Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(H)
3-6-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-320-07

RESOLUTION AUTHORIZING EXECUTION OF THE FIRST SUPPLEMENTAL AGREEMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PARSONS TRANSPORTATION GROUP, INC. IN THE AMOUNT OF $59,800,000.00 EXERCISING OPTIONS TO PROVIDE ENGINEERING SERVICES FOR THE NORTH CORRIDOR METRORAIL EXTENSION, INCLUDING NEW STARTS PRELIMINARY ENGINEERING, SYSTEMS ENGINEERING SERVICES, FINAL DESIGN AND ENGINEERING SERVICES DURING CONSTRUCTION, AND TO EXTEND THE CONTRACT TERM TO COVER THE REQUIRED SERVICES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of the First Supplemental Agreement to the Professional Services Agreement between Miami-Dade County and Parsons Transportation Group, exercising options to provide Engineering Services for the North Corridor Metrorail Extension, including New Starts Preliminary Engineering, Systems Engineering Services, Final Design and Engineering Services during Construction in the amount of $59,800,000.00 with the requirement that prior to commencing Phase III (Final Design) and Phase IV (Engineering Services during Construction) of the project, Board approval is obtained, and to extend the contract term to cover the required services, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of March, 2007. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Memorandum

MIAMI-DADE COUNTY

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

Date: March 6, 2007

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

From: George M. Burgess
County Manager

Subject: First Supplemental Agreement to the Professional Services Agreement Between Parsons Transportation Group, Inc. & Miami-Dade County -Contract No. TR05-NCPE

The attached First Supplemental Agreement to the Professional Services Agreement (PSA) between Parsons Transportation Group, Inc. and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and ~~is recom~~mended for approval.

MODIFICATION No.:	One
CONTRACT No.:	TR05-NCPE
PROJECT:	North Corridor Preliminary Engineering
PROJECT LOCATION:	Metrorail extension along the N.W. 27th Avenue corridor from approximately the existing Martin Luther King Metrorail Station to the Miami-Dade/Broward County Line.
PROJECT DESCRIPTION:	A Professional Services Agreement (PSA) to perform Preliminary Engineering (PE) design services for the North Corridor Metrorail Extension project was approved by the Board of County Commissioners on January 27, 2005. The required services included: the completion of the Preliminary Engineering design to the level required by the Federal Transit Administration (FTA) to proceed into Final Design; assisting MDT in obtaining the Record of Decision and securing FTA approval to enter into Final Design. Consulting services may also include, but not be limited to, assisting MDT in updating and submitting New Starts reports on an annual basis until the Full Funding Grant Agreement (FFGA) is signed or until MDT deems appropriate. Assisting MDT in preparing and negotiating the FFGA with FTA Miami-Dade County is exercising the option included in this contract to provide subsequent Final Design services and Post Design services for the North Corridor.
FIRM:	Parsons Transportation Group, Inc.
LOCATION OF FIRM:	Local Office: 7600 Corporate Center Drive, Suite 500 Miami, Florida 33126

	Corporate Office: 1133 15th Street, NW Washington D.C. 20005-2701
COMPANY PRINCIPALS:	James R. Shappell, President Steven Shive, Senior Vice President Pete Schmidt, Principal-in-charge
GENDER/ETHNICITY:	Male/White
HOW LONG IN BUSINESS:	Since 1944 (62 years)
ART IN PUBLIC PLACES:	Included – $107,563 has been transferred to Art in Public Places for the Call to Artist Phase
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
PREVIOUS AGREEMENTS WITH COUNTY:	1 - Department of Environmental Resource Management - $500,000 1 - Public Works Department – $271,574
PREVIOUS MODIFICATIONS:	None
ORIGINAL AGREEMENT AMOUNT:	$12,900,929.53 (Preliminary Engineering)
AMOUNT OF OPTION:	$59,800,000.00 (New Starts PE, Systems, Final Design, Engineering Services during Construction)
REVISED AGREEMENT AMOUNT:	$72,700,929.53
ORIGINAL CONTRACT COMPLETION DATE:	March 2, 2008
REVISED CONTRACT COMPLETION DATE:	July 2, 2014 (increase of seventy-six months)
DBE GOAL:	20%

FUNDING SOURCE:

The North Corridor Transit Project is proposed to be funded at approximately 59% Federal Transit Administration (FTA) funds, approximately 20.5% State funds, and approximately 20.5% Local funds (Charter County Transit System Surtax (Surtax)) and is included in the Pro Forma. Should Federal or State contributions differ from anticipated levels, that percentage may be adjusted accordingly. Such adjustments, to the extent that they exist, will be summarized in the annual update of the Pro Forma. In looking for alternative funding sources to compensate for the increase in project costs, MDT has requested this year that the Federal Participation be increased from 50% to 59%. This request was made based on recommendations made by MDT's consultants and based on the fact that such request would not affect the competitive rating of the project.

This project was included in Ordinance No. 02-116, Exhibit 1- "People's Transportation Plan Rapid Transit Improvements," adopted by the Board on July 9, 2002.

INSPECTOR GENERAL (IG): Provisions included

JUSTIFICATION:

On January 27, 2005 the Board of County Commissioners approved a Professional Services Agreement with Parsons Transportation Group, Inc. (PTG) to perform Preliminary Engineering (PE) Services for the North Corridor Metrorail Extension. The approved item contained language advising the Board of County Commissioners that the contract contained options to perform Final Design services and Post Design services to be exercised at the County's sole option. Notice to Proceed was issued to the Consultant on March 9, 2005. At the time, FTA guidelines stipulated that approximately 30% design on the project was necessary to request permission to enter into final design. PTG subsequently advanced the project to a level (approximately 30% design plans) required to comply with the then current federal guidelines. This effort was completed in July 2006.

Consistent with the goal of implementing projects in the People's Transportation Plan (PTP) in an expedited manner, an aggressive implementation schedule was set for the North Corridor project, which calls for construction to begin by December 2009 and revenue operations by June 2014. Recognizing the challenge posed by such an aggressive implementation schedule, MDT, its Project Management Consultant (PMC) and FTA evaluated several procurement alternatives to proceed into final design in the most cost effective and efficient manner.

On September 12, 2006, the Board accepted a report outlining the County Manager's recommendation to exercise the existing options in PTG's Professional Services Agreement to provide Final Design Services and Engineering Services during Construction. The Final Design Services option includes New Starts Preliminary Engineering, systems engineering and Final Design. As indicated in the report and as reflected in the correspondence from the FTA and the PMC, the most efficient course of action for MDT is to have the final design performed by the single incumbent firm. (attached).

Negotiating a single final design contract with PTG, by exercising the options included in the contract provides the County with the following benefits:

- Eliminates the need for a new consultant to go through a protracted learning curve assimilating the background information and corridor knowledge that PTG has gained during the 15-month long Preliminary Engineering effort they are currently in the process of completing.
- Results in a more efficient and cost effective approach to the completion of final design on the North Corridor. This approach provides the County with a single point of contact eliminating additional management and administrative costs required to manage multiple design contracts. Economies of scale are introduced with one designer managing all the design.
- Provides for maximum flexibility for developing construction bid packages.
- Minimizes project risks associated with the integration and coordination of multiple design contracts and their potential impact on the project schedule and cost.
- Reduces interfaces that would be present when more than one designer is present. This approach typically reduces design errors and omissions and improves team communication.

PTG is presently leading a team of consultants as the prime consultant, solely responsible to MDT. PTG assembled its team of eleven (11) local firms, including both Disadvantaged Business Enterprises (DBE) and non-DBE's, to assist in that effort. The team assembled has been efficient, effective and well-managed. To date, the PTG team has performed well and its performance is indicative of PTG's expertise as a design manager and of the entire team's experience and capacity to perform the design. PTG is in the process of augmenting their team to ensure increased local participation. During the performance of their current contract, PTG is exceeding their established DBE goal by 5%, ultimately achieving a 25% DBE participation. PTG has committed to continue to surpass the established 20% DBE goal by a minimum of 5%.

Given the complexity and size of this effort, on August 31, 2006, the County Manager appointed a Negotiation Committee for the negotiations of this First Supplemental Agreement to Contract No. TR05-NCPE. Several negotiation meetings were held between October 5, 2006 and October 30, 2006. MDT staff, in conjunction with its PMC, developed control estimates for the negotiated services included in this supplemental agreement. The cost of this supplemental agreement was estimated at approximately $60,558,102, exclusive of a contingency allowance account. These control estimates were used as the basis for the negotiations with PTG for the required services. The negotiated services for this supplemental agreement are divided into four phases including New Starts Preliminary Engineering, Systems, Final Design and Engineering Services during Construction, and will be authorized under the issuance of separate work orders for each phase. The County reserves the right to issue work orders for none, all, partial or selected phases. These phases are described in further detail in the paragraphs below.

Phase I - New Starts Preliminary Engineering

The Consultant shall perform New Starts Preliminary Engineering to develop the design from the current 30% level to a level necessary for the project to obtain approval from FTA to enter Final Design in accordance with Local, State and Federal requirements. At the end of this phase MDT will have a project cost estimate that will be used to negotiate a full funding grant agreement (FFGA) with FTA.

Phase II – Systems Engineering

The Consultant shall perform systems engineering services and prepare complete and biddable sets of contract specifications for Design, Furnish and Install contracts for Train Control, Communications, Power Distribution Systems and Fare Collection.

These Design Criteria packages will be necessary to procure, at a later date, the contractor(s) who will provide final design and installation services for all the Systems in the project.

Phase III - Final Design

This phase requires permission from FTA prior to commencing. Once approval is obtained from FTA to enter into ~~Final Design~~, the Consultant shall perform engineering services required to complete the design, develop bid construction packages and provide support during the procurement phase of the construction contracts.

Phase IV - Engineering Services during Construction

The Consultant shall provide engineering services during construction to include, but not be limited to the following: design support during construction, preparation of design Change Requests, respond to Requests for Information, review and approve contractor submittals of shop drawings.

In accordance with the current schedule for the North Corridor Metrorail Extension, MDT recommends approval of a time extension of seventy-six months to complete the negotiated services included in this supplemental agreement.

After numerous negotiation sessions, the Negotiation Committee arrived at a not-to-exceed number they felt was fair and reasonable for the required services under each of the phases described above. The Program Management Consultant (PMC) reviewed the scope and the level of effort associated with this project and is of the opinion that the negotiated price is fair and reasonable. The negotiated amount is consistent with the independent control estimate prepared by MDT and compares favorably to similar projects nationally. The Final Design services as negotiated represents approximately 6% of the project cost. The Final Design services costs used by other agencies around the country range between 4% and 9% of their project cost. Based on the above, it is recommended that the County exercise the existing options in the PTG Contract by approving this first supplemental agreement in the not-to exceed amount of $59,800,000.00 to PTG. This contract amount includes all the monies necessary for services from PTG, the Engineer of Record, on the North Corridor Project throughout the project completion. Immediately after award of this contract, MDT will authorize $43,711,162.34, which includes Phase I (New Starts Preliminary Engineering), Phase II (System Engineering), Dedicated Allowance for Reimbursable Expenses and the Allowance Account. Upon receipt of FTA permission to move into final design, MDT will return to the BCC for approval to proceed with Phase III (Final Design) for $7,088,837.66. Finally, prior to issuing the Notice to Proceed to the construction contractor, we will return to the BCC for approval to proceed with Phase IV (Engineering Services during Construction) for $9,000,000.00.

FISCAL IMPACT:

The cost breakdown is as follows:	**Amount**
Phase I - New Starts (Preliminary Engineering)	$25,863,225.44
Phase II - Systems Engineering	$11,084,364.32
Phase III - Final Design	$ 7,088,837.66
Phase IV - Engineering Services during Construction	$ 9,000,000.00
Subtotal	$53,036,427.42
Dedicated Allowance for Reimbursable Expenses	$ 3,763,572.58
Allowance Account as per section 2-8.1 (h)(3) Of Miami-Dade County Code	$ 3,000,000.00
First Supplemental Agreement Total in a Not-to-Exceed Amount of:	$59,800,000.00

The immediate fiscal impact will be $43,711,162.34, which includes Phase I (New Starts Preliminary Engineering), Phase II (System Engineering), Dedicated Allowance for Reimbursable Expenses and the Allowance Account. Fiscal impact for Phase III (Final Design) for $7,088,837.66 will be approved by the Board upon receipt of FTA permission to move into final design. Fiscal impact for Phase IV (Engineering Services during Construction) for $9,000,000.00 will be approved by the Board prior to issuing the Notice to Proceed to the construction contractor.

This supplemental agreement will be funded through a combination of Federal, state and local surtax funds.

USING AGENCY: Miami-Dade Transit

MANAGING AGENCY: Miami-Dade Transit

DEDICATED ALLOWANCE: Reimbursable Expenses - $3,763,572.58

ALLOWANCE/CONTINGENCY ORDINANCE No. 00-65: $3,000,000

PROJECT MANAGER: Richard Pereira, P.E.

Assistant County Manager

2/12/07
Date

MEMORANDUM

(Revised)

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

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

MIAMI-DADE COUNTY
RECOMMENDATION TO AMEND
PROFESSIONAL SERVICE AGREEMENT

Date: _____

Thru: Office of Strategic Business Management (OSBM)
To: County Manager

Project Name: North Corridor Preliminary Engineering

Project Number: TR05-NCPE

Project Location: Metrorail extension along the N.W. 27th Avenue corridor from approximately the existing Martin Luther King Metrorail Station to the Miami-Dade/Broward County Line.

Cost Estimate:	$ 12,000,000.00	
Original Agreement Amount:	$ 12,900,929.53	
Recommended Amount of Amendment:	$ 59,800,000.00	
Amended Agreement Amount:	$ 72,700,929.53	
Original Agreement Period:	1,095	calendar days
Recommended Agreement Period:	2,280	calendar days
Amended Agreement Period:	3,375	calendar days

Explanation: (Full description of project details and explanation of amendments/modifications)

SEE EXHIBIT "A"

Signature: Roosevelt Bradley

Title: Director

Department: Miami-Dade Transit

FUNDS BUDGETED

Code: _____

By: _____

Date: _____

BUDGET DEPARTMENT CERTIFICATION
FUNDS AVAILABLE

Code: _____

By: _____

Date: _____

"EXHIBIT A"

MIAMI-DADE TRANSIT

PROJECT AND AMENDMENT DESCRIPTION

SUPPLEMENTAL AGREEMENT

PROJECT NAME: North Corridor Preliminary Engineering

CONTRACT NUMBER: TR05-NCPE

PROJECT DESCRIPTION:

Professional Services Agreement (PSA) to perform Preliminary Engineering (PE) design services for the North Corridor Metrorail Extension project. The preliminary engineering design must be acceptable to the community, constructed within the established budget and implemented within the accelerated schedule established by Miami-Dade Transit (MDT). The required services include: the completion of the Preliminary Engineering design to the level required by the Federal Transit Administration (FTA) to proceed into Final Design (to approximately a thirty percent completion level); assisting MDT in obtaining the Record of Decision and securing FTA approval to enter into Final Design. Consulting services may include, but not be limited to, assisting MDT in updating and submitting New Starts reports on an annual basis, during preliminary and final design phases and until the Full Funding Grant Agreement (FFGA) is signed or until MDT deems appropriate. Assisting MDT in preparing and negotiating the FFGA with the FTA is included as an option in the event that the project is selected to receive Federal funding. In order to accelerate the completion of the North Corridor, Miami-Dade County will include an option in this contract to provide subsequent Final Design services and Post Design services for the North Corridor.

AMENDMENT DESCRIPTION:

Phase I - New Starts Preliminary Engineering

The Consultant shall perform New Starts Preliminary Engineering to develop the design from the current 30% level to a level necessary for the project to obtain approval from FTA to enter Final Design in accordance with Local, State and Federal requirements.

Phase II - Systems

The Consultant shall perform systems engineering services and prepare complete and biddable sets of contract specifications for Design, Furnish and Install contracts for Train Control, Communications, Power Distribution Systems and Fare Collection. These Design Criteria packages will be necessary to procure, at a later date, the contractor(s) who will provide final design and installation services for all the Systems in the project.

Phase III - Final Design

Once approval is obtained from FTA to enter into Final Design, the Consultant shall perform engineering services required to complete the design, develop bid construction packages and provide support during the procurement phase of the construction contracts.

Phase IV - Engineering Services during Construction

The Consultant shall provide engineering services during construction to include, but not limited to the following: design support during construction, preparation of design Change Requests, respond to Requests for Information, review and approve contractor submittals of shop drawings.

In accordance with the current schedule for the North Corridor Metrorail Extension, MDT recommends approval of a time extension of seventy-six months to complete the negotiated services included in this supplemental agreement.

Based on the above, it is recommended that this first supplemental agreement be awarded in the not-to exceed amount of $59,800,000.00 to PTG.