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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 8, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(N)(3)

From: Carlos A. Gimenez
Mayor

Resolution No. R-926-12

Subject: Resolution Approving the Attached Supplemental Agreement No. 2 to Contract TA02-MR26 Between Miami-Dade County and Washington Infrastructure Services, Inc. (WIS) to Increase the Contract Value by $4,405,737, and Extend the Contract Duration by Six Years and Approving Assignment of said Contract from WIS to URS Energy & Construction, Inc. (URS)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Supplemental Agreement No. 2 to Contract TA02-MR26 between Washington Infrastructure Services, Inc. (WIS), formerly Washington Group International (WGI), and Miami-Dade County (County), for Non-Exclusive Professional Services in support of project management and oversight of the contract to purchase new Metrorail vehicles (Contract No.654) and approve assignment of said contract from WIS to URS Energy & Construction, Inc. (URS).

This Supplemental Agreement is being requested by Miami-Dade Transit (MDT) for the extension of the contract term from 8 to14 years (September 2017); amending the contract ceiling by $4,405,737, resulting in a cumulative contract amount of $21,483,822. A recommendation to award the contract to purchase new heavy rail vehicles (Contract No. 654) is being presented under separate cover.

SCOPE

While the existing Metrorail guideway is physically located within Commission Districts 2, 3, 5, 6, 7, 8 and 13, its service impact benefits the riding public and is, therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact of this Supplemental Agreement is $4,405,737 to fund the cost of additional professional services required for project management and oversight functions for the new rail vehicle contract. This amount will be funded from the Charter County Transportation Surtax (Surtax) Bond proceeds and will not increase the budget approved by the Board in 2008 for the new vehicle procurement project (R-488-08).

Currently, there is approximately $5.8 million remaining under Supplemental Agreement No.1 which will be combined with the requested amount to cover the cost of the scope of work to be performed by URS for project management and oversight of the new vehicle procurement contract for a total of approximately $10.2 million.

TRACK RECORD/MONITOR

Contract TA02-MR26 was executed in the name of Washington Infrastructure Services (WIS) in 2003. In 2005, Supplemental Agreement No. 1 was executed in the name of Washington Group International (WGI). Washington Infrastructure Services (WIS), at the time, was a wholly owned subsidiary of WGI. Subsequently, WGI underwent a name change and is presently known as URS Energy & Construction Inc. (URS).

WIS has satisfactorily met all of the requirements of its County contracts for Metrorail and Metromover services. WIS has demonstrated significant capability to provide the professional skills for project

management, vehicle engineering, testing, and quality control that will be required to perform the work required by this Supplemental.

Additionally, WIS, as a subcontractor to Vapor Stone Rail Systems (VSRS), demonstrated above satisfactory performance as the site manager of the work in the VSRS contract with the County Heating Ventilation and Air Conditioning (HVAC) systems on Metrorail and Metromover vehicles respectively. Both the Rail and Metromover contracts were completed ahead of schedule.

The MDT employee responsible for managing this project is Jerry Blackman, Acting Assistant Director for Rail Services.

DUE DILIGENCE

There are no performance issues with the awarded firm. Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution No. R-187-12.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor or Mayor's designee, to execute the contract. Notwithstanding, the MDT Director will execute all work orders and contract changes for the costs that are within the total budgeted amount for the contract; the claims and disputes processes shall remain as approved in the base contract TA02-MR26.

BACKGROUND

Contract TA02-MR26 was awarded by the Board on September 9, 2003, for a three-year term for $2,116,772, to provide engineering services and assist MDT with an assessment of the condition of the existing Metrorail and Metromover Phase 1 fleets (Resolution No. R-931-03). The contract also required development of contract documents to solicit for a contractor to perform a mid-life overhaul (Rehabilitation) on all 136 Metrorail vehicles and a contractor to overhaul the original 12 Metromover vehicles. The contract included an option for engineering services that allowed the company to assist MDT with management and oversight of the two Rehabilitation contracts. Based on the assessment of the Metromover vehicles, the County decided to purchase new Metromover vehicles in lieu of Rehabilitation.

On May 17, 2005 the Board passed Resolution No. R-579-05; approving Supplemental Agreement No. 1, and exercising the contract option, which extended the Contract term by five years, from September 2006 to September 2011. Supplemental No.1 increased the contract by $14,961,313, resulting in a cumulative contract amount of $17,078,085. This Supplemental will bring the overall contract amount to $21,483,822.

Staff considered but did not issue a new solicitation for the engineering services required for work identified in this Supplemental Agreement for the following reasons:

- URS has demonstrated its competency over 7½ years on this contract and other County contracts;
- URS's project-specific experiences, and its extensive knowledge of the County's operating environment; and
- in order to maintain the continuity of the work, retain the accumulated knowledge and leverage the experience gained by WIS on the project.

CONTRACT MEASURES

This Agreement to Contract #TA02-MR26 contains no federal funding. As such, MDT's Office of Civil Rights has determined that Disadvantaged Business Enterprise (DBE) participation is not applicable. On February 2, 2011, the then Department of Small Business Development's (SBD) Review Committee reviewed this Supplemental Agreement and approved the recommendation by SBD of applying no contract measure.

SCOPE OF WORK
Under this Agreement, URS will provide the following services:

- Engineering consulting services during vehicle design, qualification testing, manufacturing, acceptance testing, and commissioning through acceptance of the first 32 Metrorail vehicles;
- perform quality control inspections for the six (6) pilot vehicles;
- review preliminary, intermediate, and final vehicle designs over an 18-month period (involving the review and approval of more than 300 design deliverables);
- review, witness, and approve all first article and qualification testing (including factory, qualification and acceptance testing in the US and abroad for vehicle subsystems;
- conduct safety certification for the first 32 vehicles;
- oversee reliability testing for the first 32 vehicles;
- support MDT in contract administration and oversight to ensure Contractor performance in accordance with all contract requirements;
- manage, review, and approve all contract deliverables and correspondence;
- review and approve all vehicle design, drawings, manuals, training materials and schedules;
- maintain project master files; and
- perform other contract management oversight activities deemed necessary.

MDT's project team will be responsible for management and oversight of this consultant contract and ensure that URS provides project engineering services for the Work identified in Supplemental Agreement No. 2 and will ensure compliance with all requirements. The MDT project team will also provide oversight of the quality control inspection consultant for inspection services on the production vehicles to be assembled. MDT staff will assume URS engineering responsibilities after the delivery of the 32nd vehicle.

Based on the consensus of MDT and consultant experts, the 32nd vehicle is a milestone point at which it is felt that MDT project engineering staff would be comfortable in fully taking over engineering services from URS for project management and oversight of the contract and successfully achieving MDT's objectives relating to cost, scope and schedule.

JUSTIFICATION
In order for MDT to effectively execute project management and oversight, consultant engineering services are necessary, as MDT does not possess adequate professional staff to perform the duties outlined in this Supplemental; since MDT's workforce is rail operations-oriented and does not have the number of specialized rail vehicle engineering, design, manufacturing and testing personnel needed for the level of services required. Therefore, existing project management staff will be allocated full-time to provide oversight of URS and the vehicle contractor. Further, the limited nature of the work does not justify extensive recruitment of highly specialized staff to perform the requirements outlined herein. In addition, URS can expeditiously assemble a team of professionals and skilled personnel required for expediting engineering services, quality control inspections, and testing to support the MDT program management and oversight team for the duration of the needed service.

Finally, in order to maintain contract continuity and proper business entity alignment for the work, WIS, Inc. has requested that the County approve the assignment of Contract TA02-MR26 and Supplemental Agreement No. 1 to URS. Therefore, Board approval for this Supplemental also includes the approval to assign Contract TA02-MR26 and Supplemental Agreement No. 1 to URS.

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

I will request a withdrawal of this item. Work under this Supplemental will commence with the approval by the Board of the contract to purchase new Metrorail vehicles under Contract No. 654.

Deputy Mayor/County Manager
Alina T. Hudak

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 8, 2012

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

SUBJECT: Agenda Item No. 8(N)(3)

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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(N)(3)

11-8-12

RESOLUTION NO. R-926-12

RESOLUTION APPROVING THE ATTACHED SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT TA02-MR26 BETWEEN MIAMI-DADE COUNTY AND WASHINGTON INFRASTRUCTURE SERVICES, INC. TO INCREASE THE CONTRACT VALUE BY $4,405,737 AND EXTEND THE CONTRACT DURATION BY SIX YEARS; APPROVING THE ASSIGNMENT OF SAID CONTRACT FROM WASHINGTON INFRASTRUCTURE SERVICES TO URS ENERGY & CONSTRUCTION, INC.; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

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 attached Supplemental Agreement No. 2 to Contract No. TA02-MR26 between Miami-Dade County and Washington Infrastructure Services to increase the contract value by $4,405,737 and extend the contract duration by six years, approve the assignment of said contract from Washington Infrastructure Services, Inc. to URS Energy & Construction, Inc., and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise cancellation and

renewal provisions, and any other rights contained therein, and authorizes the use of Charter County Transportation Surtax Funds.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective 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.

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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT TAO2-MR26 BETWEEN MIAMI-DADE COUNTY, FLORIDA AND WASHINGTON INFRASTRUCTURE SERVICES, INC. AND CONTRACT ASSIGNMENT FROM WASHINGTON INFRASTRUCTURE SERVICES, INC. TO URS ENERGY & CONSTRUCTION, INC.

This Supplemental Agreement No. 2 to Contract TA02-MR26 is made and entered into as of the ____ day of _____, 2012 by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Washington Infrastructure Services, Inc. (hereinafter referred to as the CONSULTANT).

WITNESSETH

WHEREAS, the Board of County Commissioners (Board) on September 9, 2003 approved a Professional Services Agreement with Washington Infrastructure Services, Inc. to provide engineering services in connection with Metrorail & Metromover vehicle rehabilitation in accordance with applicable federal requirements; and,.

WHEREAS, Washington Infrastructure Services, Inc., a wholly owned subsidiary of URS Energy & Construction, Inc., has requested the County's written consent to assign this contract to URS Energy & Construction, Inc. for performance; and,

WHEREAS, the COUNTY consents to performance of the agreed services by URS Energy & Construction, Inc.; and,

WHEREAS, the above mentioned Professional Services Agreement included, in addition to engineering services for the selection of a contractor (Phase 1), an option to provide assistance with the rehabilitation work after the contractor was selected (Phase 2); and,

WHEREAS, The COUNTY will extend Contract TA02-MR26 for engineering services stated in the Supplemental Agreement No. 1 for the procurement of new Metrorail vehicles as follows:

- Extension of the contract period for 6 years
- Adjustment for completion of the scope of work in the first supplemental agreement as outlined herein
- Increase contract sum by $4,405,737; and,

WHEREAS, the parties wish to make certain revisions in the agreement as provided herein; and,

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

Miami-Dade County approves the assignment of Contract No. TA02-MR26 from Washington Infrastructure Services, Inc. to URS Energy & Construction, Inc. The business entity hereafter providing consulting services to the COUNTY shall be URS Energy & Construction, Inc. All references in Contract No. TA02-MR26 and its Supplements to Washington Infrastructure Services, Inc., Washington Group International, Inc. and the Washington Division of URS shall be construed to mean URS Energy & Construction, Inc.

SECTION II. PROFESSIONAL SERVICES

Replace Section II B with the following:

B. ASSISTANCE DURING THE PROCUREMENT OF NEW METRORAIL CARS AND ACT AS COUNTY ENGINEER.

The scope of work for this Supplemental Agreement No. 2 includes but is not limited to the following tasks. These tasks cover the new Metrorail vehicles. Tasks for the new Metrorail vehicles includes all engineering services, factory testing, acceptance testing and safety certifications for the six (6) pilot cars and up to 26 series production Vehicles and QC inspection services for the six pilot vehicles.

1. Review and approve, with concurrence from the COUNTY, Contract Data Requirements List (CDRL) submittals required by the contract documents. Review and approve with concurrence from the COUNTY, drawings and other material submitted in connection with the vehicle design reviews. Represent the COUNTY at the three design reviews (preliminary, intermediate and final). When the design reviews for Metrorail vehicles are completed, approve the design documents with concurrence from the COUNTY. Review and approve all drawings, training materials and manuals as well as the maintenance and operations manuals including parts catalogs.
2. Review and approve all test plans and test procedures and witness all materials testing, qualification testing, integration testing and any other factory tests required to insure compliance with the contract documents.
3. Review and approve all test plans and procedures and witness the acceptance testing required to assure that the first 16 married pairs (including 6 pilot cars) comply with all the performance requirements of the specifications and are ready to be placed in revenue service. Approve corresponding test results submitted by the carbuilder.

4. Review and approve the results of all tests, and safety certification documents submitted by the Contractor and recommend acceptance of the vehicles to the COUNTY.
5. Provide Quality Control personnel and inspectors to perform all the activities necessary to assure compliance with the contract documents as well as to assure quality workmanship for the six pilot cars and the requisite engineering services for 26 series production cars.
6. Review and approve, with concurrence from the COUNTY, requests for substitution, value engineering change proposals (VECP), remedial work proposals or designs and/or change notices submitted by the contractor.
7. Review requests for payment from the contractor, compare invoiced amount with milestone payment schedule and make recommendation for payment to the COUNTY.
8. Assist Miami-Dade Transit (MDT) with the review of the initial, monthly submittal, and each succeeding master schedule update submitted by the contractor and recommend approval to the COUNTY. Report all schedule issues to MDT upon completion of review.
9. Prepare cost or price, scope of work and analysis for each proposed Change Order, assist the COUNTY in Change Order negotiations, and prepare summary record of negotiations and the Change Order form for each change order.
10. Analyze contractor claims or requests for equitable adjustment and make recommendations to the COUNTY as to the merits of each. Assist the COUNTY in subsequent negotiations.
11. Perform new vehicle program document control and configuration control functions. After the acceptance of the 32nd vehicle, submit to the COUNTY all official records, test data, logs and the latest approved drawings. Develop and maintain a standards library.
12. In addition to reports required by the agreement's Affirmative Action requirements, prepare monthly progress reports in a format acceptable to the COUNTY.
13. Attend meetings and make presentations at the request of the COUNTY and prepare materials as may be required for the meetings and presentations..
14. Develop security requirements, as may be required, in consultation with MDT, the carbuilder, and other applicable agencies.
15. Assist MDT, as may be required, with the Quality Assurance oversight and auditing of the Contractor and/or its Subsuppliers.
16. Enact travel for carrying out COUNTY business as approved or required by the COUNTY.
17. Provide on the job training for MDT engineers and other technical staff to assume engineering and other services provided by URS in the Contract.
18. Safety Certification – Implement the Safety Certification Program. Review and recommend approval of the Contractor's safety certification program; review and recommend approval of all Contractor documentation for safety certification, including all safety-related plans, analyses,

tests, manuals, training materials, and safety certification reports. Recommend safety certification, on a per vehicle basis up to the 32nd vehicle.

19. Vehicle Acceptance – Implement the Vehicle Acceptance Program. Review and recommend approval of all Contractor documentation for vehicle acceptance, including Car History Books and vehicle test results. Identify and report open items. Recommend vehicle acceptance, on a per vehicle basis up to the 32nd vehicle.
20. Perform any other duties as may be authorized by the COUNTY necessary to ensure compliance with the contract documents that are within the general scope of work, or any additional work assigned by MDT.

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

a. Maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole reasonable judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

b. Submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (IRS). MDT reserves the right to approve payment of annual merit increases requested by the CONSULTANT for any staff member, based on MDT's assessment of that individual's performance as it relates to work on this contract.

c. Comply with all federal, state and local laws, regulations and Ordinances applicable to the work. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work. Report the status of the work to the COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Contracting Officer's Representative (COR) at any time.

d. Submit for COUNTY review design computations, sketches, data and other documents representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.

e. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided services as to interpretation of documents, correction of errors and omissions and preparations of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of the CONSULTANT'S errors and omissions.

f. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION IV. COMPENSATION

Section IV B.2 – Total Maximum compensation for the Supplemental Agreements No. 1 and No. 2 shall be as follows:

1. All principals including the subconsultant principals shall not exceed $2,500.
2. Burdened direct labor for URS CONSULTANT (computed as direct labor times overhead) and all the Subconsultants shall not exceed $14,896,800.
3. Reimbursable (direct) expenses for the URS and all the Subconsultants shall not exceed $1,771,700.
4. The fixed fee for the Prime CONSULTANT, and all the Subconsultants shall be the negotiated definite amount of $1,432,200.
5. The total maximum compensation for the services included shall be $18,103,200, exclusive of the Allowance Account, and is summarized in the attached compensation schedule titled Attachment A, which is part of this Supplemental Agreement. Revisions to the allocations shown on Attachment A are permissible, subject to the approval of the MDT Director, or his designee, as long as the contract ceiling is not exceeded. Furthermore, an Allowance Account in the amount of $1,263,850 has been established for the purpose of funding portions of the work which are unforeseeable at the time of execution of this contract, or for special work deemed desirable by the COUNTY to be incorporated into this contract. The total compensation, which is inclusive of the base contract TA02-MR26 and Supplemental Agreements No. 1 and No.2, shall not exceed $21,483,822.

SECTION X. OFFICIAL NOTICES

SECTION X. OFFICIAL NOTICES

The address and telephone number of the project office has been changed to:

Address: 8200 NW 52nd Terrace, Suite 101, Miami, Fl. 33166

Telephone: (305) 514-2853

SECTION XV. DURATION OF AGREEMENT

Change contract duration from 8 years as modified by the first Supplemental Agreement to 14 years.

OTHER PROVISIONS

Except as specified herein, all terms, covenants and conditions and any other provisions of the Professional Services Agreement TAO2-MR26 including modifications thereto shall remain unchanged except for Disadvantage Business Enterprise (DBE) requirements which are no longer applicable.

The County's COR under Supplemental Agreement No. 2 is: Ivor Myers, Chief, New Vehicle Acquisition Project, with contact information as follows:

Address:	William Lehman Center
	6601 NW 72 Ave.
	Miami, FL 33166
Phone Number:	305-884-7581
Fax Number:	305-805-5409
Email Address:	imyers@miamidade.gov

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

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

HARVEY RUVIN, CLERK (Official Seal)

By: _____

BY: _____
County Manager

Witnesseth:

_____

Washington Infrastructure Services, Inc. (Assignor)

By: _____ (Corporate Seal)

(Name and Title) LARRY FARNES, VP

Witnesseth:

_____
Secretary

URS Energy & Construction, Inc. (Assignee)

By: _____ (Corporate seal)

Mr. Larry Farnes, Sr. Vice President

Witnesseth:

_____
Secretary

Approved by County Attorney as to form and legal sufficiency _____

Memorandum

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: October 24, 2012

Re: **CITT AGENDA ITEM 5H:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVING THE ATTACHED SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT TA02-MR26 BETWEEN MIAMI-DADE COUNTY AND WASHINGTON INFRASTRUCTURE SERVICES, INC. TO INCREASE THE CONTRACT VALUE BY **$4,405,737.00** AND EXTEND THE CONTRACT DURATION BY SIX YEARS; APPROVING THE ASSIGNMENT OF SAID CONTRACT FROM WASHINGTON INFRASTRUCTURE SERVICES TO URS ENERGY & CONSTRUCTION, INC.; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(MDT – BCC Legislative File No. 121823)**

On October 24, 2012, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 12-091. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent
Joseph Curbelo – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Hon. James A. Reeder – Aye

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Alexander Bokor, Assistant County Attorney

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