


Memorandum



Date: September 1, 2022

Agenda Item No. 8(N)(11)

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

From: Daniella Levine Cava
Mayor 

Subject: Supplemental Agreement No. 4 to *Contract No. TA02-MR26* with Shimmick Construction Company, Inc.

This substitute differs from the original item in that it clarifies the Fiscal Impact/Funding Source section of the Mayor’s Memorandum to specify that the Supplemental Agreement is to be funded from Charter County Transportation Surtax funds.

Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) for Supplemental Agreement No. 4 to the Professional Services Agreement with Shimmick Construction Company, Inc. (Shimmick), *Contract No. TA02-MR26*, extending the term by up to five years through September 30, 2027 and increasing the contract value by up to \$15,007,840 for continued engineering services for rail vehicles for the Department of Transportation and Public Works (DTPW). The extension term functions as a bridge, providing sufficient time for the consultant to closeout service delivery while DTPW transitions to assuming the scope of work under the agreement. The timeline for that transition was impacted by the COVID-19 pandemic and attendant supply chain issues.

Recommendation

It is recommended that the Board approve the attached Supplemental Agreement No. 4 to *Contract No. TA02-MR26* between Shimmick and Miami-Dade County for non-exclusive professional services in support of project management, warranty, reliability and oversight services of *Contract No. 654* (new Metrorail vehicles) for DTPW. The supplemental agreement extends the contract term by five years through September 30, 2027 and increases the value by \$15,007,840, resulting in a cumulative term of 24 years and value of \$44,741,662.

This agenda item is placed for Committee review pursuant to County Code Section 29-124(f). The item 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 County Mayor’s filing of this item with the Clerk of the Board. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this item, I will request a withdrawal of the item.

Scope

While the existing Metrorail guideway is physically located within District 2, represented by Jean Monestime; District 3, represented by Commissioner Keon Hardemon; District 5, represented by Commissioner Eileen Higgins; District 6 represented by Commissioner Rebeca Sosa; District 7,

represented by Commissioner Raquel A. Regalado; District 8, represented by Commissioner Danielle Cohen Higgins; and District 13, represented by Commissioner Rene Garcia, its service impact benefits the riding public, and is therefore, countywide in nature.

Delegated Authority

In accordance with Section 2-8.3 of the County Code, related to identifying delegation of Board authority, the County Mayor or County Mayor’s designee is authorized to execute this supplemental agreement. In carrying out the agreement, the County Mayor or County Mayor’s designee is authorized to use Charter County Transportation Surtax funds. The DTPW Director will execute all Work Orders and contract changes for the costs that are within the total budgeted amount for the agreement. The claim and dispute processes shall remain as approved in the base contract.

Fiscal Impact/Funding Source

The fiscal impact of Supplemental Agreement No. 4 is \$15,007,840 for the five-year term. With this increase, the total contract compensation, inclusive of the base contract and prior supplemental agreements, is \$44,741,662. Attachment A to this supplemental agreement sets forth a summary of costs for the contracted services. This supplemental agreement is proposed to be funded from the Charter County Transportation Surtax funds under Project No. OMB 6733001 (DTPW-CIP057), Metrorail Vehicle Replacement.

Track Record/Monitor

Shimmick has satisfactorily met all its obligations under its County contracts for Metrorail services, demonstrating significant capability to deliver the professional skills required for project management, vehicle engineering, testing, and quality control needed to perform the work required under Supplemental Agreement No. 4.

For the new Metromover cars, Shimmick authored the commercial and technical specifications, supported the negotiations of 29 (not 12 as originally planned) new cars and managed the procurement of the first 12 cars. After which, Shimmick provided inspection services and management support. The new Metromover fleet was delivered on time and significantly under budget.

Additionally, Shimmick, as a subcontractor to Vapor Stone Rail Systems (VSRS), has demonstrated above satisfactory performance as the site manager of the work in the VSRS contract for the County’s Heating Ventilation and Air Conditioning systems on Metrorail and Metromover vehicles. Both the Metrorail and Metromover contracts were completed ahead of schedule. The DTPW employee responsible for managing this project is Earnest Matthews, Chief Supervisor, Rail Operations.

Background

On September 9, 2003, pursuant to Resolution No. R-931-03, the Board approved a Professional Services Agreement (*Contract No. TA02-MR26*) with Washington Infrastructure Services, Inc. (Washington Services) to provide engineering services in connection with the Metrorail and Metromover fleet rehabilitation and modernization project for \$2,116,772 for a three-year term. On May 17, 2005, pursuant to Resolution No. R-579-05, the Board approved Supplemental Agreement No. 1 with Washington Services for \$14,961,313 and five additional years.

On November 8, 2012, pursuant to Resolution No. R-926-12, the Board approved Supplemental Agreement No. 2, assigning the agreement to URS Energy & Construction, Inc., extending the contract duration by six years and increasing the contract’s value by \$4,405,737. This was needed to provide engineering services through the acceptance of the first 32 Metrorail vehicles. On July 6, 2017, pursuant to Resolution No. R-703-17, the Board approved Supplemental Agreement No. 3, assigning the agreement to AECOM Energy & Construction, Inc., extending the contract duration by five years and increasing the contract value by \$8,250,000. The last contract change was administratively approved on August 20, 2020, authorizing the assignment of the agreement to Shimmick for the remainder of the term. The current cumulative value of the contract is \$29,733,822 with an expiration date of September 30, 2022. Supplemental Agreement No. 4 extends the contract by an additional five years, through September 30, 2027, and increases its value by \$15,007,840, for a cumulative value of \$44,741,662 for 24 years.

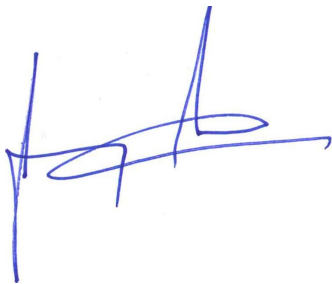
Under Supplemental Agreement No. 4, Shimmick will continue to provide program management, engineering, and inspection services during the warranty period and reliability testing as well as quality-control inspections for field modifications, retrofits, and approved engineering changes on all 136 Metrorail vehicles. Moreover, Shimmick will continue to review and submit for DTPW approval all remaining contract deliverables such as the submittal of final as-built drawings and Bills of Materials. Shimmick will also deliver the required contract closeout tasks including the transition of hard copy project files to DTPW. The warranty period is anticipated to be completed in April 2027.

Under Supplemental Agreement No. 4, Shimmick will provide instructions and/or training to DTPW on the tasks in the Scope of Work as laid out in the contract prior to termination of this contract such that DTPW can perform any remaining tasks independently. DTPW does not currently possess the staff with the required technical expertise and experience to perform the engineering activities during the balance of this contract and recommends approving Supplemental Agreement No. 4 for the following specific reasons:

- Extending the Shimmick contract avoids a timely and costly solicitation process to select a consultant for these services, essentially tying up resources that must be focused on the new car procurement.

- The extension eliminates the need to have an overlap of service to bring a new team up to speed, resulting in unnecessary costs. It provides continuity of effort by a knowledgeable Shimmick staff without the need to train a new consulting team. Expertise provided by the Shimmick Team covers electrical, mechanical, communications, and systems engineering, as well as program and contract management, systems assurance (reliability, maintainability, safety, quality assurance/control), and systems support (manuals, training, configuration and documentation control, test equipment, and drawings).
- It ensures consistent and timely management of all documentation in accordance with Florida State Documentation Control Guidelines, which is necessary for a smooth project closeout.
- There will be continuation of an effective rail car reliability test program by an existing, knowledgeable team.
- It allows DTPW to respond to potentially costly new car contractor claims by utilizing the expertise of the Shimmick engineering team who possess all the project knowledge and background information needed to fend off claims.
- The Shimmick contract is a cost-plus-fixed-fee contract; the team only performs work when they receive authorization via Work Orders from DTPW, which may be cancelled should DTPW staff become available.
- Shimmick has demonstrated its competency throughout this and other County contracts and possesses project-specific experience and extensive knowledge of the County’s operating environment.

This supplemental agreement contains no federal funding. As such, DTPW’s Office of Civil Rights has determined that Disadvantaged Business Enterprise (DBE) participation is not applicable. Additionally, the Small Business Development Division of the Internal Services Department has reviewed this supplemental agreement and recommended no contract measure.



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

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

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(11)

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)(11)
9-1-22

RESOLUTION NO. _____

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT TA02-MR26 WITH SHIMMICK CONSTRUCTION COMPANY, INC. AND INCREASING THE CONTRACT CEILING BY \$15,007,840.00 AND THE CONTRACT TIME BY FIVE YEARS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SUPPLEMENTAL AGREEMENT; 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 hereby approves the attached Supplemental Agreement Number 4 to Professional Services Agreement TA02-MR26 with Shimmick Construction Company, Inc. and increases the contract ceiling by \$15,007,840.00 and the contract time by five years, and authorizes the County Mayor or County Mayor's designee to execute the Supplemental Agreement; and authorizes the use of Charter County Transportation Surtax funds for such purposes.

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

Jose "Pepe" Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. 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. 4
TO THE PROFESSIONAL SERVICES AGREEMENT
TA02-MR26 BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND SHIMMICK CONSTRUCTION COMPANY, INC.**

This Supplemental Agreement No. 4 to Contract TA02-MR26 is made and entered into as of the ____ day of _____, 2022 by and between Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the COUNTY), and Shimmick Construction Company, Inc. (hereinafter referred to as the CONSULTANT).

WITNESSETH

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

WHEREAS, the COUNTY approved the assignment of the Professional Service Agreement to URS Energy & Construction, Inc. by Resolution R-926-12; and,

WHEREAS, the COUNTY approved the assignment of the Professional Service Agreement to AECOM Energy & Construction, Inc by Resolution R-703-17; and,

WHEREAS, the COUNTY approved the assignment of the Professional Service Agreement to Shimmick Construction Company, Inc. by Deputy Mayor Jennifer Moon signature on August 20, 2020; and,

WHEREAS, the COUNTY consents to performance of the agreed services by Shimmick Construction Company, Inc.; and,

WHEREAS, the COUNTY and the CONSULTANT agree to extend Contract TA02-MR26 for engineering services stated in the Supplemental Agreement No. 4 for the procurement of new Metrorail vehicles as follows:

- Extension of the contract period for 5 years;
- Adjustment for completion of the scope of work in the first, second, and third supplemental agreements as outlined herein;
- Increase the contract sum by \$ 15,007,840; and,

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

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

SECTION II. PROFESSIONAL SERVICES

Replace Section II B with the following:

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

Shimmick Construction Company, Inc will continue beyond the Third Supplemental Agreement to provide engineering consulting services during the installation of Engineering field retrofits, reliability testing, vehicle final acceptance, final drawings, maintenance manuals and car history book reviews and audits, and warranty administration through the duration of this Supplemental Agreement; Shimmick Construction Company, Inc. will also perform quality control inspections during engineering field change implementation for all 136 Metrorail vehicles. The scope of the work for this Supplemental Agreement No. 4 shall include but is not limited to the following for Metrorail vehicles.

1. Review and approve, with concurrence from DTPW, Contract Data Requirements List (CDRL) submittals and other deliverables and materials submitted in connection with the new rail vehicle project.
2. Review submittal of Drawing List, Final As-builts and BOMs.
3. Represent the County as the Engineer at contractor and other meetings, inspections, tests; and review/approve the associated deliverables with concurrence from DTPW.
4. Provide personnel to perform quality control during field modifications at Lehman Center to assure Contractor compliance with approved procedures.
5. Review and approve, with concurrence from DTPW, new and revised training materials and guides, and maintenance and operator manuals including parts catalogs. Ensure updates are made as required from field modifications and warranty documentation.
6. Support DTPW with incorporation of DTPW part numbers into EAMS and Illustrated Parts Catalogs.
7. Provide engineering support at Contractor and subcontractor facilities, as required, for audits and project meetings.
8. Review and approve, with concurrence from DTPW, requests for substitution, value engineering change proposals (VECP), remedial work proposals or designs and/or change notices submitted by the Contractor.

9. Review requests for payment from the Contractor, compare invoiced amounts with milestone payment schedule and make recommendation for payment to DTPW.
10. Assist DTPW with the review of the Contractor master schedule and recommend approval to DTPW.
11. Assist DTPW with the review of the Contractor Schedule of Values and recommend approval to DTPW.
12. Prepare scope of work for each proposed change notice, assist DTPW in change order negotiations, and prepare summary record of negotiations and the change order for each approved change.
13. Analyze Contractor claims or requests for equitable adjustment and make recommendations to DTPW as to the merits of each. Assist DTPW in subsequent negotiations. Assist with Force Majeure claim adjustment.
14. Perform document and configuration control functions for the new vehicle project.
15. Maintain a standards library as related to the project requirements.
16. Prepare the draft submittal of the monthly FTA and CITT reports in a DTPW approved format.
17. Attend meetings and make presentations at the request of DTPW and prepare materials, as may be required, for such meetings and presentations. Review and approve meeting minutes submitted by the Contractor.
18. Conduct safety and security reviews, as needed, in consultation with DTPW, the Contractor, and other applicable agencies.
19. Assist DTPW, as may be needed, with the Quality Assurance oversight and auditing of the Contractor and subcontractors.
20. Travel, as needed, for carrying out COUNTY business as approved or required by the COUNTY.
21. Ensure compliance with the Safety Certification Program in accordance with the Contract and in coordination with the Contractor and DTPW. Review and recommend approval of all Contractor documentation for safety certification, including all safety-related plans, analyses, test reports, manuals, training materials, and safety certification reports.
22. Assist with the closure of Open Items from Safety Certification documentation including the Safety Checklist and open SRAC items.
23. Assist Contractor with providing an approved, conformed final as-built specification with all approved changes and revisions identified and incorporated with the addition of drawing number references for systems, subsystems and components, list of required factory test procedures and list of required factory inspection procedures (as required per GP6.3.2).
24. Monitor and audit the Car History Books through expiration of warranty. Review and recommend approval of final serialized components list.

25. Review all documentation required for vehicle acceptance and commissioning and support DTPW in the preparation of the Certificate of Acceptance (or Conditional Acceptance) of Final Inspection on a per Married Pair basis.
26. Prepare plan to transition Married Pairs from conditional to final acceptance, close all FDOT open items lists and assist with required inspection efforts. Review and approve Issuance of Final Acceptance for all 68 MPs.
27. Implement and monitor the reliability test program, participate in reliability meetings and track reliability compliance via the Failure Review Board. Review and approve reliability test reports to ensure compliance with contract reliability requirements.
28. Assist with the review of Maintainability Test Plan reporting of test records, test logs and data records.
29. Monitor all vehicles during the warranty period and support the preparation of warranty claims. Review Warranty documentation by MP to ensure compliance with GP5.2.10, including tracking of repairs (one-year addl. Warranty period). Identify and track spare parts and warranty items through completion of five-year warranty period. Assist with the resolution of warranty issues.
30. Provide engineering support to troubleshoot and assist with vehicle technical issues as well as warranty related technical issues impacting DTPW maintenance activities.
31. Provide engineering and quality control support at Lehman Center to oversee implementation and verification of Engineering Change Orders.
32. Provide engineering and quality control support at Lehman Center to oversee field retrofits. Review and track field retrofit status and deliverables by Married Pair (test reports, post-retrofit functional test, serial number verification) to assure DTPW approved modification of vehicles through the warranty and reliability periods.
33. Prepare materials/agendas for and participate in FDOT, Contractor, and DTPW Meetings, teleconferences & presentations, and visit DTPW/contractor/subcontractor facilities, as required.
34. Prepare weekly task reports to identify work performed under this work order by Shimmick staff.
35. Prepare Monthly and other reports for FTA, FDOT, DTPW, and CITT.
36. Review all Contractor close-out documents, such as warranties, drawings, maintenance manuals and parts catalogs prior to approving final payment.
37. Provide instructions and/or training to DTPW on the tasks in the Scope of Work as laid out in this document prior to the date of handover of this Contract such that DTPW can perform any remaining tasks independently.
38. Perform any other duties as may be authorized by DTPW necessary to ensure compliance with the contract documents that are within the general scope of work, or any additional work assigned by DTPW.

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

- a. Maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole reasonable judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.
- b. Submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (IRS). DTPW reserves the right to approve payment of annual merit increases requested by the CONSULTANT for any staff member, based on DTPW's assessment of that individual's performance as it relates to work on this contract.
- c. Comply with all federal, state and local laws, regulations and Ordinances applicable to the work. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work. Report the status of the work to the Contracting Officer's Representative (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.
- d. Submit for COUNTY review design computations, sketches, data and other documents representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- e. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided services as to interpretation of documents, correction of errors and omissions and preparations of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of the CONSULTANT'S errors and omissions.
- f. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION

VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION IV. COMPENSATION

Replace Section IV B.2 with the following:

Maximum compensation for all four Supplemental Agreements shall be as follows:

1. All principals including the Subconsultant principals shall not exceed \$2,500.
2. Burdened direct labor for Shimmick CONSULTANT (computed as direct labor times overhead) and all the Subconsultants shall not exceed \$34,920,405.
3. Reimbursable (direct) expenses for Shimmick and all the Subconsultants shall not exceed \$1,896,058.
4. The fixed fee for the Prime CONSULTANT and all the Subconsultants shall be the negotiated definite amount of \$3,434,561.
5. The total maximum compensation for the services included shall be \$40,253,523, exclusive of the Allowance Account, and is summarized in the attached compensation schedule titled Attachment A, which is part of this Supplemental Agreement. Revisions to the allocations shown on Attachment A are permissible, subject to the approval of the DTPW Director, or his/her designee, as long as the contract ceiling is not exceeded. Furthermore, an Allowance Account in the amount of \$2,371,366 has been established for the purpose of funding portions of the work which are unforeseeable at the time of execution of this Supplemental, or for special work deemed desirable by the COUNTY to be incorporated into this contract.

Total contract compensation, which is inclusive of the base contract TA02-MR26 and Supplemental Agreements No. 1, No. 2, No. 3, and No. 4, shall not exceed \$44,741,662.

SECTION X. OFFICIAL NOTICES

The address and telephone number of the project office is:

Address: 8350 NW 52nd Terrace, Suite 105, Miami, FL. 33166

Telephone: (305) 514-2855

SECTION XV. DURATION OF AGREEMENT

Change contract duration from 19 years as modified by the Third Supplemental Agreement to 24 years.

OTHER PROVISIONS

Except as specified herein, all terms, covenants and conditions and any other provisions of the Professional Services Agreement TA02-MR26 including modifications thereto shall remain unchanged.

The County's COR under Supplemental Agreement No. 4 is: Earnest Matthews, Project Manager, New Vehicle Acquisition Project, with contact information as follows:

Address: William Lehman Center
6601 NW 72 Ave.
Miami, FL 33166
Phone Number: 786-452-3224
Fax Number: 305-805-5409
Email Address: earnest.matthews@miamidade.gov

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

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

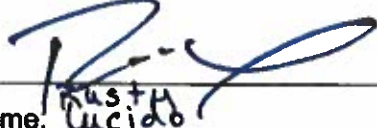
HARVEY RUVIN, CLERK (Official Seal)

By: _____

BY: _____
Deputy Mayor

Witnesseth:

Shimmick Construction Company, Inc.

By:  _____ (Corporate seal)
Name: Rusty Lucido
Title: Vice President

Witnesseth:

Secretary

Approved by County Attorney as to form and legal sufficiency _____

Attachment A

SUMMARY OF COSTS FOR SHIMMICK SUPPLEMENTAL AGREEMENT #4

Additional Services	Base Amount	Overhead	Burdened Labor	Profit	Sub-total	Travel / Other Direct Costs	Total Costs	5% Allowance	Contract Adjustment
QC Inspection Services, plus Engineering Support	\$5,490,240	\$7,444,765	\$12,935,005	\$1,293,501	\$14,228,506	\$64,675	\$14,293,181	\$714,659	\$15,007,840
Total Additional Services	\$5,490,240	\$7,444,765	\$12,935,005	\$1,293,501	\$14,228,506	\$64,675	\$14,293,181	\$714,659	\$15,007,840

SUPPLEMENTAL AGREEMENT #4 SECTION IV B.2

	Principals	Burdened Labor	Fixed Fee (Profit)	Travel / Other Direct Costs	Maximum before Allowance	Allowance	Total Contract
SA#4 Additional Services		\$12,935,005	\$1,293,501	\$64,675	\$14,293,181	\$714,659	\$15,007,840
SA#3 Additional Services		\$7,088,600	\$708,860	\$59,683	\$7,857,143	\$392,857	\$8,250,000
Prior totals for Supplemental 1&2	\$2,500	\$14,896,800	\$1,432,200	\$1,771,700	\$18,103,200	\$1,263,850	\$19,367,050
Section IV B.2 (SA #s 1, 2, 3, & 4)	\$2,500	\$34,920,405	\$3,434,561	\$1,896,058	\$40,253,523	\$2,371,366	\$42,624,890
Original Base Contract	\$30,000	\$1,435,957	\$172,315	\$286,500	\$1,924,772	\$192,000	\$2,116,772
Total Revised Contract	\$32,500	\$36,356,362	\$3,606,876	\$2,182,558	\$42,178,295	\$2,563,366	\$44,741,662



Memorandum

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

From: Javier A. Betancourt, Executive Director

Date: July 29, 2022

Re: **CITT AGENDA ITEM 7G:**
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS APPROVE SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT TA02-MR26 WITH SHIMMICK CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT CEILING BY **\$15,007,840.00** AND THE CONTRACT TIME BY FIVE YEARS; AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE SUPPLEMENTAL AGREEMENT; AND AUTHORIZE THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES **(DTPW – BCC LEGISLATIVE FILE NO. 221590) SURTAX FUNDS ARE REQUESTED**

On July 28, 2022, the CITT voted (8-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 22-025. The vote was as follows:

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

Hon. Peggy Bell – Absent
Meg Daly – Aye
Paul J. Schwiep, Esq. – Aye
Mary Street, Esq. – Aye

Joseph Curbelo – Aye
Qjuezari Harvey – Aye
L. Elijah Stiers, Esq. – Absent
Ernest Thomas – Absent

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