide technical support to the County's Project Manager for the project construction QA/QC program with regard to:
 - a. Conformance
 - b. Reliability

- c. Acceptance
 - d. Rejection of work requiring: Rework, Repair, Replacement, Re-verification
 - e. Documenting quality control
 - f. Testing and testing surveillance of ATMS components
10. Review and ensure proper MOT
 11. Prepare and submit a monthly reports to the County Project Manager.
 12. Provide digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
 13. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Partial and Final Acceptance.
 14. The Consultant must monitor and inspect Construction Contracts such that projects are constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
 15. Observe the Contractor's work and track schedule to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.
 16. Review construction inspection reports relating to contractor performance and communicate to the County any non-conformance with contract requirements, plan specifications, workmanship, etc.
 17. Review and determine validity of claims for entitlement of extra work and/or time extension for performance of construction related services.
 18. Assist with the negotiation and approval of Supplemental Agreements and Task Work Orders. Consult with the County Project Manager as necessary.
 19. Review and evaluate appropriateness of submitted fee proposals for supplemental agreements and work orders on construction related services.
 20. Analyze contract change requests during construction and recommend appropriate action.
 21. Review and evaluate contractor's performance in accordance with County procedures, specifications and rules; as necessary, and directed by the County's Project Manager.
 22. Monitor the contractor's preparation of contract documents to verify that they are being prepared and maintained in a timely manner.

23. Provide project inspectors and engineering technicians on an as needed or emergency basis.
24. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.
25. Monitor, inspect and document construction for conformance with Utility Agency's Standards. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Assist in the resolution of utility conflicts including County and other Government owned facilities.
26. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

C. ATMS Project Contract Management Support

Consultant support for contract management activities required throughout the ATMS project. This includes, but is not limited to, supporting the County with the following contract management activities:

1. Coordinate all contract administration activities.
2. Review and Track invoices
3. Prepare periodic ATMS contract related reports
4. Track and document progress of work
5. Monitor schedule/milestone completion and enforce LDs
6. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

D. ATMS Project Engineering Support

Consultant support for engineering services required for the completion and delivery the ATMS project. This includes, but is not limited to, supporting the County with the following activities:

1. Oversee database conversion and controller configuration
2. Ensure burn-in period requirements
3. Review Engineering Documents (Plans, reports, etc.)

4. Assist the County with acceptance testing procedures
5. Provide expert advice regarding adaptive and traffic responsive modes of operation
6. Assist with the evaluation of traffic operational public complaints
7. Traffic Engineering Services (as necessary)

E. ATMS Project IT Support

Consultant support for IT services required for the completion and delivery the ATMS project. This includes, but is not limited to, supporting the County with the following activities:

1. Oversee development and delivery of system architecture design
2. Review related documents
3. Provide assistance and coordinate tasks with MDC IT Staff

F. ATMS Project Public Involvement

Consultant support for County public involvement efforts throughout the duration of the ATMS project. This includes, but is not limited to, providing public awareness services to lead or participate in any public information programs and to inform the public on the status and impact of the ATMS project as follows:

1. Provide project information to the public via media outlets and/or any communication tools necessary to effectively inform the public.
2. Coordinate and schedule meetings to provide project status information.
3. Assist the County staff in public outreach, public information updates, public meetings, community awareness plans, public involvement plans, coordination of updating elected officials, public communications support, etc.
4. Assist the County as required to address and respond to inquiries from the public, and public officials, and assist in the preparation of newsletters and the distribution thereof, and shall review all notices, brochures, responses to news media, etc.

GENERAL ENGINEERING SERVICES FOR MISCELLANEOUS PROJECTS

In addition to the aforementioned ATMS Project related support services, the following tasks may be required to support other DTPW Traffic Signals and Signs (TSS) Division projects.

G. General Engineering Services for Miscellaneous Projects

1. Review engineering documents including, but not limited to, plans, signal timing sheets, shop drawings and engineering reports.
 - a. Review and recommend project limits or work for project design.
 - b. Develop conceptual design documents, including but not limited to, project design criteria and traffic control plans that form the basis of the preliminary engineering and design contract packages.
2. Administrative Support
 - a. Prepare and maintain project files. Project files shall be transferred to the County upon completion of the work or as otherwise directed by the County.
3. Traffic Engineering Support
 - a. Signal Retiming
 - b. Development and evaluation of Traffic Signal Operations Plans (SOP)
 - c. Traffic signal database review and conversion
 - d. Review, coordinate and verify available traffic data and collect additional data as directed.
 - e. Traffic Engineering Studies
 - f. Signalization & Signing and Pavement Marking Design
4. Design Support
 - a. Provide the County with engineering support staff to serve as the County's technical expert in traffic signal design, traffic engineering and ITS.
 - b. Review and comment on the preparation of plans, construction documents, preliminary and final estimates of construction costs developed by the County and other consultants. Recommend acceptance and approval by the County for such plans, specifications and estimates based on such reviews.
 - c. Perform shop drawing reviews.
 - d. Review and provide written response on the adequacy of all submittals.
 - e. Advise and consult on engineering-related matters
 - f. Monitor consultant performance to determine adequacy of work performed

- g. Accomplish incidental and emergency design activities as may be required and authorized.
 - h. Minor design activities
 - i. Perform design reviews for major projects as deemed necessary.
 - j. Archive and retain all plans, submittals and Contract Documents.
 - k. Provide Geographic Information System (GIS) services.
 - l. Assist with preparation and coordination of permit application(s) as required for submittal to other agencies by the County including, but not limited to: forms, sketches and plans. Review and provide written comments on permit requirements and compliance. Review local zoning requirements for compliance and coordination with these agencies.
5. Construction Support
- a. Provide CEI support necessary for signalization projects to ensure project execution and completion in accordance with industry practice and in the best interest of the County.
6. General Contract Services
- a. Develop scopes of work, special contract provisions and project concept reports.
 - b. Prepare estimated staff loading requirements and estimates of costs for proposed services.
 - c. Develop milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project.
 - d. Develop contract/procurement documents: Requests for Proposal (RFP), Scope Packages, Addendums, Supplemental Amendment and Task Work Order.
 - e. Review and evaluate consultant fee proposals.
 - f. Review and evaluate information related to the acquisition of professional and construction services.
 - g. Review and recommend for approval consultants' requests for payment.
 - h. Monitor consultant performance of services to establish adequacy relative to contract requirements.
 - i. Prepare Consultant Termination Agreements or Certificates of Completion.

- j. Monitor compliance with invoice submittals.
 - k. Other Professional Services Contractual support as necessary
 - l. Assist the County in the development, coordination and management of implementation of Division standards, procedures and policies
 - m. Scheduling, tracking and monitoring systems to report status of professional contracting activities.
7. Intelligent Transportation System (ITS)
- The Consultant may be directed, on a case-by-case basis, to assist and support the County staff in providing the following ITS related services:
- a. Cost estimates and plans for all County related ITS needs.
 - b. Expertise in ITS needs within the transportation industry.
 - c. Project Management for all ITS related services.

H. Federal and State Grant Research and Grant Package Preparation

The Consultant may be directed, on a case-by-case basis, to assist and support the County staff in the following services:

- 1. Research Federal and State Grant Programs to support deployment of County projects.
- 2. Prepare Grant packages and applications to be submitted for consideration and approval by Federal and State officials.
- 3. Coordinate meetings with Federal, State, County and Local Agency representatives; includes preparation of meetings' agendas and materials.

I. In-House Operational Support

The Consultant shall provide in-house support staff to assist in any of the tasks outlined in the Scope of Services, or serve in other (engineering, operational, clerical, etc.) capacities as needed. Working hours for the assigned staff person(s) shall be under the County's normal working hours unless modified by the County Project Manager and approved by the Consultant's Project Manager.

FIELD OFFICE

The Prime Consultant shall provide a field office for all key personnel assigned to the ATMS contract. The office must provide sufficient room and furnishings for all key personnel to effectively perform their required duties under the scope of services. The field office shall be located at or within close proximity of the DTPW Traffic Signals and Signs Division facility (7100 NW 36th Street, Miami, FL 33166). Field office must be approved by DTPW.

PREFERRED EXPERIENCE AND QUALIFICATIONS

The Prime Consultant is preferred to have completed two (2) projects of similar work as described above over the past ten (10) years. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. In addition, the table below lists the key personnel of the Consultant team that will require local presence and availability for the ATMS Project.

Key Personnel Preferred Experience:

Role	Certifications	Experience	Additional Preferences
Consultant Project Manager	State of Florida Licensed Professional Engineer	Minimum of 10 years' experience working in design and construction of transportation, ITS and signalization projects. A Master's Degree in a related engineering field may be substituted for one (1) year of engineering experience.	At least 5 years of the required experience demonstrated through engineering and construction services supporting an agency-wide migration to a replacement NTCIP compliant ATMS.
CEI Project Administrator	State of Florida Licensed Professional Engineer; FDOT Advanced MOT Certification	Minimum of 10 years' experience with traffic signalization construction projects and ITS software integration. A Master's Degree in a related engineering field may be substituted for one (1) year of engineering experience.	

Role	Certifications	Experience	Additional Preferences
CEI Senior Inspector	FDOT Intermediate MOT Certification; IMSA Traffic Signal Field Technician Level II Certification or higher; Miami-Dade County licensed electrician	Minimum of four (4) years of supervisory experience in traffic signal and ITS equipment installation, construction, maintenance, and repair. Must include experience installing, troubleshooting and repairing complex traffic signal and traffic monitoring systems including miscellaneous ITS equipment (e.g. CCTV, data collection sensors, etc.); traffic signal controller operation and testing; and communication equipment including switches and fiber networking installation inspection.	IMSA Traffic Signal Senior Field Technician Level III

Role	Certifications	Experience	Additional Preferences
CEI Inspector	FDOT Intermediate MOT Certification; IMSA Traffic Signal Field Technician Level II or Traffic Signal Construction Technician Level II Certification or higher	Minimum of two (2) years of experience in traffic signal and ITS equipment installation, construction, maintenance, and repair. Must include experience installing, troubleshooting and repairing complex traffic signal and traffic monitoring systems including miscellaneous ITS equipment (e.g. CCTV, data collection sensors, etc.); traffic signal controller operation and testing; and communication equipment including switches and fiber networking installation inspection.	Previous supervisory or lead worker experience.
CEI Traffic Engineer	State of Florida Licensed Professional Engineer; FDOT Advanced MOT Certification;	Minimum of five years of transportation engineering experience with at least two years of documented post-license experience involving complex traffic engineering and traffic signal design work.	IMSA Traffic Signal Technician Level I Certification.
CEI Traffic Engineer Intern	State of Florida registered Engineer-in-Training; FDOT Intermediate MOT Certification	At least two years of professional traffic engineering experience obtained post EIT registration.	IMSA Traffic Signal Technician Level I Certification.

Role	Certifications	Experience	Additional Preferences
CEI Systems Engineer	State of Florida Licensed Professional Engineer	At least eight (8) years professional engineering experience in ATMS traffic signalization or ITS projects including the review and progress of systems architecture design and implementation, ITS equipment specifications, ITS hardware installation supervision, ITS equipment and reliability analysis.	At least four (4) years of the required experience to have been obtained post-license. Extensive experience involving traffic control systems, system installation, system testing, debugging and operation, system documentation, training of operations personnel and knowledge of Construction Engineering Inspection (CEI) requirements for intelligent transportation construction projects.

Role	Certifications	Experience	Additional Preferences
Network Communications Engineer	Bachelor's Degree in Network Engineering, Computer Networking, Telecommunications, Information Technology or another related field; Cisco (or Microsoft equivalent) networking certification (CCNA or better preferred).	A minimum of five (5) years of professional experience involving IT communications, network, and systems supporting traffic signal operations and ITS (including NTCIP requirements). Must include real-time data communications experience and experience working with switches, routers, firewalls and security.	<ul style="list-style-type: none"> • Strong IP & Network Infrastructure design, implementation & support skills. • Strong Layer 2/3 Switching experience • Experience with VPN technologies (LAN-to-LAN , Remote Access, SSL Portals and Any Connect) • LINUX experience • CompTIA Security+ certification • CompTIA Network+ certification

Role	Certifications	Experience	Additional Preferences
Engineering Project Scheduler	Bachelor's Degree or higher in engineering or related field	<p>Three (3) years scheduling experience in an engineering environment including demonstrated experience in creating and maintaining schedules using Microsoft Project or an equivalent scheduling tool. Experience must also demonstrate:</p> <ul style="list-style-type: none"> • Ability to understand and monitor the critical path of the work progress schedule using timelines. • Ability to facilitate cross functional meetings • Ability to interpret contract documents and project technical requirements throughout the project's duration. • Ability to evaluate actual construction progress and provide regular scheduled updates. 	

The preferred expertise must be met by a qualified individual(s) of the prime and/or sub-consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications and preference stipulations shall be at the sole discretion of the County. The Competitive Selection Committee (CSC) may negatively evaluate proposals from firms they determine have failed to meet the above preferred experience and qualification(s). Information regarding the experience and qualification(s) and preference stipulations, for the Prime consultant, A/E sub-consultants, and non A/E sub-consultants, as applicable, must be included in ISD Form No. 11.

A/E TECHNICAL CERTIFICATION REQUIREMENTS

Miami-Dade County Technical Certifications:

- 3.04 HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES (Prime)
- 3.07 HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING (Prime)
- 3.08 HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION (Prime)
- 3.11 HIGHWAY SYSTEMS – SIGNALIZATION (Prime)
- 17.00 ENGINEERING CONSTRUCTION MANAGEMENT (Prime)
- 11.00 GENERAL STRUCTURAL ENGINEERING
- 13.00 GENERAL ELECTRICAL ENGINEERING
- 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- 16.00 GENERAL CIVIL ENGINEERING
- 19.03 VALUE ANALYSIS AND LIFE-CYCLE COSTING - HIGHWAY SYSTEMS

Florida Department of Transportation Prequalifications

- 6.1 TRAFFIC ENGINEERING STUDIES (Prime)
- 6.2 TRAFFIC SIGNAL TIMING (Prime)
- 6.3.1 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS AND DESIGN (Prime)
- 6.3.2 INTELLIGENT TRANSPORTATION SYSTEMS IMPLEMENTATION (Prime)
- 6.3.3 INTELLIGENT TRANSPORTATION SYSTEMS COMMUNICATIONS (Prime)
- 6.3.4 INTELLIGENT TRANSPORTATION SYSTEMS SOFTWARE DEVELOPMENT (Prime)
- 7.3 SIGNALIZATION (Prime)
- 10.1 ROADWAY CONSTRUCTION ENGINEERING INSPECTION (Prime)
- 4.1.1 MISCELLANEOUS STRUCTURES

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". **The Prime Consultant will be held responsible for the coordination of all work and must hold technical certification in category(ies) 3.04 Highway Systems - Traffic Engineering Studies, 3.07 - Highway Systems - Traffic Signal Timing, 3.08 Highway Systems - Intelligent Transportation Systems Analysis, Design, and Implementation, 3.11 Highway Systems – Signalization, 17.00 Engineering Construction Management.** Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin,

ISD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at <http://www.miamidade.gov/procurement/library/pqc-tc-schedule-2019.pdf>

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, shall cause the proposal to be deemed non-compliant.

CONTRACT MEASURE(S)

The Miami-Dade County Small Business Enterprise (SBE) goal is:

One (1) Agreement with

10% SBE/A/E

NOTE: All participating A/E sub-consultants must be SBE Certified as a Tier 3, Tier 2, or Tier 1 firm.

(Refer to – Small Business Enterprise (SBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order 3-32)

Proposed participating SBE firms must have a valid Miami-Dade County SBE certification by the response deadline of this solicitation. If selected, participating SBE firms must have a valid SBE certification at the time of award of the contract and throughout the contract term.

All required SBE documents must be completed and submitted. Failure to submit the required documentation as specified in this solicitation or subsequently online via the County's Business Management Workforce System may render the proposal non-compliant.

EXHIBIT B

COMPENSATION – Negotiated Fees and Multipliers and Escalation Rate

Multipliers	
Office Multiplier	2.9
Field Multiplier	2.4
County Office (In-house) Multiplier	2.4

Annual Escalation Rate	1.50%
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Position	Rate per hour (\$)
Principal	\$165.00
Project Manager	\$86.00
CEI Project Administrator	\$55.00
CEI Senior Inspector	\$38.00
CEI Inspector	\$30.00
CEI Traffic Engineer	\$40.00
CEI Traffic Engineer Intern	\$30.29
CEI Systems Engineer	\$43.00
Network Communication Engineer	\$60.00
Engineering Project Scheduler	\$60.00
Sr. Public Information Officer	\$58.00
Community Outreach Specialist	\$40.00
CEI Senior Engineer 1	\$70.00
CEI Contract Support Specialist	\$40.47
Network Engineer Intern	\$30.00
Clerical/Secretary	\$26.94
Project Manager 1	\$74.00



Memorandum



To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: January 13, 2021

Re: **CITT AGENDA ITEM 7C:**
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE A
CONTRACT AWARD FOR PROFESSIONAL SERVICES AGREEMENTS WITH A&P
CONSULTING TRANSPORTATION ENGINEERS, CORP., IN A TOTAL AMOUNT NOT
TO EXCEED **\$19,996,900.00**, TO PROVIDE GENERAL ENGINEERING CONSULTING
SERVICES FOR TRAFFIC SIGNALS OPERATIONS FOR THE DEPARTMENT OF
TRANSPORTATION AND PUBLIC WORKS (PROJECT NO. E19-DTPW-01;
CONTRACT NO. 20190029) AND AUTHORIZE THE COUNTY MAYOR OR COUNTY
MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT (**DTPW – BCC LEGISLATIVE
FILE NO. 202449) NO SURTAX FUNDS REQUESTED**

On January 12, 2021, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 21-003. The vote was as follows:

Joseph Curbelo, Chairperson – Aye
Alfred J. Holzman, 1st Vice Chairperson – Aye
Oscar J. Braynon, 2nd Vice Chairperson – Aye

Glenn J. Downing, CFP® – Aye
Joe Jimenez – Absent
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye

Ashley V. Gantt, Esq. – Absent
Jonathan Martinez – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney