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

Memorandum

MIAMI-DADE COUNTY

Date: May 17, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(N)(9)

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for Professional Services for State Road 836 Express Bus Service - Park and Ride/Bus Terminal - Project No: CIP097; Contract No: CIP097-CT1-TR14, to URS Corporation Southern in the amount of $1,273,596.27; and authorizing the use of Charter County Transportation Surtax Funds for such purposes

Resolution No. R-400-16

Recommendation

This Recommendation for Award for Professional Services Agreement Contract No: CIP097-CT1-TR14 between URS Corporation Southern (URS) and Miami-Dade County (County) in the amount of $1,273,596.27 has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval pursuant to Section 2-8.2.7 of the County Code.

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

Delegated Authority

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

Scope

PROJECT NAME: State Road 836 (SR-836) Express Bus Service – Park and Ride/Bus Terminal

PROJECT NO: CIP097

CONTRACT NO: CIP097-CT1-TR14

PROJECT DESCRIPTION: DTPW is seeking Preliminary Engineering and Final Design services for the preparation of a complete set of contract documents for the construction and implementation of SR-836 Express Bus Service – Park and Ride /Bus Terminal project.

The design shall be consistent with the Federal Transit Administration (FTA) approved SR-836 Express Bus Service Categorical Exclusion document, supporting study documents, and preliminary terminal concepts prepared by DTPW; as well as studies related to this project prepared by the Metropolitan Planning Organization (MPO) and Florida Department of Transportation (FDOT).

Elements of the work include, but are not limited to, the Park-and-Ride/Transit Terminal Facilities at SW 8 Street and 147 Avenue, a new multimodal bus terminal at Florida International University (FIU), located approximately at SW 8 Street and SW 112 Avenue; road improvements (including sidewalks, crossings, ramps, signals, and other features related to the safe movement of pedestrians); transit preferential treatments, including transit signal priority; queue-jump and by-pass lanes design and/or operations; signing and pavement markings; signalization; traffic studies, simulations and signal warrant analysis; soils and subsurface investigation; surveying services; drainage; lighting; utility coordination/relocation; landscaping; maintenance of traffic (design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction); define environmental site assessment issues; conduct close coordination with the Department of Regulatory and Economic Resources Environmental Resource Management Division to obtain environmental permits; prepare environmental wetland mitigation plans; obtain required site plan environmental clearances, as required; and address Americans with Disabilities Act requirements and regulations and all necessary incidental items for a complete project. If required, the scope of work will also include right-of-way engineering, including but not limited to ordering title search reports, land boundary determination for parcel acquisitions either in fee or easement, performing appraisal reports, and business/residential relocation support.

PROJECT LOCATION:

SW 8 Street and SW 147 Avenue (Park and Ride/Bus Terminal)
SW 8 Street between SW 107 and SW 117 Avenue (Bus Terminal)

PROJECT SITES:

SITE #	LOCATION 1	DISTRICT	ESTIMATE
77245	SR 836 (East/West) Express Bus Service: SW 8 Street and SW 147 Avenue (Tamiami Station) and SW 8 Street and SW 112 Avenue (Panther Station)	11 & 12	$1,273,596.27

PRIMARY COMMISSION DISTRICT:

District 11: Juan C. Zapata
District 12: Jose Diaz
The project includes road improvements north of SW 8 Street with a Park and Ride facility south of SW 8 Street.

APPROVAL PATH: Board of County Commissioners
ISD A&E PROJECT NUMBER: E14-MDT-01

USING DEPARTMENT: DTPW

MANAGING DEPARTMENT: DTPW

Fiscal Impact/Funding Source

FUNDING SOURCES:

SOURCE	PROJECT #	SITE #	AMOUNT
PTP Bond Program	678040	77245	$1,273,596.27
FDOT Funds	678040	77245	N/A to design phase
FTA Section 5307 Grant	678040	77245	N/A to design phase

PTP FUNDING: Yes

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AMOUNT
678040 – STATE ROAD 836 (EAST/WEST) EXPRESS ENHANCED BUS SERVICE	$1,273,596.27
Book Page: 157 Funding Year: Capital Budget Book for FY 2015-16, from FY 2015-16 through FY 2018-19 funds.	
CAPITAL BUDGET PROJECTS TOTAL:	$1,273,596.27

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

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	16.00	GENERAL CIVIL ENGINEERING (PRIME)
Other	1.02	TRANSPORTATION PLANNING - MASS AND RAPID TRANSIT PLANNING

Other 2.04	MASS TRANSIT CONTROLS, COMMUNICATIONS & INFORMATION SYSTEMS
Other 2.05	GENERAL QUALITY ENGINEERING
Other 3.01	HIGHWAY SYSTEMS - SITE DEVELOPMENT AND PARKING LOT DESIGN
Other 3.02	HIGHWAY SYSTEMS - HIGHWAY DESIGN
Other 3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES
Other 3.05	HIGHWAY SYSTEMS - TRAFFIC COUNTS
Other 3.07	HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING
Other 3.08	HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION
Other 3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
Other 3.10	HIGHWAY SYSTEMS - LIGHTING
Other 3.11	HIGHWAY SYSTEMS - SIGNALIZATION
Other 6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTI AND TRANSMISSION SYSTEMS
Other 9.01	DRILLING SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
Other 9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other 9.03	CONCRETE AND ASPHALT TESTING SERVICES
Other 10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other 10.05	CONTAMINATION ASSESSMENT AND MONITORING
Other 10.06	REMEDIAL ACTION PLAN DESIGN
Other 10.07	REMEDIAL ACTION PLAN IMPLEMENTATION OPERATION/MAINTENANCE
Other 11.00	GENERAL STRUCTURAL ENGINEERING
Other 12.00	GENERAL MECHANICAL ENGINEERING
Other 13.00	GENERAL ELECTRICAL ENGINEERING

Other 14.00 ARCHITECTURE

Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING

Other 15.03 UNDERGROUND UTILITY LOCATION

Other 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

Other 20.00 LANDSCAPE ARCHITECTURE

Other 21.00 LAND USE PLANNING

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

NTPC'S DOWNLOADED: 135

PROPOSALS RECEIVED: 7

TOTAL CONTRACT PERIOD: 1,450 days

CONTINGENCY PERIOD: 145 days

IG FEE INCLUDED IN BASE CONTRACT: No

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $1,158,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI-DADE COUNTY CODE): $115,800.00 (PSA 10%)

COST ESTIMATE CONTRACT OPTION 1: $1,300,000.00
Contract Options: 1- Dolphin Station Planning ($450,000.00) and Design services ($850,000.00) (If selected, may be exercised during negotiation or via supplemental agreement), 2- Post Design Services $366,000.00 (to be

negotiated, as required, via supplemental agreement), 3 - CEI services $640,600.00 (to be negotiated, as required, via supplemental agreement).

COST ESTIMATE (CONTINGENCY ALLOWANCE OPTION 1): $130,000.00

COST ESTIMATE BASE, CONTINGENCY ALLOWANCES AND CONTRACT OPTION 1 (IF SELECTED): $2,703,800.00

AWARD:
BASE CONTRACT AMOUNT: $1,157,814.79

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI-DADE COUNTY CODE): $115,781.48 (PSA 10%)

COST ESTIMATE CONTRACT OPTION 1: 0 (contract options were not exercised during negotiations)

COST ESTIMATE (CONTINGENCY ALLOWANCE OPTION 1): 0 (contract options were not exercised during negotiations)

TOTAL AMOUNT: $1,273,596.27

Track Record/Monitor

SBD HISTORY OF VIOLATIONS: None.
According to the Internal Services Department's (ISD) Small Business Division's History of Violations report as of January 8, 2016, there are no violations listed for URS.

EXPLANATION: The Request to Advertise was filed with the Clerk of the Board (Clerk) on February 11, 2015 and a Revision to the Request to Advertise was filed with the Clerk on June 1, 2015. The Notice to Professional Consultants (NTPC) was issued on March 18, 2015.

Seven (7) proposals were received by the Clerk of the Board on May 4, 2015.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted the First-Tier evaluation on September 25, 2015 to evaluate the proposals received. All seven (7) firms were evaluated in accordance with the Section 2-10.4 of the Miami-Dade County Implementing Order 3-34 and Administrative Order 3-39. Local Preference was not applicable to the First-Tier evaluation since all firms were local. The total scores for the top three (3) firms were as follows: Firm No. 1 URS received 421 points; Firms No. 2. Parsons Brinckerhoff, Inc. received 406 points; and Firm No. 3 H.J. Ross Associates, Inc. received 400 points.

Based on the CSC's professional expertise, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination, and by a majority vote, the CSC decided to forego Second Tier proceedings pursuant to AO 3-39, Section II(C). Based on the above results, the CSC recommended that negotiation be conducted with URS.

Subsequently, all firms were found in compliance with the Disadvantage Business Enterprise and Federal Transit Administration requirements for the solicitation.

The County Mayor's Designee and the Director of Internal Service Department concurred with the CSC, and approval to begin negotiations was granted on October 14, 2015. The first negotiation meeting was held on November 13, 2015, the second negotiation meeting was held on December 4, 2015, the third negotiation meeting was held on December 16, 2015, and a fourth and final negotiation meeting was held on December 18, 2015. After negotiations were concluded, URS agreed to a final price of $1,273,596.27 for the design of the SR-836 Express Bus Service Project. Based on historical costs, the Committee determined that the negotiated price was fair and reasonable.

Contract Option No. 1, the Dolphin Station Planning and Design services was not exercised. This phase will be implemented by the Miami-Dade Expressway through the advertisement of a design-build contract scheduled for the end of April.

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

Information contained in the Capital Improvements Information System database indicates that the County has completed 80 evaluations for URS, with an overall performance rating of 3.7 points out of a possible 4 points.

SUBMITTAL DATE: May 5, 2015

ESTIMATED NOTICE TO PROCEED:	June 1, 2016
PRIME CONSULTANT:	URS Corporation Southern
COMPANY PRINCIPALS:	Carlos Garcia, P.E.
COMPANY QUALIFIER:	Carlos Garcia, P.E.
COMPANY EMAIL ADDRESS:	carlos.garcia@aecom.com
COMPANY STREET ADDRESS:	7650 Corporate Center Drive, Suite 400
COMPANY CITY-STATE-ZIP:	Miami, Florida 33126
YEARS IN BUSINESS:	26 years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report provided by ISD, URS has received four (4) contracts from the County valued at $4,720,760.60, with total change orders approved by the Board valued at $2,621,715.00.
SUB-CONSULTANTS:	AECOM Technical Services, Inc. BND Engineers, Inc. HR Engineering Services, Inc. Manuel G. Vera & Associates, Inc. AMEC Foster Wheeler Environment & Infrastructure, Inc.
DUE DILIGENCE:	Due diligence was conducted in accordance with ISD's Procurement Guideline to determine consultant responsibility, including verifying corporate status, and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, Delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to consultant responsibility. This information is relating to consultant responsibility. This information is being provided pursuant to Resolution No. R-187-12.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes

REVIEW COMMITTEE: **MEETING DATE:** 1/13/2015 **SIGNOFF DATE:** 1/21/2015

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATE VALUE
DBE	10.00%	$127,359.63

MANDATORY CLEARING HOUSE: N/A

CONTRACT MANAGER:	Jesus Valderrama	(786) 469-5291	jvalder@miamidade.gov
PROJECT MANAGER:	Ahmed Rasheed	(786) 469-5263	arashd@miamidade.gov

BACKGROUND: The "Near-Term Transportation Plan for Miami-Dade County" was developed by the MPO in October 2010 to plan DTPW service improvements along the transit corridors that were identified in the People's Transportation Plan (PTP) as priorities for the establishment of a successful rail transit system. The SR-836 Express Bus Service project will improve transit services along the East-West corridor to ultimately stimulate transit ridership and support the development of a rail transit system along the East-West corridor in accordance with the goals included in the Near-Term Transportation Plan.

BUDGET APPROVAL FUNDS AVAILABLE: _____ OMB DIRECTOR 2/26/16 DATE

APPROVED AS TO LEGAL SUFFICIENCY: _____ COUNTY ATTORNEY 2-11-16 DATE

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CONCURRENCE: _____ DIRECTOR, DPTW 2-10-16 DATE

APPROVED PURSUANT TO SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE: _____ DEPUTY MAYOR 3/17/16 DATE

CLERK:

_____ DATE

STATE ROAD 836 (EAST/WEST) EXPRESS ENHANCED BUS SERVICE **PROJECT #: 678040**

DESCRIPTION: Purchase 60 foot buses to extend bus service along SR836 from SW 8 St and SW 147 Ave to the MIC at MIA, install Wi-Fi, bus real-time signs, transit signal priority, build a new bus terminal at FIU Main Campus and a Park and Ride Lot / bus terminal at SW 8 St and SW 147th Ave

LOCATION: Countywide — District Located: 6, 10, 11, 12
Various Sites — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
FDOT Funds	0	5,373	144	320	433	4,700	0	0	10,970
FTA Section 5307/5309 Formula Grant	0	557	919	6,934	290	0	0	0	8,700
People's Transportation Plan Bond Program	10	8,345	145	425	3,056	4,700	0	0	16,681
TOTAL REVENUES:	10	14,275	1,208	7,679	3,779	9,400	0	0	36,351
EXPENDITURE SCHEDULE:	**PRIOR**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**FUTURE**	**TOTAL**
Construction	0	0	382	6,877	1,017	9,400	0	0	17,676
Land Acquisition/Improvements	10	70	0	0	0	0	0	0	80
Major Machinery and Equipment	0	12,650	0	0	0	0	0	0	12,650
Planning and Design	0	500	437	202	90	0	0	0	1,229
Project Administration	0	107	100	100	50	0	0	0	357
Project Contingency	0	948	289	500	2,622	0	0	0	4,359
TOTAL EXPENDITURES:	10	14,275	1,208	7,679	3,779	9,400	0	0	36,351
DONATION SCHEDULE:	**PRIOR**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**FUTURE**	**TOTAL**
FDOT Toll Revenue Credits	0	139	230	1,734	73	0	0	0	2,176
TOTAL DONATIONS:	0	139	230	1,734	73	0	0	0	2,176

Estimated Annual Operating Impact will begin in FY 2018-19 in the amount of $75,000

METRORAIL TRAIN WAYSIDE COMMUNICATION EQUIPMENT INSTALLATION AT RAIL STATIONS **PROJECT #: 678500**

DESCRIPTION: Install train wayside communication equipment at rail stations to interface with station signs to display train route information at the platform

LOCATION: Rail — District Located: Countywide
Various Sites — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
People's Transportation Plan Bond Program	4,612	4,150	0	0	0	0	0	0	8,762
TOTAL REVENUES:	4,612	4,150	0	0	0	0	0	0	8,762
EXPENDITURE SCHEDULE:	**PRIOR**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**FUTURE**	**TOTAL**
Construction	4,381	3,943	0	0	0	0	0	0	8,324
Project Contingency	231	207	0	0	0	0	0	0	438
TOTAL EXPENDITURES:	4,612	4,150	0	0	0	0	0	0	8,762

Estimated Annual Operating Impact will begin in FY 2015-16 in the amount of $25,000

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MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report

From: 01/01/2010 **To:** 12/31/2015

DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E09-SEA-02 (2009-023)	1	SP	GOAL CBE 10%	02/02/2010	$1,650,000.00
NON-EXCLUSIVE PROFESSIONAL SERVICES FOR BOND ENGINEERING SERVICES (SIC 871)					
					$1,650,000.00
E09-DERM-01	1	DE	GOAL CBE 16%	05/04/2010	$2,750,000.00
PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES (SIC 871)					
					$2,750,000.00
* EDP-PW-SR-20070776-B	1	PW	NO MEASURE	10/06/2010	$158,727.00
VENETIAN CAUSEWAY BRIDGE REHABILITATION					
					$158,727.00
EDP-PW-SR-20070776-B-2	1	PW	NO MEASURE	03/16/2011	$162,033.60
VENETIAN CAUSEWAY BRIDGE REHABILITATION					
					$162,033.60

Total Award Amount	**$4,720,760.60**
Total Change Orders Approved by BCC	**$2,621,715.00**

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

Memorandum

MIAMI-DADE COUNTY

Date: October 14, 2015

To: Tara C. Smith, Director
Internal Services Department

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

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

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Transit (MDT)
Architectural and Engineering Professional Services for State Road 836 Express Bus Service–Park & Ride/Bus Terminal
Internal Services Department (ISD) Project No. E14-MDT-01
MDT Contract No. CIP097-CT1-TR-14

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the above referenced Internal Services Department project number following the guidelines published in the Notice to Professional Consultants (NTPC).

ISD Project No.: ISD Project No. E14-MDT-01

Project Title: Architectural and Engineering Professional Services for State Road 836 Express Bus Service–Park & Ride/Bus Terminal
MDT Contract No. CIP097-CT1-TR-14

Scope of Services Summary: MDT is seeking Preliminary Engineering (PE) and Final Design (FD) services for the preparation of a complete set of contract documents for the construction and implementation of the State Road 836 (SR-836) Express Bus Service-Park & Ride/Bus Terminal project. The design shall be consistent with the Federal Transit Administration (FTA) approved SR-836 Express Bus Service Categorical Exclusion document, supporting study documents and preliminary terminal concepts prepared by MDT. Additionally, the design shall also be consistent any studies related to this project prepared by the Metropolitan Planning Organization (MPO) and Florida Department of Transportation (FDOT).

Elements of the work include, but are not limited to, the Park-and-Ride/Transit Terminal Facilities at SW 8th Street and SW 147th Avenue, a new multimodal bus terminal at Florida International University (FIU), located approximately at SW 8th Street and SW 112th Avenue; road improvements (including sidewalks, crossings, ramps, signals, and other features related to the safe movement of pedestrians); transit preferential treatments, including transit signal priority; queue-jump and by-pass lanes design and/or operations; signing and pavement markings; signalization; traffic studies, simulations and signal warrant analysis; soils and subsurface investigation; surveying services; drainage; lighting; utility coordination/relocation; landscaping; maintenance of traffic (design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction); define environmental site assessment issues; conduct close coordination with the Department of Regulatory and Economic Resources (RER)-Environmental Resource Management division to obtain environmental permits; prepare environmental wetland mitigation plans; obtain required site

plan environmental clearances, as required; address Americans with Disabilities Act (ADA) requirements and regulations and all necessary incidental items for a complete project. If required, the scope of work will also include right-of-way engineering, including but not limited to ordering title search reports, land boundary determination for parcel acquisitions either in fee or easement, performing appraisal reports and business/residential relocation support.

Participation Restrictions: None

Term and Cost of Contract: One (1) consultant/team of firms will be retained under a non-exclusive Professional Services Agreement (PSA) for an effective term of one thousand four hundred fifty (1,450) calendar days with a cost estimate of two million seven hundred and three thousand dollars ($2,703,000.00), inclusive of contingencies.

The contract will contain the following options: Dolphin Station Planning and Design Services (if selected, may be exercised during negotiation or via supplemental agreement); Design Services during construction; and Construction, Engineering and Inspection Services (to be negotiated, as required, via supplemental agreement).

Community Business Enterprise Goal/Measure: The Office of Civil Rights and Labor Relations, MDT, established a Disadvantage Business Enterprise (DBE) goal of 10% for the foregoing project. At the time of bid submittal, proposers were required to include:

1. Executed Certification of Assurance Form, and
2. Proposer and their sub-consultants were required to complete registration in the MDT DBE Software (MyLCM).

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): January 27, 2015

Revision No. 1 to the RTA Stamped by the COB: June 1, 2015

Number of Proposals Received: Seven (7)

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

Non-Compliance: All seven (7) respondents were found in compliance with the required Experience and Qualification stipulations denoted in the NTPC.

First Tier Results: See attached First Tier Tabulation Sheet.

Second Tier Results: Not applicable. Based on the CSC's professional expertise the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

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

Cristina Amores, A&E Consultant Selection Coordinator, Non-Voting Chairperson, ISD

Ahmed Rasheed, Senior Professional Engineer, MDT
Nilia Cartaya, Principal Planner, MDT
Wieland Uchdorf, Engineer 4, Public Works and Waste Management

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations, in the CSC's recommended order of preference. See below:

TOTAL ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A
10% CBE GOAL

URS Corporation Southern Greiner Southern, Inc.
Adjusted Qualitative Points-251
Ordinal Score-9
Final Ranking-1

The following teams will serve as the alternates:

Parsons Brinckerhoff, Inc.
Adjusted Qualitative Points-248
Ordinal Score-9
Final Ranking-2

H.J. Ross Associates, Inc.
Adjusted Qualitative Points-250
Ordinal Score-10
Final Ranking-3

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

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

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

If a satisfactory agreement cannot be reached within the sixty (60) day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contracts and report should be sent

to the Internal Services Department, A&E Unit.

Approved:

Tara C. Smith
Director

10/27/15
Date

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

c: Alice Bravo, Director MDT
Competitive Selection Committee
Clerk of the Board of County Commissioners

MIAMI DADE COUNTY

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: Architectural and Engineering Professional Services for State Road 836 Express Bus Service – Park & Ride / Bus Terminal
ISD Project No.: E14-MDT-01
Measures: 10% DBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 05/04/2015

Submittal No: 1
Prime Name: PARSONS BRINCKERHOFF, INC.
Trade Name: PB AMERICAS, INC.
Prime Local Preference: Yes
FEIN No.: 111531569

Subs Name	Trade Name	Subs FEIN No.
a. RS&H, INC.	REYNOLDS, SMITH AND HILLS, INC.	592986466
b. NOVA CONSULTING, INC.		650577672
c. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
d. GEOSOL, INC.		650997886
e. FERNANDEZ- BERAUD INC.		450538160
f. RICHARD GARCIA & ASSOCIATES, INC.		383674385
g. RADISE INTERNATIONAL, L.C.		650785837
h. ADRIAN GONZALEZ & ASSOCIATES, P.A.		650939337
i. MEDIA RELATIONS GROUP, LLC		200118620

Submittal No: 2
Prime Name: H.J. ROSS ASSOCIATES, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650163389

Subs Name	Trade Name	Subs FEIN No.
a. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
b. TERRACON CONSULTANTS, INC.		421249917
c. FERNANDEZ-BERAUD INC.		450538160
d. PEREZ & PEREZ ARCHITECTS PLANNERS, INC.		592400309
e. CHALGUB, INC.		200658783
f. AVINO & ASSOCIATES, INC.		650053775
g. COMMONGROUND/MGS		471420148

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E14-MDT-01
Measures: 10% DBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 05/04/2015

Submittal No: 3
Prime Name: EAC CONSULTING, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 650519739

Subs Name	Trade Name	Subs FEIN No.
a. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
b. PIERCE GOODWIN ALEXANDER & LINVILLE, INC.		760291476
c. B & C TRANSIT, INC.		650307428
d. BRINDLEY PIETERS AND ASSOCIATES, INC.		593057983
e. AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.		911641772
f. ROSENBERG DESIGN GROUP, INC. DBA ROSENBERG GARDNER DESIGN	DBA ROSENBERG GARDNER DESIGN	650410637
g. WOLFBERG/ALVAREZ AND PARTNERS, INC.		591713092
h. EV SERVICES, INC.		205779421
i. RADISE INTERNATIONAL, L.C.		650785837
j. HADONNE CORP.		651089850
k. SMART-SCIENCES, INC.		462397336

Submittal No: 4
Prime Name: PREMIERE DESIGN SOLUTIONS, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 260571068

Subs Name	Trade Name	Subs FEIN No.
a. HNTB CORPORATION		431623092
b. MILLER, LEGG & ASSOCIATES, INC.		650563467
c. NV5, INC. DBA KACO	VERTICAL V-SOUTHEAST, INC. DBA KACO	271979486
d. JAKES ASSOCIATES, INC.		770258148
e. M. GILL & ASSOCIATES, INC.		650261073

MIAMI DADE COUNTY

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E14-MDT-01
Measures: 10% DBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 05/04/2015

Submittal No: 5
Prime Name: HBC ENGINEERING COMPANY
Trade Name:
Prime Local Preference: Yes
FEIN No.: 223936061

Subs Name	Trade Name	Subs FEIN No.
a. ATKINS NORTH AMERICA, INC.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)	590896138
b. GANNETT FLEMING, INC.		251613591
c. GEOSOL, INC.		650997886
d. MILIAN, SWAIN & ASSOCIATES, INC.		650094999

Submittal No: 6
Prime Name: URS CORPORATION SOUTHERN
Trade Name: GREINER SOUTHERN, INC.
Prime Local Preference: Yes
FEIN No.: 592087895

Subs Name	Trade Name	Subs FEIN No.
a. AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC.		952661922
b. BND ENGINEERS, INC.		650421519
c. HR ENGINEERING SERVICES, INC.		650849633
d. MANUEL G. VERA & ASSOCIATES, INC.		591741639
e. AMEC ENVIRONMENT & INFRASTRUCTURE, INC.		911641772

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E14-MDT-01
Measures: 10% DBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 05/04/2015

Submittal No: 7
Prime Name: HDR ENGINEERING, INC.
Trade Name: HDR ACQUISITION SERVICES, INC.

Prime Local Preference: Yes
FEIN No.: 470680568

Subs Name	Trade Name	Subs FEIN No.
a. HDR ARCHITECTURE, INC.	HENNINGSON, DURHAM & RICHARDSON, INC.	470353452
b. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
c. BCC ENGINEERING, INC.		650540100
d. CHEROKEE ENTERPRISES, INC.		650891158
e. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
f. GEOSOL, INC.		650997886
g. RADISE INTERNATIONAL, L.C.		650785837
h. MANUEL G. VERA & ASSOCIATES, INC.		591741639
i. MEDIA RELATIONS GROUP, LLC		200118620

FIRST - TIER MEETING
September 25, 2015
MIAMI-DADE TRANSIT
ISD PROJECT# E14-MDT-01
ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE-PARK & RIDE/BUS TERMINAL

TABULATION SHEET
ISD PROJECT# E14-MDT-01

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Ahmed Rasheed	Jacqueline Carranza	Wieland Uchdorf	Wilson Fernandez	Raquel Rosal	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJUSTED QUAL. POINTS	TOTAL ADJ. ORDINAL SCORES	FINAL RANK
1	PARSONS BRINCKERHOFF, INC. -LOCAL												
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	36	40	45	43	40	204	41	27	54			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	12	17	18	19	17	83	17	11	22			
	3A - Past Performance of the Firms (Max. 20 points)	12	15	20	18	16	81	16	11	22			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	3	3	3	16	3	2	4			
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	5	5	5	22	4	3	6	406		
	Qualitative Scores	67	91	91	88	91							
	Ordinal Scores	4	3	2	2	4							
	Dropped Ordinal Scores	4		2								9	2
	Dropped Qualitative Scores	67		91							248		
	Tie-Breaker(CSC Ords) Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criterion 1A.												
2	R.J. ROSS ASSOCIATES, INC. - LOCAL												
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	40	40	42	48	200	40	27	53			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	17	16	17	19	79	16	11	21			
	3A - Past Performance of the Firms (Max. 20 points)	10	17	20	16	17	80	16	11	21			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	4	5	21	4	3	6			
	5A - Ability of team members to interface with the County (Max 5 points)	2	3	5	5	5	20	4	3	5	400		
	Qualitative Scores	56	81	85	84	94							
	Ordinal Scores	5	2	4	4	1							
	Dropped Ordinal Scores	5				1						10	3
	Dropped Qualitative Scores	56				94					250		
	Tie-Breaker(CSC Ords) Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criterion 1A.												

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FIRST - TIER MEETING
September 25, 2015
MIAMI-DADE TRANSIT
ISD PROJECT# E14-MDT-01
ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE-PARK & RIDE/BUS TERMINAL

TABULATION SHEET
ISD PROJECT# E14-MDT-01

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Ahmed Rasheed	Jacqueline Carranza	Wieland Uchdorf	Wilson Fernandez	Raquel Rosal	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJUSTED QUAL. POINTS	TOTAL ADJ. ORDINAL SCORES	FINAL RANK
3	EAC CONSULTING, INC. - LOCAL												
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	39	30	40	45	44	198	40	27	53			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	11	12	16	17	19	75	15	10	20			
	3A - Past Performance of the Firms (Max. 20 points)	12	16	20	14	15	77	15	10	20			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	3	4	3	17	3	2	5			
	5A - Ability of team members to interface with the County (Max 5 points)	3	3	5	5	5	21	4	3	6	388		
	Qualitative Scores	65	65	84	85	86							
	Ordinal Scores	3	6	5	3	3							
	Dropped Ordinal Scores	3	6									11	4
	Dropped Qualitative Scores		65			86					237		
	Tie-Breaker(CSC Ords) Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criterion 1A.												
4	PREMIERE DESIGN SOLUTIONS, INC. - LOCAL												
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	28	25	35	46	44	178	36	24	47			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	9	10	14	18	17	68	14	9	18			
	3A - Past Performance of the Firms (Max. 20 points)	10	15	20	17	17	79	16	11	21			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	7			
	5A - Ability of team members to interface with the County (Max 5 points)	3	3	5	5	5	21	4	3	6	371		
	Qualitative Scores	55	58	79	91	88							
	Ordinal Scores	6	7	6	1	2							
	Dropped Ordinal Scores		7		1							14	5
	Dropped Qualitative Scores	55			91						225		
	Tie-Breaker(CSC Ords) Criteria(CR) 1A, 2A, 3A, 4A, 5A. Total Qualitative Points for Criterion 1A.												

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FIRST - TIER MEETING
September 25, 2015

MIAMI-DADE TRANSIT
ISD PROJECT# E14-MDT-01
ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE-PARK & RIDE/BUS TERMINAL

TABULATION SHEET
ISD PROJECT# E14-MDT-01

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Ahmed Rasheed	Jacqueline Carranza	Wieland Uchdorf	Wilson Fernandez	Raquel Rosal	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJUSTED QUAL. POINTS	TOTAL ADJ. ORDINAL SCORES	FINAL RANK
5	HBC ENGINEERING COMPANY - LOCAL												
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	40	35	40	39	196	39	26	52			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	12	15	14	15	16	72	14	10	19			
	3A - Past Performance of the Firms (Max. 20 points)	12	17	20	15	15	79	16	11	21			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	3	4	19	4	3	5			
	5A - Ability of team members to interface with the County (Max 5 points)	4	3	5	4	5	21	4	3	6	387		
	Qualitative Scores	74	79	78	77	79							
	Ordinal Scores	2	4	7	7	6							
	Dropped Ordinal Scores	2		7								17	7
	Dropped Qualitative Scores	74	79								234		
	Tie-Breaker(CSC Ords) Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criterion 1A.												
6	URS CORPORATION SOUTHERN GREINER SOUTHERN, INC. - LOCAL												
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	49	45	45	40	41	220	44	29	59			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	17	18	18	17	89	18	12	24			
	3A - Past Performance of the Firms (Max. 20 points)	19	15	20	13	16	83	17	11	22			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	1	1	1	5	1	1	1			
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24	5	3	6	421		
	Qualitative Scores	93	82	89	77	80							
	Ordinal Scores	1	1	3	6	5							
	Dropped Ordinal Scores	1			6							9	1
	Dropped Qualitative Scores	93			77						251		
	Tie-Breaker(CSC Ords) Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criterion 1A.												

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FIRST - TIER MEETING
September 25, 2015

MIAMI-DADE TRANSIT
ISD PROJECT# E14-MDT-01
ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE-PARK & RIDE/BUS TERMINAL

TABULATION SHEET
ISD PROJECT# E14-MDT-01

		COMPETITIVE SELECTION COMMITTEE											
	NAME OF FIRM(S)	Ahmed Rasheed	Jacqueline Carranza	Wieland Uchdorf	Wilson Fernandez	Raquel Rosal	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJUSTED QUAL. POINTS	TOTAL ADJ. ORDINAL SCORES	FINAL RANK
7	HDR ENGINEERING, INC. - LOCAL												
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	29	40	50	41	38	198	40	27	53			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	15	20	18	15	79	16	11	21			
	3A - Past Performance of the Firms (Max. 20 points)	9	17	20	14	15	75	15	10	20			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	3	3	2	13	3	2	3			
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	5	5	5	22	4	3	6	387		
	Qualitative Scores	54	78	98	81	76							
	Ordinal Scores	7	5	1	5	7							
	Dropped Ordinal Scores	7		1								17	6
	Dropped Qualitative Scores	54		98							235		
	Tie-Breaker(CSC Ords) Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criterion 1A												

ISD Chairperson, Cristina Amores.

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(9)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(9)
5-17-16

RESOLUTION NO. R-400-16

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION SOUTHERN TO PROVIDE DESIGN SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE – PARK & RIDE/BUS TERMINAL, CONTRACT NO.: CIP097-CT1-TR14, IN AN AMOUNT NOT TO EXCEED $1,273,596.27 AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Professional Services agreement with URS Corporation Southern to provide Design Services for State Road 836 Express Bus Service – Park & Ride/Bus Terminal, Contract No: CIP097-CT1-TR14 in the amount of $1,273,596.27 and authorizes the County Mayor or County Mayor's designee to execute same; and authorizes the use of Charter County Transportation Surtax Funds for such purposes.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 2016. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Alex S. Bokor

Professional Services Agreement
Between
Miami-Dade County
And
URS Corporation Southern
For
SR836 Express Bus Service
Park & Ride /Bus Terminal
Project No: CIP097
Contract No: CIP097-CT1-TR14

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EXHIBITS

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B. FEDERAL REQUIREMENTS

C. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS

D. TRAVEL REQUEST FORM (N/A)

E. REIMBURSEABLE (DIRECT) EXPENSES

F. EMPLOYEE'S SALARY RATES

G. LOCAL ORDINANCES, RESOLUTION

H. DETAILED SCOPE OF WORK

DEFINITIONS

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

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the P.S.A. as singular in number and masculine in gender.

2. **Contracting Officer** is the Director of Department of Transportation and Public Works.

3. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.

4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the Consultant performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the Consultant performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.

5. **Professional Services Agreement** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.

6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the Consultant to provide services under this P.S.A. The term is synonymous with "subcontractor".

7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.

NON-EXCLUSIVE

PROFESSIONAL SERVICES AGREEMENT

THIS NONEXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2016 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and URS Corporation Southern, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide Professional Services for the SR836 Express Bus Service Park & Ride /Bus Terminal, Contract No: CIP097-CT1-TR14, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

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

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

The Contracting Officer's Representative or his designee of DTPW, hereinafter referred to as the "COR", shall issue written authorization to proceed to the CONSULTANT for the work to be performed

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

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

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

SECTION II - PROFESSIONAL SERVICES

The CONSULTANT shall provide Preliminary Engineering (PE) and Final Design (FD) services for the preparation of a complete set of contract documents for the construction and implementation of the State Road 836 (SR-836) Express Bus Service – Park & Ride /Bus Terminal project. The design shall be consistent with the Federal Transit Administration (FTA) approved SR-836 Express Bus Service Categorical Exclusion document, supporting study documents and preliminary terminal concepts prepared by DTPW, as well as any studies related to this project prepared by the Metropolitan Planning Organization (MPO) and Florida Department of Transportation (FDOT).

Elements of the work include, but are not limited to, the Park-and-Ride/Transit Terminal Facilities at SW 8th Street and 147th Avenue, a new multimodal bus terminal at Florida International University (FIU), located approximately at SW 8th Street and SW 112th Avenue; road improvements (including sidewalks, crossings, ramps, signals, and other features related to the safe movement of pedestrians); transit preferential treatments, including transit signal priority; queue-jump and by-pass lanes design and/or operations; signing and pavement markings; signalization; traffic studies, simulations and signal warrant analysis; identifying right-of-way needs, soils and subsurface investigation; surveying services; drainage;

lighting; utility coordination/relocation; landscaping; maintenance of traffic (design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction); define environmental site assessment issues; conduct close coordination with the Department of Regulatory and Economic Resources (RER)-Environmental Resource Management division to obtain environmental permits; prepare environmental wetland mitigation plans; obtain required site plan environmental clearances, as required; address Americans with Disabilities Act (ADA) requirements and regulations and all necessary incidental items for a complete project. If the following services are needed: community/public involvement activities; renderings; Certificate of Occupancy from the Building Department; extent of Utility Coordinator/Relocation efforts, they will be addressed as a separate Work Order. The scope of work will also include right-of-way engineering, acquisitions either in fee or easement, performing appraisal reports and business/residential relocation support. Scope requirements are further defined in the CONSULTANT'S final proposal dated May 4, 2015 and incorporated herein as Exhibit H. The scope in the contract and in Exhibit H are intended to be complimentary. Any conflict between the two shall be decided by the COR.

The contract will contain the following options: Dolphin Station Planning and Design Services (if selected, may be exercised during negotiation or via supplemental agreement); Design Services during construction; and Construction, Engineering and Inspection Services (to be negotiated, as required, via supplemental agreement).

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

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

B. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates.

C. Comply with all federal, state and local laws, regulations and ordinances applicable to the work.

D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

E. Report the status of the work to the COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the COR at any time.

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

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

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

I. The CONSULTANT shall communicate with the COUNTY by electronic means to the greatest extent possible as directed by the COUNTY.

J. The CONSULTANT shall develop an effective Quality Assurance Plan in accordance with the latest version, at the time of contract execution, of the FTA Quality Assurance and Quality Control Guidelines incorporated herein by reference. The Quality Assurance Plan shall

be submitted to the Engineering, Planning and Development Section of DTPW for approval within ten (10) days of the effective date of Notice-to-Proceed. The implementation and maintenance of the Quality Assurance Plan, and other contract requirements will be subject to COUNTY Quality Assurance Audits.

SECTION III - TIME FOR COMPLETION

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

SECTION IV - COMPENSATION

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

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

1. The fee for engineering services rendered by the CONSULTANTS personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times the following negotiated multipliers (Labor rates are subject to County approval as per paragaph 4 below):

Table A

Firm	Office					Field				
	OH	FCCM	Direct Costs	Operating Margin	Multiplier	OH	FCCM	Direct Costs	Operating Margin	Multiplier
URS Corporation Southern	140.23%	0.0000%	10.12%	25%	2.7535	113.99%	0.0000%	11.98%	25%	2.5097

*Operating Margins Calculated in Accordance FDOT Negotiations Handbook

The initial overhead rates allowed under this contract for field work shall be 113.99% and for office work is 140.23%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations..

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

   The maximum direct hourly rate excluding overhead billable under this contract shall not exceed $65.00 per hour, unless authorized by the COR in writing, and shall apply to all employees except Principals. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

3. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, unless exempted for personnel below the level of Project Engineer or Project Architect. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

4. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Exhibit "F" shall be consistent with prevailing local wage rates paid for similar work to similar

employee classifications and subject to COR approval prior to starting work. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm. and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

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

Table B

Firm	Principals	Hourly Rate
URS Southern Corporation	Carlos Garcia, P.E.	$ 150.00
BND Engineers, Inc.	Basil S. Williams, P.E.	$ 150.00
Manuel G. Vera & Associates Inc.	Manuel G. Vera, Jr., PSM	$ 150.00

Note: Consultant shall not bill for more than 40 hours by the Principal for any week without prior written approval by the COR.

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

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

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include:

Permits, purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized.

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

The maximum compensation for reimbursable (direct) expenses including surveying and geotechnical services for the CONSULTANT shall not exceed the amount stated in Exhibit "E".

D. FIXED FEE (SEE EXHIBIT "E")

The fixed fee which was negotiated at 25% is the operating margin (profit) in accordance with FDOT Negotiations Hand Book paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 25% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. SURVEYING AND GEOTECHNICAL SERVICES

1. The CONSULTANT shall be compensated for general land and engineering surveying and/or aerial photogrammetric based on negotiated rates established in the most recent contract with the DTPW.
2. A minimum of four (4) hours shall be paid for survey crews which have reported to the job site prior to work cancellations due to inclement weather or other reason.
3. The CONSULTANT shall be compensated for geotechnical services based on negotiated rates established in the most recent contract with the DTPW, when services are required.
4. NOTE: No separate, additional payment shall be authorized.

F. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed $1,273,596.27.

G. EXCEEDING EXPENDITURES

If at any time the CONSULTANT has reason to believe that the expenditures, in the next 60 days, will exceed 75% of the Maximum Compensation amount for any work order, the CONSULTANT shall immediately notify the COUNTY in writing to that effect. Failure to comply with this requirement may forfeit payments for authorized overruns. The CONSULTANT shall also provide a revised estimate to complete the work under the applicable sections. The CONSULTANT shall not be obligated to incur costs in excess of the maximum Contract ceiling except at the request of the COUNTY and proper execution of a Supplemental Agreement.

H. SUBCONSULTANT COMPENSATION

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

SECTION V - METHOD OF PAYMENT

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

A. TIME & MATERIALS

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

B. LUMP SUM FEE

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

RETENTIONS (Applies to all Methods of Payment)

The COUNTY shall retain a portion of each invoice equal to five percent (5%) of the amount due for burdened labor, principal labor and fixed fee only, accrued by the CONSULTANT during the period covered by such invoice. The CONSULTANT shall provide for similar retention in all of its subcontracts. Upon completion and acceptance by the COUNTY of the services covered by each work order, the retention held for each work order shall be released to the CONSULTANT.

SECTION VI - SCHEDULE OF WORK

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

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

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

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

The parties to this contract hereby authorize the DTPW Director, functioning as the Contracting Officer or designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract except issues or

disputes related to the CONSULTANT's performance evaluation and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The CONSULTANT and the COUNTY are entitled to a hearing before the Contracting Officer, or his designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses. No depositions will be taken.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary or capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

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

SECTION VIII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to pre-existing copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY upon CONSULTANT receiving payment in full for services satisfactorily performed. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without

prior written approval from the COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR.

SECTION IX - REUSE OF DOCUMENTS

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

SECTION X – OFFICIAL NOTICES

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

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

URS Corporation Southern
Carlos Garcia, P.E.
7650 Corporate Center Drive, Suite 400
Miami, FL 33126
carlos.garcia@aecom.com

SECTION XI - AUDIT RIGHTS

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

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

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

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

A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data

shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.

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

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

SECTION XII - SUBCONTRACTING

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the COUNTY. Subconsultants included in CONSULTANT's proposal are deemed to be approved by the COUNTY.

The CONSULTANT may, if they so desire and if approved by the COUNTY, employ Special Professional Consultants to assist in performing specialized portions of the work. Payment of such Special Professional Consultants employed at the option of the CONSULTANT and subject to written approval by the COUNTY shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the work included in the Work Order.

The COUNTY may, if it deems such action necessary to the satisfactory and expeditious completion of the authorized work, direct the CONSULTANT to engage the services of a Designated Professional Consultant(s) to assist the CONSULTANT in the performance of specialized portions of the services. The CONSULTANT shall comply with such directive. Employment of such a Designated Professional Consultant(s) at the direction of the COUNTY by Work Order shall constitute additional services under the provisions of this Agreement and the CONSULTANT shall be reimbursed therefore in accordance with negotiated fees at the time such additional services are requested by the COUNTY.

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

A. SUBCONSULTANTS

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

Table C

Firm	Office					Field				
	[illegible]	[illegible]	Indirect Expense	Operating Margin*	Multiplier	[illegible]	[illegible]	Indirect Expense	Operating Margin*	Multiplier
AECOM Technical Services	140.23%	0.0000%	10.12%	25%	2.7535	113.99%	0.0000%	11.98%	25%	2.5097
BND Engineers, Inc.	190.81%	0.0820%	1.71%	20%	3.1260	149.13%	0.0820%	0.71%	20%	2.6990
AMEC Fosters Wheeler Environment & Infrastructure, Inc.	160.00%	0.0000%	28.50%	20%	3.0850	140.38%	0.0000%	16.66%	20%	2.7704
Manuel G. Vera & Associates, Inc.	128.88%	0.2190%	15.34%	20%	2.6444					
HR Engineering Service Inc.	135.62%	0.4020%	21.97%	20%	2.7799					

*Operating Margin Calculated In Accordance FDOT Negotiations Handbook

2. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses

3. The maximum direct hourly rate, excluding overhead, allowed under this contract shall not exceed $65.00 per hour unless authorized by the COR in writing, and shall apply to all subconsultant employees. The burdened direct labor charges shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

4. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, unless exempted for personnel below the level of Project Engineer or Project Architect. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

5. Labor rates shall be in accordance with the list of employees and rates supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local wage rates paid for similar work to similar employees

classifications and subject to COUNTY approval prior to starting work. Annual wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

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

7. Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County.The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.

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

B. NON-EXCLUSIVITY

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

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S COUNTY-approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S COUNTY-approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

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

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of (1450) calendar days after its date of execution or until depletion of the funds allocated to pay for the cost of services, whichever occurs first. Actual completion of the services hereunder may extend beyond such term provided that action is taken in accordance with any of the methods described under Subsections A through C below:

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

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

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

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

SECTION XVI - DEFAULT

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

SECTION XVII - INDEMNIFICATION AND INSURANCE

Consultant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or

resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners principals or subcontractors. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to DTPW, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by

the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

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

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

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

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

A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

B. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:

(1) A source of income statement;

(2) A current certified financial statement;

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

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

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

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

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

SECTION XIX - CERTIFICATION OF WAGE RATES

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

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

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

to their race, religion, color, sex, age, marital status, physical handicap or national origin. Evidence of such actions shall be reported on forms supplied by the COUNTY.

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

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

B. NONDISCRIMINATION

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

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

The CONSULTANT must make a good faith effort to meet the ten (10%) percent Disadvantaged Business Enterprise (DBE) goal established for this contract and to comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A".

SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS

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

SECTION XXII – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions

SECTION XXIII - UTILIZATION REPORT (UR)

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

SECTION XXIV – PROMPT PAYMENT

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

SECTION XXV – ESTIMATE TIME FOR CONTINGENCY

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

SECTION XXVI - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore an estimated Allowance Account of $115,781.48 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Miami-Dade Transit for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

SECTION XXVII - SCRUTINIZED COMPANY

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

SECTION XXVIII – ERRORS AND OMISSIONS

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

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the contract documents prepared by the Consultant will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. The COUNTY shall obtain recovery of the additional cost of construction for all errors caused by the CONSULTANT should the sum of the total additional constructions for errors intotal exceed five percent (5%) of the total construction cost. Indirect costs may include delay damages caused by the error.

B. Omissions

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

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

The CONSULTANT shall participate in all negotiations with the Contractor related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. The extent of the CONSULTANT'S liability to the COUNTY shall be in accordance with Florida Statute 725.08.

SECTION XXIX - MISCELLANEOUS

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

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

C. Responsibility for Others. CONSULTANT shall be responsible to COUNTY for CONSULTANT Services and the services of CONSULTANT subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

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

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

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

SECTION XXX - ENTIRETY OF AGREEMENT

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

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

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

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

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 2016.

ATTEST:

HARVEY RUVIN

By:_____

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

By:_____
COUNTY MAYOR

ATTEST:

By:_____

URS CORPORATION SOUTHERN
(Corporate Seal)

By: CARLOS GARCIA
VICE PRESIDENT

Approved by County Attorney

As to Form and Legal Sufficiency: _____

Memorandum

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: April 7, 2016

Re: **CITT AGENDA ITEM 5D:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) AWARD A PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION SOUTHERN TO PROVIDE DESIGN SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE – PARK & RIDE/BUS TERMINAL, CONTRACT NO.: CIP097-CT1-TR14, IN AN AMOUNT NOT TO EXCEED **$1,273,596.27** AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES **(DTPW – BCC Legislative File No. 160713)**

On April 6, 2016, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 16-013. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Oscar Braynon – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Absent

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye

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