

Memorandum



Date: October 5, 2021

Agenda Item No. 8(N)(18)

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Supplemental Agreement No. 2 between Parsons Transportation Group, Inc. and Miami-Dade County for Engineering Services for the Department of Transportation and Public Works’ Capital Improvement Plan (2); Contract Number CIP142-1-TPW16-PE1 (1); Increasing Contract Amount by \$11,000,000; Authorizing the use of Charter County Transportation Surtax Funds for Such Purposes; and Exercising Option to Extend Increasing Contract Duration by 1825 Calendar Days

This item was amended at the September 13, 2021, Transportation, Mobility and Planning Committee to modify paragraph four on Page 3 of the Mayor’s Memorandum to reference the requirements for the New Starts process for the Northeast Corridor project.

Recommendation

This Supplemental Agreement No. 2 for Contract Number CIP142-1-TPW16-PE1 (1) between Parsons Transportation Group, Inc. (PTG) and Miami-Dade County (County), in the amount of \$11 Million is required for the Strategic Miami Area Rapid Transit (SMART) Plan Northeast Corridor. On June 2, 2021, the Board of County Commissioners (Board) approved a Mid-Year Budget Amendment allocating these additional \$11 Million to the Northeast Corridor in order to get the corridor accepted into the Federal Transit Administration (FTA) Small Starts application process. Activities that will be covered by this Supplemental Agreement include:

- Finalizing the National Environmental Policy Act (NEPA) process
- FTA Small Starts Application;
- FTA Project Readiness;
- Project Development 30% Design and Preliminary Engineering; and
- Owners Representation Support through Procurement and Design.

This Supplemental Agreement has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval by the Board pursuant to Section 2-8.1 of the Code of the County (Code). Refer to Exhibit 1 for additional project requirements.

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

Scope

The scope of this item is countywide in nature. The projects that require professional services extend across various locations, represented by various commission districts.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement Supplemental Agreement No. 2 and Option to Extend is consistent with those authorities granted under the Code. No further delegation is necessary or being requested for this contract.

Fiscal Impact/Funding Source

The fiscal impact for the contract is \$11,000,000. There are no operation and maintenance costs as this is a Supplemental Agreement for professional services. The Supplemental Agreement is funded from the below project included in the Fiscal Year 2021-22 Proposed Budget Multi-Year Capital Plan with the below funding sources. Future available use of funding from other federal and state sources such as FTA and Florida Department of Transportation (FDOT), will be assigned as projects are identified and approved in the Multi-Year Capital Plan.

<u>Revenue Name</u>	<u>Program Number</u>	<u>Project Number</u>	<u>Fund Code</u>	<u>Amount</u>
Charter County Transit System Surtax	672670	3002318	ET047	11,000,000

Background

On March 7, 2017, the Board passed Resolution R-257-17 to approve a Professional Services Agreement (PSA) with PTG to provide professional engineering services for DTPW’s Capital Improvement Plan, in an amount not to exceed \$11,000,000, with a limit of spending authority for work orders related to the SMART Plan to one year from the effective date of the Resolution, unless additional time is approved by the Board, and authorization to use Charter County Transportation Surtax Funds for such purposes.

At the time that this PSA was approved, the Board requested that everything possible be done to complete these studies within one year. At that time, it was advised that there were several factors out of the County’s control that rested with the FTA regarding review times and the level of NEPA studies that they would require. When these SMART Plan studies commenced in Spring 2017, the County proposed to the FTA that abbreviated studies be performed with a Class of Action (COA) of Categorical Exclusion, which requires the lowest level of environmental documentation and can be completed in one year. Through coordination with FTA, it became clear that any rail mode alternative would trigger the highest level of environment documentation, and that additional time would be needed to complete these studies. Since the passing of this Resolution, DTPW has continued to work on the NEPA studies for the SMART Plan.

Subsequently, on March 6, 2018, the Board passed Resolution R-226-18, approving continuation of spending authorities beyond March 7, 2018, for an additional year for work orders related to the SMART Plan. As some of the SMART studies neared completion and DTPW began pursuit of Federal and State funding, on February 5, 2019, the Board passed Resolution R-151-19, approving Supplemental Agreement No. 1, increasing the contract amount of the PSA; authorizing the use of

Charter County Transportation Surtax Funds for such purposes; and authorizing continuation of spending authorities for work orders related to the SMART Plan beyond March 7, 2019, for one additional year. As such, the PSA with PTG received \$9,130,000 in additional funding capacity, which increased the total contract amount (inclusive of contingency) to \$20,130,000. These additional funds provided for Project Development and Engineering services for the Beach Corridor project and other programmed capital projects not related to the SMART Plan, through March 2022. Services included but were not limited to completion of the FTA Project Development phase and submittal of a new Starts package as required. On March 3, 2020, the Board passed Resolution R-249-20, approving continuation of spending authorities beyond March 7, 2020, for an additional year for work orders related to the SMART Plan.

To continue working on the above project, on March 2, 2021, the Board passed Resolution R-120-21, approving continuation of spending authorities beyond March 7, 2021, for an additional year for work orders related to the SMART Plan.

Status of the Northeast Corridor:

In 2016, the Miami-Dade County Transportation Planning Organization (TPO) Governing Board adopted Resolution 06-16, which established transit as the “highest priority” in the County. Subsequently, the TPO Governing Board unanimously adopted Resolution 26-16, which approved the SMART Plan as the blueprint for developing premium transit services throughout the County. The Northeast Corridor is one of six transit corridors established for the SMART Plan. The Corridor is approximately 13.6 miles from Downtown Miami to Aventura and will connect the hearts of various municipalities in northeastern Miami-Dade and improve north-south mobility. The Corridor will provide an efficient alternative to driving on congested streets and highways and a much-needed integrated transportation link essential for smart growth management, sustainability, and a vital economy.

In March 2021, the TPO Governing Board selected passenger/Commuter Rail Technology as the Locally Preferred Alternative. DTPW is been working closely with FTA and is taking the first steps towards seeking FTA funds for the Northeast Corridor. The County began the NEPA process on this corridor, and in May 2021, submitted the NEPA checklist to FTA pending a Class of Action. In August 2021, the County submitted a Request to Enter into FTA New Starts Project Development, which is currently under review by FTA. DTPW will assess opportunities to expedite the process for obtaining FTA funding for the New Starts process. To achieve this objective, additional professional services, through a supplemental agreement, are necessary to advance the Northeast Corridor project.

The original term of the contract is set to expire on April 2, 2022. Exercising the option to extend the contract term by an additional 1,825 calendar days and increasing funding capacity is needed in the amount of \$11,000,000 to complete the NEPA process, pursue FTA funding, enter into Small Starts, develop 30% engineering plans, and provide owners representation during project preliminary engineering, design, and construction phases of the Northeast Corridor (refer to Exhibit 2). The Department currently does not have the necessary in-house staff with the expertise and licenses necessary to complete the work required for these tasks in the timeframe necessary. Exhibit No. 3 attached shows all work encumbered to date, invoiced to date, and balance. Exhibit No. 2 shows the funding projections necessary for the Northeast Corridor through construction. In summary, through

April 30, 2021, a total of \$18,635,555.45 has been encumbered (\$15,872,367.30 on SMART Plan related work, including the Northeast Corridor project, and \$2,763,188.15 on other non-SMART related projects), with an available balance of \$1,494,444.55 (inclusive of the ten percent contingency allowance) left on the existing contract allocation.

Continuity of professional services through this supplemental agreement is critical to reaching the Northeast Corridors’ project milestones. The scope of services needed are within the same scope of services identified in the original scope of this contract. Advertising a new contract would involve a procurement process; thereby affecting the County’s ability to achieve these milestones and possibly delay FTA funding approval for 2022. In addition, advertising the contract would introduce the possibility of another consultant being awarded the contract, which would result in higher costs associated with the new consultant absorbing and adopting the work performed to date by the original consultant.

Disadvantaged Business Enterprise (DBE) Goal Attainment:

DTPW’s Office of Civil Rights has made no change to the DBE goal for this contract. As such, the Consultant will continue to take all necessary steps towards compliance with the DBE contracted goal. As of April 30, 2021, the annual DBE participation rate since the contract’s inception stood at approximately 42.81%. This percentage is based on services provided by certified DBEs and invoiced services paid to date. The Consultant is expected to make good faith efforts in meeting its contractual goal of 22% within this renewal period. Furthermore, the Consultant shall maintain its DBE participation levels in accordance with 49 Code of Federal Regulations, Part 26. DTPW has written acknowledgement from PTG of its intent to maintain the 22% rate for the duration of the contract. Going forward, the Consultant shall continue to allocate new work to certified DBE firms included in the contract. DTPW-DBE remains committed to providing technical assistance to help the consultant in meeting its DBE obligation.


Track Record/Monitor

Leticia Smith, CPPO, CPPB, the Chief of Contract Services and Elia Nunez, P.E., Assistant Director of the Engineering, Planning and Development Division for DTPW, are responsible for the PSA’s implementation and administration.

Due Diligence

Pursuant to Resolution R-187-12 and in accordance with the Internal Services Department’s Procurement Guidelines, DTPW staff exercised due diligence to determine Consultant responsibility for PTG. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. According to the Firm History Report provided by the Division of Small Business Development, within the last three years, PTG held one change order approved by the Board in the amount of \$9,130,000 for Contract No. CIP142-1-TPW16-PE1 (1), awarded in 2017 (See Exhibit 4). There were no adverse findings relating to the Consultant’s responsibility. There are six evaluations on record for PTG in the Capital Improvements Information System with an average rating of 3.8 out of a possible 4.0 points.

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
Page 5



Jimmy Morales
Chief Operations Officer

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

PROJECT NAME: Professional Services Agreement for Engineering Services for Department of Transportation and Public Works' Capital Improvement Plan (2)

PROJECT NO: CIP142-1

ISD A&E

PROJECT NO: E16-DTPW-02

CONTRACT NO: CIP142-1-TPW16-PE1

PROJECT DESCRIPTION: DTPW requires professional services for the General Consultant for a wide range of planning, engineering, survey, architectural, landscaping, technical, management and administrative services as needed to assist in executing projects in the DTPW Capital Improvement Plan and in implementing the SMART Plan that also includes the Bus Express Rapid Transit Network. No minimum amount of work or compensation will be guaranteed to the selected consultant. The SMART Plan includes the following major Rapid Transit Corridors: North Corridor (NW 27th Avenue), Beach Corridor, East-West Corridor (SR-836), South Dade TransitWay, Tri-Rail Coastal Link (North East/FEC Corridor) and the Kendall Corridor.

The Consultant will supplement DTPW's resources by providing highly qualified technical and professional personnel to perform the duties assigned under the terms of this agreement. These services will commence in FY 2016-17. The Consultant (s) will primarily support the Engineering, Planning and Development Section of DTPW with the following Project Management activities: Planning & Systems Development, Service Planning, Design & Engineering, Right-of-Way & Utilities/Joint Development, Construction, Contract Management Divisions, Project Control, Estimating Services and Quality Assurance Divisions. The Consultant (s) may also provide support to Operations especially the Field Engineering Division.

DTPW may request the Consultant's services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. Services to be provided by the Consultant will be initiated and completed as directed by DTPW's Project Manager for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a non-exclusive basis. DTPW, at its option, may elect to have any of the services set forth herein performed by other Consultants or DTPW staff.

**EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS**

Funding for these services will be provided by federal funding agencies, FDOT, and local sources on a project-by-project basis and in accordance with negotiated fees and tasks described in each work order.

USING

DEPARTMENT: Department of Transportation and Public Works

MANAGING

DEPARTMENT: Department of Transportation and Public Works

PTP FUNDING: Yes

ARRA FUNDING: No

GOB FUNDING: No

	Original Contract Values	Previous Adjustments To Values	This Amendment Values	Current Totals	Total Paid	Balance After Amendment
BASE:	\$10,000,000	\$8,300,000	\$11,000,000	\$29,300,000	\$14,214,456.04	\$15,085,543.96
CONTINGENCY:	\$1,000,000	\$830,000	\$0	\$1,830,000	\$0	\$1,830,000
DEDICATED:	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTALS:	\$11,000,000	\$9,130,000	\$11,000,000	\$31,130,000	\$14,214,456.04	\$16,915,543.96

	Original Contract Duration	Previous Adjustments To Duration	This Amendment Duration	Current Totals
BASE DURATION:	1825	0	1825	3650
CONTINGENCY:	<u>182</u>	<u>0</u>	<u>0</u>	<u>182</u>
TOTAL DURATION:	2007	0	1825	3832

INITIATING FACTOR(S) FOR AMENDMENT

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
COUNTY REQUESTED CHANGE	\$11,000,000	1825 days

SUSTAINABLE

BUILDINGS

ORDINANCE:

(I.O NO. 8-8)

Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
Not Applicable

**EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS**

SEA LEVEL RISE

ORD. NO. 14-79: The impact of Sea Level Rise will be considered as part of the design when applicable.

**IG FEE INCLUDED
IN BASE**

CONTRACT: No

**ART IN PUBLIC
PLACES:**

No

**APPLICABLE
WAGES:**

Not Applicable

**MANDATORY
CLEARING**

HOUSE: Not Applicable

TRACK RECORD/MONITOR

COMPANY

PRINCIPAL: Anne M. Darnell, P.E.

COMPANY

QUALIFIER: Rhet Schmidt, P.E.

COMPANY

EMAIL

ADDRESS: anne.darnelle@parsons.com

COMPANY

STREET

ADDRESS: 7600 Corporate Center Drive, Suite 104

COMPANY CITY

-STATE-ZIP: Miami, FL 33126

YEARS IN

BUSINESS AT

TIME OF

AWARD: 46 Years

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

**PREVIOUS CONTRACTS
WITH COUNTY IN
THE LAST FIVE
YEARS AT TIME
OF AWARD:**

According to the Firm History Report provided by the Internal Services Department, PTG received one contract from the County during the five years immediately preceding the award of this contract with a total value of \$25,500 and total change orders approved by the Board of County Commissioners valued at \$1,648,813.38.

SUBCONSULTANTS:

305 Consulting Engineers, LLC.*
Atkins North America, Inc.
Bermello, Ajamil and Partners, Inc.
Cambridge Systematics, Inc.
EBS Engineering, Inc.*
E-Sciences, Incorporated
Geosol, Inc.*
HBC Engineering Company*

Holt Communications, Inc.*
Jacobs Engineering Group Inc.
Manuel G. Vera & Associates, Inc.*
Professional Service Industries, Inc.
SDM Consulting Engineers, Inc.*
Southeastern Archaeological Research, Inc.
U.S. Cost, Incorporated dba RIB U.S. Cost

*DBE Firms

EXHIBIT NO. 2

PARSONS TRANSPORTATION GROUP, INC. - WORK ORDERS PROJECTION
 CONTRACT #CIP-142-1-TPW16-PE1 (1)

Work Order Description	SMART PLAN	PROJECTED WORK ORDER AMOUNT THRU 3/7/2022	PROJECTED WORK ORDER AMOUNT THRU 3/7/2023	PROJECTED WORK ORDER AMOUNT THRU 3/7/2024	PROJECTED WORK ORDER AMOUNT THRU 3/7/2025	SUBTOTALS
NE Corridor - FTA Small Starts Application/ FTA Project Readiness	YES	\$700,000				\$700,000
NE Corridor - Project Development 30% Design and Preliminary Engineering	YES	\$4,800,000				\$4,800,000
NE Corridor - NEPA Process	YES	\$3,500,000				\$3,500,000
NE Corridor - Owners Rep Support through Procurement and Design	YES		\$500,000	\$1,000,000	\$500,000	\$2,000,000
Total Project Need to Complete		\$9,000,000	\$500,000	\$1,000,000	\$500,000	\$11,000,000



Department of Transportation and Public Works
Parsons Transportation Group, Inc., d/b/a, Parsons
Contract No. CIP142-1-TPW16-PE1(1)
Exhibit No. 2-B

EXHIBIT 3

Report Date: 5/27/2021
Page: 1 of 2

Work Order No.	Work Order Title	Encumbered To Date	Paid To Date	Balance To Date
WO-B-001.R0	SMART Plan Beach Corridor Project Development and Environment (PD and E) Study	\$ 1,131,624.55	\$ 1,131,624.55	\$ -
WO-B-002.R0	ATMS Master Plan	Cancelled		
WO-B-003.R0	ATMS Master Plan - Traffic Management Center	Cancelled		
WO-B-004.R0	Traffic Signal Systems Upgrade Project - General Engineering Services	\$ 1,044,521.20	\$ 934,166.92	\$ 110,354.28
WO-B-005.R0	Development of Traffic Signals Upgrade Request for Proposals (RFP)	\$ 230,661.21	\$ 152,832.79	\$ 77,828.42
WO-B-006.R0	SMART Plan Quail Roost Park and Ride - NEPA Evaluation	\$ 14,745.32	\$ 14,745.32	\$ -
WO-B-007.R0	CEI Services for Closeout Phase for Lehman Yard Rehabilitation and Expansion Phase 1	\$ 20,000.00	\$ 20,000.00	\$ -
WO-B-008.R0	SMART Plan Beach Corridor Project Development and Environment Phase II	\$ 228,899.66	\$ 228,899.66	\$ -
WO-B-009.R0	William Lehman Perimeter Security Fence - 6601 NW 72 Avenue	\$ 114,541.91	\$ 114,541.91	\$ -
WO-B-010.R0	William Lehman Wheel Truing Machine - 6601 NW 72 Avenue	\$ 131,997.00	\$ 39,282.46	\$ 92,714.54
WO-B-011.R0	SMART Plan Beach Corridor Project Development and Environment Phase III	\$ 9,816,818.78	\$ 8,535,932.07	\$ 1,280,886.71
WO-B-012.R0	Transit Service Evaluation Study Phase 3 - SMART Plan	Cancelled		
WO-B-013.R0	The Underline - Archaeological Monitoring Services During Construction for Phase 1	\$ 78,789.50	\$ 66,797.23	\$ 11,992.27
WO-B-014.R0	SMART Plan Bus Express Rapid Transit (BERT) Network - Phase 1	Cancelled		
WO-B-015.R0	SMART Plan Bus Express Rapid Transit (BERT) Network Implementation	Cancelled		
WO-B-016.R0	SMART Plan Beach Corridor Envision Assessment	Cancelled		
WO-B-017.R0	SMART Plan Golden Glades Multimodal Transportation Facility - Technology Components	\$ 78,993.68	\$ 78,993.68	\$ -
WO-B-018.R0	SMART Plan Document Review	\$ 414,227.16	\$ 375,842.80	\$ 38,384.36
WO-B-019.R0	SMART Plan Bus Express Rapid Transit (BERT) Network Implementation	\$ 1,851,816.32	\$ 1,588,668.08	\$ 263,148.24
WO-B-020.R0	Acoustical Barrier Replacement	\$ 441,379.08	\$ 261,346.01	\$ 180,033.07
WO-B-021.R0	Irene Hegedus	Cancelled		
WO-B-022.R0	SMART Plan Beach Corridor PD&E Study Phase III (36" Water Main)	\$ 501,984.96	\$ 182,577.46	\$ 319,407.50
WO-B-023.R0	Wheel Truing Machine Facility at Lehman Yard	Cancelled		
WO-B-024.R0	General In-House Support for SMART Plan Program	\$ 85,915.86	\$ 39,681.78	\$ 46,234.08
WO-B-025.R0	Planning Document Review for the Northeast Corridor	\$ 290,432.46	\$ 113,557.79	\$ 176,874.67



Department of Transportation and Public Works
Parsons Transportation Group, Inc., d/b/a, Parsons
Contract No. CIP142-1-TPW16-PE1(1)
Exhibit No. 2-B

Report Date: 5/27/2021
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Work Order No.	Work Order Title	Encumbered To Date	Paid To Date	Balance To Date
WO-B-026.R0	TED Priority Safety Projects (Public Works No. 20200145)	\$ 175,692.65	\$ 175,325.92	\$ 366.73
WO-B-027.R0	Golden Glades Bike and Ped Connector "Sunshine Station" PD and E Study	\$ 422,817.29	\$ -	\$ 422,817.29
WO-B-028.R0	Uplift Anchor Repairs at Pier BK-38 - Metromover Brickell Loop	\$ 16,872.45	\$ 16,872.45	\$ -
WO-B-029.R0	Rickenbacker to Vizcaya Metrorail Station/Underline Rail Connector	Cancelled		
WO-B-030.R0	In-House Support Staff - Plans Review (Aventura Station Design Build Project)	\$ 142,058.99	\$ -	\$ 142,058.99
WO-B-031.R0	Owner's Representative for the Beach Corridor Trunk Line DBFOM P3 Project	\$ 1,286,948.07	\$ 142,767.16	\$ 1,144,180.91
WO-B-032.R0	Beach Express South (SMART Plan)	\$ 113,817.35	\$ -	\$ 113,817.35
Totals:		\$ 18,635,555.45	\$ 14,214,456.04	\$ 4,421,099.41

Vendor Profile: Contracts

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Contracts	Concessions	Site Visits
Workforce Comp/EEO	EDP Registrations	Reports							

Parsons Transportation Group, Inc., DBA Parsons Transportation Group, Inc.

System Vendor Number: 20007354

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor						
Actions	Contract Number & Title	Prime Contact	Status	Dates	Award Amount	Paid Amount
View	EDP-AV-SR-S103A: MIA RUNWAY 08L LOCALIZER SHELTER	Odalys Delgado (change)		5/30/2012 to 1/31/2014	\$25,500	\$25,468
View	E16-DTPW-02_0001: NF-PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORK'S CAPITAL IMPROVEMENT PLAN (2)	Odalys Delgado (change)	2 incomplete audits 2 discrepancies	3/7/2017 to 3/6/2022	\$20,130,000	\$14,344,911
Number of contracts as prime: 2					\$20,155,500	\$14,370,378

Contracts as Subcontractor						
Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	E13-WASD-01R: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEMS PRIORITY PROJECTS	Odalys Delgado (change)		AECOM Technical Services, Inc.	-\$250,000 -0.18%	\$1,188,793
Number of contracts as subcontractor: 1					-\$250,000	\$1,188,793

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MEMORANDUM
(Revised)

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

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(18)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(18)
10-5-21

RESOLUTION NO. _____

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN PARSONS TRANSPORTATION GROUP INC. AND MIAMI-DADE COUNTY FOR ENGINEERING SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS' CAPITAL IMPROVEMENT PLAN, CONTRACT NUMBER CIP142-1-TPW16-PE1 (1), INCREASING CONTRACT AMOUNT BY \$11,000,000.00; AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THE NORTHEAST CORRIDOR PROJECT WHICH WAS INCLUDED IN THE ORIGINAL PEOPLE'S TRANSPORTATION PLAN; APPROVING EXERCISING OPTION TO EXTEND CONTRACT DURATION BY 1825 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN

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:

Section 1. Approves Supplemental Agreement No. 2 to Professional Services Agreement between Parsons Transportation Group Inc. and Miami-Dade County for Engineering Services for the Department of Transportation and Public Works' Capital Improvement Plan, Contract Number CIP142-1-TPW16-PE1 (1), Project No: E16-DTPW-02, increasing the contract amount by \$11,000,000.00; authorizes the use of Charter County Surtax Transportation funds for the Northeast Corridor project which was included in the original People's Transportation Plan; and approves exercising by 1825 calendar days.

Section 2. Authorizes the County Mayor or the County Mayor’s designee to execute the Supplemental Agreement No. 2 and Option to Extend in substantially the forms attached hereto, for and on behalf of Miami-Dade County and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.



Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND PARSONS TRANSPORTATION GROUP
INC.

This Second Supplemental Agreement is made and entered into as of the ___ day of _____ 2021 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the “COUNTY”, and Parsons Transportation Group Inc., hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, Miami-Dade County (County) on March 31, 2017, entered into a Professional Services Agreement with Parsons Transportation Group Inc. to provide Engineering Services for Department of Transportation and Public Works’ Capital Improvement Plan (2), Contract Number CIP142-1-TPW16-PE1 (1); and

WHEREAS, on March 7, 2019, the County entered into the First Supplemental Agreement No. 1 with Parsons Transportation Group Inc., which increased the contract capacity to \$20,130,000 (inclusive of the contingency allowance) to provide additional professional services, as required.

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement as provided below.

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

TABLE OF CONTENTS

Refer to the list of Exhibits and add the following at the end of the list:

- I. Option to Extend No. 1

SECTION II – PROFESSIONAL SERVICES

Refer to “Upon request by the Department of Transportation and Public Work said services may include, but not be limited to, the following:” and add #26 as follows:

- 25. Provide professional services, including but not limited to completion of the NEPA process; pursue FTA funding, enter into Small Starts, develop 30% engineering plans, and provide owners’ representation during project preliminary engineering, design, and construction phases of the Northeast Corridor

SECTION IV – COMPENSATION

Refer to Section IV, Paragraph F, Maximum Compensation, and amend as follows:

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 \$31,130,000 (inclusive of a 10% contingency allowance).

SECTION XV – DURATION OF AGREEMENT

Refer to Paragraph 2 and replace the language with the following:

The contract contains a one-time five (5) year option to renew period exercised at the sole discretion of the County, and shall comply with the original terms and conditions, and any amendments thereof (refer to Exhibit I – Option to Extend No. 1).

SECTION XVIII – ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

Add Subsection “D” as follows:

- D. E-VERIFY - By entering the Supplemental Agreement No. 2, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification

of Employment Eligibility." This includes, but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

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 _____, 2021.

ATTEST:

HARVEY RUVIN

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

By: _____

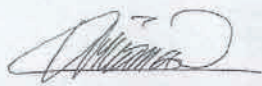
By: _____
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney
as to Form and Legal Sufficiency:

ATTEST:

PARSONS TRANSPORTATION
GROUP INC.
(Corporate Seal)

By: _____


By: Aykut Urgan, Sr. Vice President





Daniella Levine Cava
Mayor

MIAMI-DADE COUNTY, FLORIDA
Department of Transportation and Public Works
701 NW 1st Court
15th Floor
Miami, FL 33136

Anne M. Darnell, P.E
Parsons Transportation Group, Inc.
7600 Corporate Center Drive, Suite 104
Miami, Florida 33126

Re: Contract: CIP142-1-TPW16-PE1 (1) Option to Extend

Dear Anne M. Darnell, P.E

This letter will serve as your notification that the above referenced contract was approved with an Option To Extend for 1825 calendar days. Via this letter, the Department of Transportation and Public Works (DTPW) is providing notification that we are exercising that Option.

The Option time brings the duration of this contract to 3650 days. The addition of the Option time brings the new scheduled completion date of this contract to April 1, 2027.

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations.

Should you have any questions regarding this notification, please contact Elia Nunez, P.E., Assistant Director, DTPW Engineering, Planning and Development Division at (786) 469-5444.

Sincerely,

Jimmy Morales, Chief Operations Officer/
Interim DTPW Director

Concurrence: _____
County Mayor or Designee

Approved as to Legal Form and Sufficiency

Assistant County Attorney


CC: Elia Nunez, P.E., DTPW Assistant Director
Leticia Smith, CPPO, CPPB, Chief of Contract Services



Memorandum



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

From: Javier A. Betancourt, Executive Director 

Date: June 25, 2021

Re: CITT AGENDA ITEM 7F:
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE SUPPLEMENTAL AGREEMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN PARSONS TRANSPORTATION GROUP INC. AND MIAMI-DADE COUNTY FOR ENGINEERING SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS’ CAPITAL IMPROVEMENT PLAN; CONTRACT NUMBER CIP142-1-TPW16-PE1 (1); INCREASING CONTRACT AMOUNT BY **\$11,000,000.00**; AUTHORIZE THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THE NORTHEAST CORRIDOR PROJECT WHICH WAS INCLUDED IN THE ORIGINAL PEOPLE’S TRANSPORTATION PLAN; EXERCISE OPTION TO EXTEND CONTRACT DURATION BY 1825 CALENDAR DAYS; AND AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN (**DTPW – BCC LEGISLATIVE FILE NO. 211522**) **SURTAX FUNDS ARE REQUESTED**

On June 24, 2021, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 21-029. The vote was as follows:

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

Hon. Peggy Bell – Absent
Glenn J. Downing, CFP® – Aye
Jonathan Martinez – Aye
Marilyn Smith – Aye
Mary Street, Esq. – Aye

Meg Daly – Absent
Ashley V. Gantt, Esq. – Absent
Paul J. Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye
Robert Wolfarth – Aye

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