

Memorandum



Date: February 2, 2021

Agenda Item No. 8(N)(2)

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

From: Daniella Levine Cava *Daniella Levine Cava* Resolution No. R-79-21
Mayor

Subject: Contract Award Recommendation for a Professional Services Agreement and Supplemental Agreement No. 1 for Construction, Engineering and Inspection Services for the South Corridor Rapid Transit Project, Which is a Strategic Miami Area Rapid Transit Plan Corridor, Contract No. CIP155-DTPW19-CEI, Project No. E19-DTPW-03; to HNTB Corporation and Authorizing the Use of People's Transportation Plan Bond Program Funds For Such Purposes

Recommendation

This Award of a Professional Services Agreement (PSA) and Supplemental Agreement No. 1, Contract Number: CIP155-DTPW19-CEI to HNTB Corporation to provide Construction, Engineering and Inspection (CEI) services for oversight of the five different projects including the South Corridor Bus Rapid Transit (BRT) project, the 168th Street Park and Ride, two Florida Department of Transportation (FDOT) intersection safety improvement projects and other traffic safety and signalization improvements along the South Corridor is recommended for approval by the Board of County Commissioners (Board) pursuant to Section 2-8.1 of the Code of the County (Code). The total contract amount is not to exceed \$21,185,737.85, inclusive of a base contract amount of \$16,349,908.81, a Supplemental Agreement amount of \$2,909,852.87 and a contingency allowance amount of \$1,925,976.17.

This contract award recommendation and Supplemental Agreement No. 1 is placed for Board review pursuant to the Code Section 29-124(f). This contract award recommendation and Supplemental Agreement No. 1 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 contract award recommendation and Supplemental Agreement No. 1. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation and Supplemental Agreement No. 1, a request for withdrawal of this item will be submitted.

Delegation of 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 Code. No further delegation is necessary or being requested for this contract.

Scope

The scope of this item is countywide in nature. The Project extends along the existing South Dade Transitway from the Dadeland South Metrorail Station to SW 344th Street in Florida City. The Project is located within Districts 7, 8 (Vacant) and 9, represented by Commissioners Raquel A. Regalado and Kionne L. McGhee, respectively.

Fiscal Impact/Funding Source

The fiscal impact for the contract is \$21,185,737.85, which includes a base contract amount of \$16,349,908.81, a contingency allowance amount of \$1,634,990.88 for unforeseen work and Supplemental Agreement No. 1, which increases the base contract amount by \$2,909,852.87 for additional CEI services for the SW 168 Street Park and Ride Station, Roadway Improvements of SW 264th Street and the Mast Arm improvements (Structures and Foundations only) projects and increases the contingency allowance amount by \$290,985.29. There are no operation and maintenance costs for this award. This project is funded from various capital projects included in the FY 2020-21 Adopted Multi-Year Capital Plan with multiple funding sources as outlined below.

Contract Award Funding Sources:

Charter County Transit System Surtax (PTP)	\$ 8,489,399.90
FTA Section 5309 Discretionary Grant	\$ 5,964,899.90
FDOT New Starts	\$ 5,964,899.89
Road Impact Fees	\$ 676,338.16
FDOT Department Funded Agreements	\$ 90,200

Total Funding: \$ 21,185,737.84

Background

The South Dade Transitway is an existing 20-mile long corridor connecting South Dade to the existing elevated Heavy Rail Transit system known as the Metrorail. The South Corridor project was in the original Exhibit 1 to the PTP. The SMART Plan has provided the County an opportunity to significantly improve access to and modernize the South Dade Transitway.

The South Dade Transitway serves as the economic spine of several communities in South Miami-Dade. Communities along the corridor have experienced the fastest growth rate in the County and, as a result, are experiencing an increasing demand for transportation infrastructure. The South Corridor serves as a critical transportation link, offering one of the few connections between South-Dade communities and the rest of the County. The residents of these communities have expressed a strong desire for transit improvements on this corridor. Currently, about 20 percent of the total county population lives in South Miami-Dade County, according to the 2010 US Census. Growth projections from 2010 to 2040 indicate that the County's southern portion will experience an approximate 50 percent increase in population and an approximate 65 percent increase in employment, representing the highest growth rate in the County. The communities along the corridor depend on the South Dade Transitway for reliable access to jobs north of the corridor, in Downtown Miami, the Health District, in and around Miami International Airport and in the northern part of the County. The corridor currently serves more than 13,000 transit boarding each day. Ridership projections for the proposed BRT system forecast more than 20,000 daily trips.

On April 21, 2016, the Miami-Dade Transportation Planning Organization (TPO) Governing Board officially adopted and endorsed the SMART Plan. The SMART Plan intends to advance six of the PTP's rapid transit corridors, along with a network system of Bus Express Rapid Transit service throughout the County. The South Corridor is one of the six corridors included in the SMART Plan and runs along the South Dade Transitway between the Dadeland South Metrorail Station and SW

344th Street in Florida City. The South Corridor is the first of the six Strategic Miami Area Rapid Transit (SMART) Plan corridors to move forward towards the implementation phase. The project entered the Small Starts Process in the Fall of 2018, received a ‘High’ rating from the Federal Transit Administration (FTA) on February 10, 2020 and received a federal funding allocation of \$99,999,999 through this program on May 29, 2020. The FDOT has committed \$100,000,000 towards the Project, approved by the Board as Resolution No. R-353-20. As the first SMART Plan Corridor scheduled to be implemented, the South Corridor BRT Project will become a critical element of an enhanced multimodal transportation system that will anchor transformative, positive and long-lasting quality of life benefits at the local and regional levels.

Advancing the South Corridor Project was identified as Priority I by the Miami-Dade TPO and on August 30, 2018, the Board of the Miami-Dade TPO selected BRT as the Locally Preferred Alternative (LPA) for the South Corridor. BRT was selected as the LPA because it could meet the travel demand needs of the corridor cost effectively by reducing travel times between South Miami-Dade and the Dadeland South Metrorail Station. The Project will provide riders with time savings and rail-like features and amenities such as 14 iconic stations with climate control elements, level boarding, improved travel time through transit signal preemption and crossing gates at 45 intersections, dedicated right-of-way, pre-paid fare for speedy boarding, branded vehicles and stations, enhanced safety features, passing lanes at stations and real-time arrival information. Stations will be designed to facilitate the future conversion of the stations from BRT to at-grade Heavy Rail if the possibility arises.

On September 3, 2020, the Board passed Resolution No. R-890-20 for “Design-Build Services for the South Corridor (South Dade Transitway) Rapid Transit Project” to OHL USA, Inc. This agenda item awarded a single contract for five different projects that have inter-related scopes including the South Corridor Bus Rapid Transit (BRT) project, the 168th Street Park and Ride, two Florida Department of Transportation (FDOT) intersection safety improvement projects and traffic safety and signalization improvements along the Corridor. Combining the construction of these projects into one contract, creates cost efficiencies by eliminating claims from interference between potential multiple contractors working within the same site, reducing maintenance of traffic efforts, mobilization, coordination and communication efforts by DTPW, construction scheduling coordination efforts and other similar costs, in addition to reducing impact to the public.

On October 4, 2019, a Notice to Professional Consultants (NTPC) was advertised under full and open competition for CEI services for the South Dade Transitway project. Exhibit 1 to this memorandum contains the detailed scope of services, technical certification requirements and other information regarding this Project. Prior to the submission deadline, the NTPC solicitation was downloaded 139 times. Four proposals were received by the submittal deadline of October 31, 2019. All respondents were found in compliance with the technical certification requirements established for the solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First-Tier Meeting on January 29, 2020, to evaluate the proposals received. The firms were evaluated in accordance with Section 2-10.4 of the Code, Implementing Order 3-34 and Administrative Order 3-39. Local preference was not applied because the solicitation has federal provisions that prohibit the application of geographical preferences. Based on the CSC’s professional judgement, the

information provided in the proposals were deemed sufficient to determine the experience and qualifications of the firms. As a result, and by a majority vote, the CSC decided to forego Second-Tier proceedings and recommended that negotiations be conducted with the highest ranked firm: HNTB Corporation. Subsequently, on January 31, 2020, HNTB Corporation was found in compliance with the applicable FTA and Disadvantaged Business Enterprise (DBE) requirements established for the solicitation. The Internal Services Department (ISD) concurred with the CSC and on April 20, 2020, the first negotiation meeting was held.

During negotiations, it was identified that it would be advantageous and in the best interest of the County to negotiate a supplemental agreement for additional CEI services for the SW 168th Park-and-Ride Station, the Roadway Improvements of SW 264th Street and Mast Arm Improvements (structures and foundations only), to ensure adequate funding is in place for CEI oversight of the design-build project and prevent project delays to receive Board approval for the additional services. These services were formally added to the design-build project via the addendum process. After five negotiation meetings, the Negotiation Committee arrived at a not to exceed price of 19,259,761.68, which includes a base amount of \$16,349,908.81 and a supplemental agreement amount of \$2,909,852.87, that was fair and reasonable to provide CEI services for the Project.

Based on the above, on August 12, 2020, the County Mayor recommended to the Board, the award of Contract No. CIP155-DTPW19-CEI to HNTB Corporation. The resolution approving award of Contract No. CIP155-DTPW19-CEI was on the September 9, 2020 Infrastructure and Capital Improvements Committee (“ICI”) agenda and was deferred to no date certain. The Office of Inspector General (OIG) raised concerns related to information reported in the Dollars Awarded and Paid (DAP) report evaluated by the CSC members during the First Tier meeting as part of Criterion 4A - Amount of Work Awarded and Paid by the County. The DAP is generated from data maintained by ISD’s Division of Small Business Development (SBD). The DAP report provided to the CSC during the First Tier Evaluation was incomplete because the payments made to the consultants from different departmental financial systems were not automatically populating the Business Management Workforce System database, which is used to prepare these reports. SBD has since worked with departments and entered the information in the system and the revised DAP report includes updated award and payment data.

In accordance with the motion of the ICI, on November 5, 2020, the County Mayor rescinded the award of Contract No. CIP155-DTPW19-CEI to HNTB Corporation. Subsequently, on November 10, 2020, the CSC members reconvened to evaluate the revised DAP report and re-score, at their discretion, only Criterion 4A, in a manner that is consistent with the NTPC and the Proposer’s proposals. The final ranking of the firms did not change and the total scores, in the order of highest ranked were as follows:

Ranking	Firm	Adjusted Ordinal Score (1/29/20)	Final Adjusted Ordinal Score (11/10/20)
1	HNTB Corporation	4 points	4 points
2	WSP USA, Inc.	6 points	6 points
3	Hill International, Inc	9 points	8 points
4	CSA Central, Inc.	12 points	12 points

As such, additional negotiations with HNTB Corporation was not required. Based on the above, it is recommended that this PSA be awarded in the not to exceed amount of \$21,185,737.85 (inclusive of the contingency allowance and the supplemental agreement amounts), to HNTB Corporation (see Exhibit 2).

SBD’s database reflects that there are no violations on record within the last three years for HNTB Corporation. According to the Firm History Report provided by SBD, within the last three years, HNTB Corporation has held four contracts through the Equitable Distribution Program, with a total value of \$1,278,637.27, inclusive of one change order for \$150,000.00 (see Exhibit 3). The Project complies with all applicable federal, state and local regulations and has been assigned a 20 percent DBE goal. With Board approval, is it anticipated that the Notice to Proceed to HNTB Corporation will be issued within 30 days of Board approval. Included below are the subconsultants that HNTB Corporation has identified for the Project.

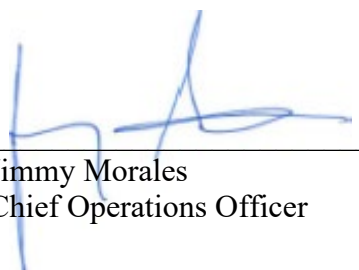
Subconsultants:	305 Consulting Engineers, LLC	Pinnacle Consulting Enterprises, Inc.
	AMBRO, Inc.	Quest Corporation of America, Inc.
	Atkins North America, Inc.	Terracon Consultants, Inc.
	McKim & Creed, Inc	

Track Record/Monitor

Cristina Amores of the Internal Services Department is the A/E Consultant Selection Coordinator and Leticia Smith of DTPW is the Chief of Contract Services. The County is supervising, monitoring and inspecting all aspects of the Project’s implementation, deployment and administration. Manuel Garcia, Assistant Director, Construction & Maintenance, DTPW, is responsible for this Project.

Due Diligence

Pursuant to Resolution R-187-12, and in accordance with ISD’s Procurement Guidelines, DTPW staff exercised due diligence to determine Consultant responsibility for HNTB Corporation. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to the Consultant’s responsibility. There are two evaluations on record for HNTB Corporation in the Capital Improvements Information System with an average rating of 3.6 out of a possible 4.0 points.



Jimmy Morales
Chief Operations Officer

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

PROJECT NAME: Construction, Engineering and Inspection Services for the South Corridor (South-Dade Transitway) Rapid Transit Project

PROJECT NO: CIP155

CONTRACT NO: CIP155-DTPW19-CEI

PROJECT DESCRIPTION:

DTPW has a need to establish a non-exclusive Professional Services Agreement (PSA) to provide Construction, Engineering and Inspection (CEI) services for contract administration, inspection, and materials sampling and testing in support of Internal Services Department's (ISD) Project No. DB19-DTPW-01: Design-Build Services for the South Corridor (South-Dade Transitway) Rapid Transit Project (the "Project"). Following is a brief description of the Project.

The Project is a full "Design-Build" delivery approach that consists of and includes the design, permitting, construction and commissioning of the Project under a Design-Build Contract. The selected Design-Builder under the Design-Build Contract ("the Design-Build Team" will be responsible for all design, permitting, construction and commissioning of the Project. The Project is to be developed entirely within the existing public right-of-way generally defined by the existing South-Dade Transitway corridor between the Dadeland South Metrorail Station and SW 344th Street in Florida City (approximately 20 miles), including adjoining stations. The Project will include 14 new Bus Rapid Transit (BRT) stations at existing station locations, demolition of existing stations and ancillary structures, rehabilitation of approximately 16 existing Transitway stations that will remain in place, and accommodation of at-grade BRT vehicles. Existing stations along the Transitway that are not to be replaced by BRT stations shall be rehabilitated. The extent of rehabilitation and the specific bus shelter components needing repair will vary with each station, and may include structural repairs, painting, and electrical repairs among others.

The selected Design-Build Team shall provide all the necessary investigations including site investigations, surveys, geotechnical investigations, and utility locates. The scope of work will include all utility adjustments, new utility services, required studies and modeling, architectural and engineering (A/E) designs, analysis of 'sustainable systems' and Envision certification, and fire/life safety systems. The Design-Build Team shall prepare all surveys, geotechnical engineering reports, designs, construction documents including drawings, specifications, as-built documentation, and shop drawings, as well as obtain all permits including, but not limited to environmental and building permitting. In addition, the Design-Build Team shall perform all necessary inspections, testing, remediation, and perform all construction administration including preparation of schedules, project commissioning, and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the Project.

The Consultant will facilitate coordination between the Design-Build Team and the stakeholder agencies, including, but not limited to: FTA, FDOT, DTPW, utility agency owners, Village of Pinecrest, Village of Palmetto Bay, Town of Cutler Bay, City of Homestead and City of Florida City. The Design-Build Team shall be responsible to interface and coordinate with the County's Department of Cultural Affairs for Art in Public Places during the design phase of the Project and perform any required presentations to the Transportation Architectural Review Committee and the

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Bicycle Pedestrian Advisory Committee of the Transportation Planning Organization. Throughout the duration of design and construction, the Design-Build Team shall develop and implement the Public Involvement Program and provide support to DTPW and the CEI team as needed. The Consultant shall coordinate with the Design-Builder and DTPW as needed.

As part of the Project, FDOT will require design and construction coordination for the projects listed below. These will be priority projects and the Design-Builder shall work around FDOT's construction schedule:

- FM 439913-1-52-01 Safety Improvement Project along SR 5/US 1 from 1000-ft south of the SW 112th Ave. Intersection to 1370-ft north of the SW 112th Ave. Intersection. This project has an anticipated Letting Date of January 2021.
- FM 439986-1-52-01 Safety Improvement Project along SR 5/US 1 from Bailes Road to SW 214th Street. This project has an anticipated Letting Date of July 2020.
- FM 405575-6-52-01 Safety Improvement Project along SR 998/SW 312th Street/Campbell Drive from Sr 997/Krome Avenue to SR 5/US 1 (Truck By Pass).

The Project scope will also include completion of the design, where the design is incomplete, construction administration, and construction of the following FDOT projects. The County anticipates that the Design-Builder will utilize its own designers to complete the design.

- FM 439984-1-52-01 Safety Improvement Project at the intersection of SR 5/US 1 and SW 136th Street. This project scope includes the installation of two new mast arms at the southwest and northeast corners of the intersection including new signal foundation, new signal heads, and new pedestrian push-buttons. The installation of a signal head on mast arm upright at the southeast corner of the intersection, the installation of back-plates and an additional signal head on northbound and southbound approaches, and the installation of a new pedestrian push-button pedestal at the northeast corner. This project will require Right of Way Certification. At the Southwest quadrant, an Access Permit Agreement will be required with the DTPW. At the Northeast quadrant Private Owner Acquisition required. The FDOT is in the process of acquiring Right of Way for the Project. The following parcel will be made available as stated:

- o Parcel 800 (from FDOT Project FM No. 439984-1-52-01): To be made available to the Design-Builder on or prior to 02/10/2020.

The Design-Builder shall not use the above noted parcel areas for any construction or staging activities, or for any other purpose, until FDOT has issued an applicable parcel clear letter.

- FM 429341-2-52-01 Safety Improvement Project along SR 995 / Quail Roost Drive from the South Miami-Dade Busway to SR 5/US 1 from approximately Station 519+00.00 to Station 523+49.00.

This FDOT project scope includes the installation of pedestrian signals and detectors on new pedestal in all four quadrants of the SR 994 (Quail Roost Dr.) and the South Miami-Dade Busway intersection, as well as the removal of all existing pedestrian signals and detectors located on

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existing mast-arms. The project will include the installation of a new video detection system and connection of video cables to the cabinet through the interconnect pull box, the installation of a new pull box and the adjustment of the County's Information Technology Department's pull box. Additionally, it will include milling and resurfacing of the existing roadway pavement, the reconstruction of the 6" concrete sidewalk in the northwest and southwest quadrants, the installation of curb and gutter in the northwest quadrant, the update of intersection pavement markings (i.e. crosswalks, stop bars, island chevrons) and the update of intersections signs. This project will require a Right of Way Access Permit Agreement with the DTPW.

The Design-Build Project scope encompasses, but is not limited to, all related site/civil infrastructure; architecture; landscape architecture; structural engineering; mechanical and ventilation, electrical and plumbing engineering; and transit control, communications and information systems design. Dynamic Messaging Systems, SCADA (Supervisory Control and Data Acquisition) including integration with existing DTPW control center, closed circuit television, Automatic Fare Collection System, Next Bus Arrival signs, safety and security systems, emergency call boxes, furniture, fixtures and equipment, signage including gateway monuments and wayfinding signage to station park-and-rides, kiss-and-ride areas and safe crossing locations for pedestrians, bicyclists and drivers, specialty lighting, landscaping and hardscaping, pedestrian/bicycle accommodations, and other systems required for the functionality of the Project are included. Existing transit service must be maintained at all times during the construction of the stations.

The Scope of Services for ISD Project No. E19-DTPW-03 includes:

General: The Consultant will administer, monitor and inspect the work performed by the selected Design-Builder to ensure compliance with the Design-Build Contract requirements, construction and design criteria, standards, plans, specifications and special provisions. The Consultant will observe the work to determine the progress and quality of work; identify and report discrepancies to DTPW and direct the Design-Builder to correct such observed discrepancies. In addition, the Consultant will inform the DTPW Construction Project Manager of any significant omissions, substitutions, defects and deficiencies noted in the work of the Design-Builder and the corrective actions necessary.

The Consultant will provide support to DTPW including, but not limited to: administration during the design and construction phases of the Design-Build Contract, performance of duties such as design-build program logistics; planning; schedule reviews and monitoring; monitoring of permits; design support; plans review and resident engineering; office engineering; on-site inspection services; quality control; testing analyses; contract administration; construction safety and security coordination and compliance; construction survey checks and analysis; manage budget for the project; assist with cash flow reports; monitor the Design-Builder's progress; monitor and review construction cost estimates, invoices/requisitions analyses and recommendations; process shop drawings; review, prepare and respond, track and process requests for information and field change requests; analysis, negotiation with recommendations for approval/rejection of supplemental agreements and change orders; safety certification; and perform contract closeout phases of the Project. The Prime Consultant shall provide a field office for all key personnel assigned to the South Corridor contract. The office must provide sufficient room and furnishings for all key personnel to effectively perform their required duties under the scope of services. The field office

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shall be located at or within close proximity of the Project. Field office must be approved by DTPW. The Consultant will be responsible to coordinate, comply and perform all necessary reporting with FTA and FDOT, and meet all applicable grants requirements and any other miscellaneous tasks as required.

The Consultant shall provide these professional services on-site consistent with the daily activities of the Design-Builder per the Design-Builder's schedule to provide quality assurance and compliance with plans, specifications, appropriate codes, and adherence to schedules. Since bus service must be maintained at all times during construction with minimum service disruptions, it is anticipated that the Design-Builder's schedule may include work done during nights, weekends, holidays, etc., year-round.

On-Site Inspections: The Consultant will monitor the Design-Builder's on-site construction activities and inspect materials entering into the work in accordance with the Design Criteria Package, plans, specifications, and special provisions for the Design-Build Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall maintain detailed, accurate records of the Design-Builder's daily operations and of significant events that affect the work. In addition, the Consultant will monitor and inspect the Design-Builder's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan in accordance with the DTPW requirements.

Sampling and Testing: The Consultant will perform sampling and testing of component materials and completed work in accordance with the construction contract documents, including all specifications and special provisions. In complying with this scope, the Consultant will provide daily surveillance of the Design-Builder's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. The Consultant may be required to perform inspection and sampling of materials and components at locations remote from the project site and may perform testing of materials normally done in a laboratory remote from the project site.

Engineering Services: The Consultant will be responsible to coordinate the Design-Build contract administration activities of all parties involved in completing the project. Engineering services shall include maintaining the required level of surveillance of Design-Builder activities, and interpreting plans, specifications, and special provisions for the Design-Build contract. The Consultant will maintain complete, accurate records of all activities, meetings, and events relating to the project and properly document all project changes. The following services shall be performed: scheduling and attendance to weekly progress meetings, as well as attendance to pre-construction meetings, internal meetings with DTPW staff, meetings with regulatory agencies, utility agency owners, and any other meetings required prior to project final acceptance.

The Consultant will verify that the Design-Builder is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. If the project requires the use of the National Pollutant Discharge Elimination System (NPDES) general permit, the Consultant will provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set

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forth on pages 4412 to 4435 of the Federal Register, Volume 57, Number 187, issued Friday, September 5, 1992, titled "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.

In addition, the Consultant will analyze the Design-Builder's schedule(s) [i.e. baseline(s), revised baseline(s), updates, as-built, etc.] for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. The Consultant will verify the schedule conforms with the construction phasing and Maintenance Of Traffic sequences, including all contract modifications, and will provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

The Consultant will analyze problems that arise on a project and proposals submitted by the Design-Builder, work to resolve such issues, and process the necessary paperwork. The Consultant will be responsible to monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List; facilitate coordination and communication between Utility Agency's representatives, DTPW staff and Utility Agency contractors that may be executing the work. The Consultant will assist with potential utility conflicts and the resolution of utility issues including DTPW and local government owned facilities. The Consultant will identify, review, and track progress of any local, state, and federal grant agreements, and/or other DTPW and utility agreements. The Consultant will address work progress, track reimbursement activities, and address any betterment and salvage determination, as well as prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

Public Information Services: The Consultant will provide Public Information Services and be proactive in keeping the community aware of the status, project phasing, bus service, and vehicular and pedestrian traffic impacts of the project. With approval from DTPW, the Consultant may prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect bus service and traffic flow. The Consultant will be responsible to produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, DTPW will approve all responses, letters, news releases and the like. For work in FDOT right-of-way, the Consultant shall also coordinate with the FDOT Public Information Office, and FDOT shall also approve all responses, letters, news releases and the like. It is expected that the Consultant will provide timely, professional responses to project inquiries including emails, telephone calls and other correspondence. In addition, the Consultant will coordinate general public information meetings, open houses, and community meetings as directed by DTPW's representatives.

Project Documentation and Reporting: The Consultant will prepare and submit to the DTPW Construction Project Manager daily inspection reports and a monthly Construction Status Report in a format agreed upon by DTPW. In addition, the Consultant will prepare all meeting agendas and meeting minutes associated with the Project. It is expected that the Consultant will video tape the pre-construction conditions throughout the project limits, document noteworthy incidents or events during construction, as well as provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. Photographs shall be taken the day prior to the start of construction and continue as needed

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throughout the Project. Photographs shall be taken the days of Substantial Completion and Final Acceptance. Services will be in compliance with the applicable federal requirements under FTA Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055.

Participation Restrictions: Consistent with Section 2-11.1 of the County Code - Conflict of Interest and Code of Ethics Ordinance, any firm or its sub-consultants that have previously performed any design or design management work that is in any way related to any work orders to be issued under the agreement resulting from the referenced solicitation shall be precluded from participating in this competitive process. The Design Criteria Professional, AECOM Technical Services, Inc. and their subconsultants, Creativision Media, Inc., PMA Consultants, Inc. and T.Y. Lin International, are not eligible to render services for ISD Project No. E19-DTPW-03. In addition, the Lead Architectural and Engineering Firm and subconsultants selected under ISD Project No. DB19-DTPW-01 are precluded from rendering services for ISD Project No. E19-DTPW-03.

Supplemental Agreement No. 1

The Consultant shall provide additional CEI services for the below projects:

SW 168th Street Park-n-Ride Station: The Southwest 168th Street Station is one of 14 BRT stations within the South-Dade Transitway. The Southwest 168th Street Park-n-Ride Station will provide multi-level parking facilities for BRT users and provide a minimum of 636 parking spaces (670 preferred). The SW 168th Street Station will consist of a multi-story parking garage, local bus stop platform, a Kiss & Ride drop-off/pick-up area, and the BRT station. The facility will include public restroom facilities, bicycle storage facilities, and a Driver Relief Station for bus operators. The multi-level story parking garage will overhang the BRT corridor and provide direct connectivity to the BRT platform at the ground level through an elevator. The Southwest 168th Street Park-n-Ride Station will pursue Parksmart Certification (target level Silver) with the Parksmart implementation framework to be provided.

Roadway Improvements of SW 264th Street: The limits of the scope are from SW 264th Street from US-1 to SW 147th Avenue. The scope includes re-construction/widening the existing roadway to a two-lane divided roadway with a center turn lane, bike lanes, on street parking, sidewalks, curb and gutter, a continuous storm drainage system, signalization, pavement markings and signage, and lighting.

South Corridor Mast Arms Improvements (Structures and Foundations only): South Corridor Mast Arms Improvements scope shall be for new signal mast arms designed and installed for all approaches of the Transitway intersections associated with South Corridor projects and for all approaches of the Transitway intersections associated with FDOT-owned roadway cross streets, as noted in Design Criteria Package Section 3.8.7. Mast arm improvements only includes the structural upright, the structural arm, and the foundation that have been identified by the Design Builder to be out of compliance with the Wind Loading requirements of Miami-Dade County and/or the Florida Department of Transportation. All other components related to the mast arm (signal head, signs, demo, utility impacts, etc.) should be included in the South Corridor component.

PTP FUNDING: Yes

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ARRA FUNDING: No

GOB FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	17.00	Engineering Construction Management
Prime	18.00	Architectural Construction Management
Other	2.01	Mass Transit Systems – Mass Transit Program (Systems) Management
Other	2.04	Mass Transit Systems – Mass Transit Controls, Communications and Information Systems
Other	2.05	Mass Transit Systems – General Quality Engineering
Other	2.06	Mass Transit Systems – Mass Transit Safety Certification for System Elements
Other	3.01	Highway Systems – Site Development and Parking Lot Design
Other	3.02B	Highway Systems – Minor Highway Design
Other	3.03	Highway Systems – Bridge Design
Other	3.04	Highway Systems – Traffic Engineering Studies
Other	3.07	Highway Systems – Traffic Signal Timing
Other	3.08	Highway Systems – Intelligent Transportation System 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	8.00	Telecommunications
Other	9.01	Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services
Other	9.02	Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
Other	9.03	Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services
Other	9.04	Soils, Foundations and Materials Testing – Non-Destructive Testing and Inspections
Other	10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services
Other	10.05	Environmental Engineering – Contamination Assessment and Monitoring
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	Surveying and Mapping – Underground Utility Location
Other	16.00	General Civil Engineering
Other	19.02	Value Analysis and Life-Cycle Costing – Mass Transit Systems

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Other	19.03	Value Analysis and Life-Cycle Costing – Mass Transit Systems
Other	26.00	Claims Analysis Services

FDOT PRE-QUALIFICATIONS

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Other	3.1	Minor Highway Design
Other	3.2	Major Highway Design
Other	4.1.1	Miscellaneous Structures
Other	4.1.2	Minor Bridge Design
Other	6.1	Traffic Engineering Studies
Other	6.2	Traffic Signal Timing
Other	6.3.1	Intelligent Transportation Systems Analysis and Design
Other	6.3.2	Intelligent Transportation Systems Analysis Implementation (ITS CEI)
Other	6.3.3	Intelligent Transportation Traffic Engineering Systems Software Development
Other	6.3.4	Intelligent Transportation Systems Analysis
Other	7.1	Signing, Pavement Marking, and Channelization
Other	7.2	Lighting
Other	7.3	Signalization
Other	8.1	Control Surveying
Other	8.2	Design, Right of Way, and Construction Surveying
Other	8.3	Photogrammetric Mapping
Other	8.4	Right of Way Mapping
Other	9.1	Soil Exploration
Other	9.2	Geotechnical Classification Lab Testing
Other	9.3	Highway Materials Testing
Other	9.4.1	Standard Foundation Studies
Other	9.5	Geotechnical Specialty Lab Testing
Other	10.01	Roadway CEI
Other	10.03	Construction Materials Inspection
Other	10.04	Minor Bridge and Miscellaneous Structures CEI
Other	14.0	Architect
Other	15.0	Landscape Architect

SUSTAINABLE

BUILDINGS

ORDINANCE:

(I.O NO. 8-8)

Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
Yes; the Project will conform with and be both Envision and ParkSmart “Silver” certified.

SEA LEVEL RISE

ORD. NO. 14-79:

The impact of Sea Level Rise will be considered as part of the design.

ART IN PUBLIC

PLACES:

No

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

**IG FEE
INCLUDED
IN BASE
CONTRACT:**

No

**CONTRACT
PERIOD:**

910 days

The contract period consists of two and one-half years with one, one-year option to extend for professional services requested during the term of the contract, which equals three and one-half years (1275 days), or until the money is depleted. The contract has a contingency period of 91 days.

**COMPANY
PRINCIPAL:**

Matt Price, PE

**COMPANY
QUALIFIER:**

Vilma Croft

**COMPANY
EMAIL:**

mcprice@hntb.com

**COMPANY
ADDRESS:**

161 Northwest 6th Street, Suite 1000
Miami, Fl 33136

**YEARS IN
BUSINESS:**

27

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL**

REQUIREMENTS: No; The Prime Consultant should be able to demonstrate its competence through prior comparable project experience and is preferred to have completed at least two (2) projects in the last ten (10) years of similar scope and budget.

**REVIEW
COMMITTEE:**

MEETING DATE: N/A **SIGNOFF DATE:** 7/26/2019
RESUBMIT DATE: 8/27/2019 **RESUBMIT SIGNOFF DATE:** 8/29/2019

**APPLICABLE
WAGES:**

Not Applicable

**MANDATORY
CLEARING
HOUSE:**

Not Applicable

Memorandum



Date:

To: Carlos A. Gimenez
County Mayor

From: Alice N. Bravo, Director ^{ANB}
Department of Transportation and Public Works

Subject: Rescission of Award Recommendation for Contract No. CIP155-DTPW19-CEI, Project No. E19-DTPW-03 – Construction, Engineering and Inspection Services for the South Corridor (South-Dade Transitway) Rapid Transit Project

BACKGROUND

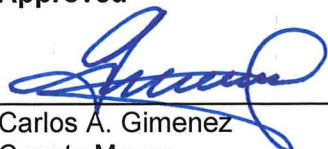
Notice to Professional Consultants ("NTPC") No. E19-DTPW-03 was issued to secure a consultant to: (1) administer, monitor and inspect the work performed by the selected Design-Build to ensure compliance with the Design-Build Contract requirements, construction and design criteria, standards, plans, specifications and special provisions; (2) observe the work to determine the progress and quality of work; identify and report discrepancies to Department of Transportation and Public Works (DTPW) and direct the Design-Build to correct such observed discrepancies; and (3) inform the DTPW Construction Project Manager of any significant omissions, substitutions, defects and deficiencies noted in the work of the Design-Build and the corrective actions necessary. Four proposals were received in response to the solicitation and were evaluated by the Competitive Selection Committee (CSC).

On August 12, 2020, the County Mayor recommended to the Board of County Commissioners the award of Contract No. CIP155-DTPW19-CEI to HNTB Corporation, the highest ranked firm by the CSC. The resolution approving award of Contract No. CIP155-DTPW19-CEI was on the September 9, 2020 Infrastructure and Capital Improvements Committee ("ICI") agenda and was deferred to no date certain. The Office of Inspector General (OIG) raised concerns related to information reported in the Dollars Awarded and Paid (DAP) report evaluated by the CSC members during the First Tier meeting as part of *Criterion 4A Amount of Work Awarded and Paid by the County*. The DAP is generated from data maintained by Internal Services Department's Small Business Development (SBD) Division. The DAP report provided to the CSC during the First Tier Evaluation was incomplete because the payments made to the consultants from different departmental financial systems were not automatically populating the Business Management Workforce System database which is used to prepare these reports. SBD has since worked with departments and entered the information in the system and the revised DAP report includes updated award and payment data.

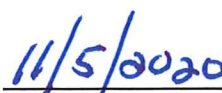
RECOMMENDATION

In accordance with the motion of the ICI, I recommend that you rescind the award recommendation of August 12, 2020 and send this procurement back to the CSC members with directions to evaluate the revised DAP information for all proposers and re-score, at their discretion, only *Criterion 4A Amount of Work Awarded and Paid by the County*, in a manner that is consistent with the NTPC and the Proposer's proposals. Upon the completion of evaluations, negotiations with the new highest ranked firm, if there is change in the final ranking, will take place. Your award recommendation, along with the final agreement, will be presented to the ICI for review and approval. Upon approval of this request, the Cone of Silence goes back into effect.

Approved



Carlos A. Gimenez
County Mayor



Date

Memorandum

CLERK OF THE
MIAMI-DADE
COUNTY

2020 AUG 12 PM 2:04

CLERK, CIRCUIT & COUNTY OF
MIAMI-DADE COUNTY, FLA.
#1

Date:

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for a Professional Services Agreement and Supplemental Agreement No. 1 for Construction, Engineering and Inspection Services for the South Corridor Rapid Transit Project, Which is a Strategic Miami Area Rapid Transit Plan Corridor, Contract No. CIP155-DTPW19-CEI, Project No. E19-DTPW-03; to HNTB Corporation and Authorizing the Use of People's Transportation Plan Bond Program Funds For Such Purposes

Recommendation

This Award of a Professional Services Agreement (PSA) and Supplemental Agreement No. 1, Contract Number: CIP155-DTPW19-CEI to HNTB Corporation to provide Construction, Engineering and Inspection (CEI) services for oversight of the five different projects including the South Corridor Bus Rapid Transit (BRT) project, the 168th Street Park and Ride, two Florida Department of Transportation (FDOT) intersection safety improvement projects and other traffic safety and signalization improvements along the South Corridor is recommended for approval by the Board of County Commissioners (Board) pursuant to Section 2-8.1 of the Code of the County (Code). The total contract amount is not to exceed \$21,185,737.85, inclusive of a base contract amount of \$16,349,908.81, a Supplemental Agreement amount of \$2,909,852.87 and a contingency allowance amount of \$1,925,976.17.

This contract award recommendation and Supplemental Agreement No. 1 is placed for Board review pursuant to the Code Section 29-124(f). This contract award recommendation and Supplemental Agreement No. 1 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 contract award recommendation and Supplemental Agreement No. 1. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation and Supplemental Agreement No. 1, a request for withdrawal of this item will be submitted.

Delegation of 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 Code. No further delegation is necessary or being requested for this contract.

Scope

The scope of this item is countywide in nature. The Project extends along the existing South Dade Transitway from the Dadeland South Metrorail Station to SW 344th Street in Florida City. The Project is located within Districts 7, 8 and 9, represented by Commissioners Xavier L. Suarez, Daniella Levine Cava and Dennis C. Moss, respectively.

Fiscal Impact/Funding Source

The fiscal impact for the contract is \$21,185,737.85, which includes a base contract amount of \$16,349,908.81, a contingency allowance amount of \$1,634,990.88 for unforeseen work and Supplemental Agreement No. 1, which increases the base contract amount by \$2,909,852.87 for additional CEI services for the SW 168 Street Park and Ride Station, Roadway Improvements of SW 264th Street and the Mast Arm improvements (Structures and Foundations only) projects and increases the contingency allowance amount by \$290,985.29. There are no operation and maintenance costs for this award. This project is funded from various capital projects included in the FY 2019-20 Adopted Multi-Year Capital Plan and the FY 2020-21 Proposed Budget with multiple funding sources as outlined below.

Contract Award Funding Sources:

Charter County Transit System Surtax (PTP)	\$ 8,489,399.90
FTA Section 5309 Discretionary Grant	\$ 5,964,899.90
FDOT New Starts	\$ 5,964,899.89
Road Impact Fees	\$ 676,338.16
FDOT Department Funded Agreements	\$ 90,200

Total Funding: \$ 21,185,737.84

Background

The South Dade Transitway is an existing 20-mile long corridor connecting South Dade to the existing elevated Heavy Rail Transit system known as the Metrorail. The South Corridor project was in the original Exhibit 1 to the PTP. The SMART Plan has provided the County an opportunity to significantly improve access to and modernize the South Dade Transitway.

The South Dade Transitway serves as the economic spine of several communities in South Miami-Dade. Communities along the corridor have experienced the fastest growth rate in the County and, as a result, are experiencing an increasing demand for transportation infrastructure. The South Corridor serves as a critical transportation link, offering one of the few connections between South-Dade communities and the rest of the County. The residents of these communities have expressed a strong desire for transit improvements on this corridor. Currently, about 20 percent of the total county population lives in South Miami-Dade County, according to the 2010 US Census. Growth projections from 2010 to 2040 indicate that the County's southern portion will experience an approximate 50 percent increase in population and an approximate 65 percent increase in employment, representing the highest growth rate in the County. The communities along the corridor depend on the South Dade Transitway for reliable access to jobs north of the corridor, in Downtown Miami, the Health District, in and around Miami International Airport and in the northern part of the County. The corridor currently serves more than 13,000 transit boarding each day. Ridership projections for the proposed BRT system forecast more than 20,000 daily trips.

On April 21, 2016, the Miami-Dade Transportation Planning Organization (TPO) Governing Board officially adopted and endorsed the SMART Plan. The SMART Plan intends to advance six of the PTP's rapid transit corridors, along with a network system of Bus Express Rapid Transit service throughout the County. The South Corridor is one of the six corridors included in the SMART Plan

and runs along the South Dade Transitway between the Dadeland South Metrorail Station and SW 344th Street in Florida City. The South Corridor is the first of the six Strategic Miami Area Rapid Transit (SMART) Plan corridors to move forward towards the implementation phase. The project entered the Small Starts Process in the Fall of 2018, received a 'High' rating from the Federal Transit Administration (FTA) on February 10, 2020 and received a federal funding allocation of \$99,999,999 through this program on May 29, 2020. The FDOT has committed \$100,000,000 towards the Project, approved by the Board as Resolution No. R-353-20. As the first SMART Plan Corridor scheduled to be implemented, the South Corridor BRT Project will become a critical element of an enhanced multimodal transportation system that will anchor transformative, positive and long-lasting quality of life benefits at the local and regional levels.

Advancing the South Corridor Project was identified as Priority I by the Miami-Dade TPO and on August 30, 2018, the Board of the Miami-Dade TPO selected BRT as the Locally Preferred Alternative (LPA) for the South Corridor. BRT was selected as the LPA because it could meet the travel demand needs of the corridor cost effectively by reducing travel times between South Miami-Dade and the Dadeland South Metrorail Station. The Project will provide riders with time savings and rail-like features and amenities such as 14 iconic stations with climate control elements, level boarding, improved travel time through transit signal preemption and crossing gates at 45 intersections, dedicated right-of-way, pre-paid fare for speedy boarding, branded vehicles and stations, enhanced safety features, passing lanes at stations and real-time arrival information. Stations will be designed to facilitate the future conversion of the stations from BRT to at-grade Heavy Rail if the possibility arises.

A separate item has been presented for the Board's consideration for "Design-Build Services for the South Corridor (South Dade Transitway) Rapid Transit Project" to OHL USA, Inc. This item awards a single contract for five different projects that have inter-related scopes including the South Corridor Bus Rapid Transit (BRT) project, the 168th Street Park and Ride, two Florida Department of Transportation (FDOT) intersection safety improvement projects and traffic safety and signalization improvements along the Corridor. Combining the construction of these projects into one Contract, creates cost efficiencies by eliminating claims from interference between potential multiple contractors working within the same site, reducing maintenance of traffic efforts, mobilization, coordination and communication efforts by DTPW, construction scheduling coordination efforts and other similar costs, in addition to reducing impact to the public.

On October 4, 2019, a Notice to Professional Consultants (NTPC) was advertised under full and open competition for CEI services for the South Dade Transitway project. Exhibit 1 to this memorandum contains the detailed scope of services, technical certification requirements and other information regarding this Project. Prior to the submission deadline, the NTPC solicitation was downloaded 139 times. Four proposals were received by the submittal deadline of October 31, 2019. All respondents were found in compliance with the technical certification requirements established for the solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First-Tier Meeting on January 29, 2020, to evaluate the proposals received. The firms were evaluated in accordance with Section 2-10.4 of the Code, Implementing Order 3-34 and Administrative Order 3-39. Local preference was not applied because the solicitation has federal provisions that prohibit the

application of geographical preferences. The total scores for the firms in the order of highest ranked were as follows: the First Ranked Firm, HNTB Corporation received an Adjusted Ordinal Score of four points; the Second Ranked Firm, WSP USA, Inc. received an Adjusted Ordinal Score of six points, the Third Ranked Firm, Hill International, Inc. received an Adjusted Ordinal Score of nine points, and the Fourth Ranked Firm, CSA Central, Inc. received an Adjusted Ordinal Score of 12 points. Based on the CSC's professional judgement, the information provided in the proposals were deemed sufficient to determine the experience and qualifications of the firms. As a result, and by a majority vote, the CSC decided to forego Second-Tier proceedings and recommended that negotiations be conducted with the highest ranked firm: HNTB Corporation.

Subsequently, on January 31, 2020, HNTB Corporation was found in compliance with the applicable FTA and Disadvantaged Business Enterprise (DBE) requirements established for the solicitation. The Internal Services Department (ISD), concurred with the CSC and on April 20, 2020, the first negotiation meeting was held. During negotiations, it was identified that it would be advantageous and in the best interest of the County to negotiate a supplemental agreement for additional CEI services for the SW 168th Park-and-Ride Station, the Roadway Improvements of SW 264th Street and Mast Arm Improvements (structures and foundations only), to ensure adequate funding is in place for CEI oversight of the design-build project and prevent project delays to receive Board approval for the additional services. These services were formally added to the design-build project via the addendum process. After five negotiation meetings, the Negotiation Committee arrived at a not to exceed price of 19,259,761.68, which includes a base amount of \$16,349,908.81 and a supplemental agreement amount of \$2,909,852.87 that was fair and reasonable to provide CEI services for the Project. Based on the above, it is recommended that this PSA be awarded in the not to exceed amount of \$21,185,737.85 (inclusive of the contingency allowance and the supplemental agreement amounts), to HNTB Corporation.

According to the Division of Small Business Development's (SBD) database, there are no violations on record within the last three years for HNTB Corporation. The Project has been assigned a 20 percent DBE goal. According to the Firm History Report provided by SBD, within the last three years, HNTB Corporation has held four contracts, three through the Equitable Distribution Program (EDP), with a total value of \$2,085,000 and no change orders.

The Project complies with all applicable federal, state and local regulations including the Sustainable Buildings Ordinance and the Sea Level Rise Ordinance. The Project will conform with and be both Envision and ParkSmart "Silver" certified. With Board approval, is it anticipated that the Notice to Proceed to HNTB Corporation will be issued within 60 days of Board approval. Included below are the subconsultants that HNTB Corporation has identified for the Project.

Sub-consultants:

305 Consulting Engineers, LLC
AMBRO, Inc.
Atkins North America, Inc.
McKim & Creed, Inc

Pinnacle Consulting Enterprises, Inc.
Quest Corporation of America, Inc.
Terracon Consultants, Inc.

Track Record/Monitor

Cristina Amores of the Internal Services Department is the A/E Consultant Selection Coordinator and Leticia Smith of DTPW is the Chief of Contract Services. The County is supervising, monitoring and inspecting all aspects of the Project's implementation, deployment and administration. Manuel Garcia, Assistant Director, Construction & Maintenance, DTPW, is responsible for this Project.

Due Diligence

Pursuant to Resolution R-187-12, and in accordance with ISD's Procurement Guidelines, DTPW staff exercised due diligence to determine Consultant responsibility for HNTB Corporation. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. There are two evaluations on record for HNTB Corporation in the Capital Improvements Information System with an average rating of 3.6 out of a possible 4.0 points.



Jennifer Moon
Deputy Mayor

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

PROJECT NAME: Construction, Engineering and Inspection Services for the South Corridor (South-Dade Transitway) Rapid Transit Project

PROJECT NO: CIP155

CONTRACT NO: CIP155-DTPW19-CEI

CONTRACT PERIOD: 910 days
The contract period consists of two and one-half years with one, one-year option to extend for professional services requested during the term of the contract, which equals three and one-half years (1275 days), or until the money is depleted. The contract has a contingency period of 91 days.

PROJECT DESCRIPTION:

DTPW has a need to establish a non-exclusive Professional Services Agreement (PSA) to provide Construction, Engineering and Inspection (CEI) services for contract administration, inspection, and materials sampling and testing in support of Internal Services Department's (ISD) Project No. DB19-DTPW-01: Design-Build Services for the South Corridor (South-Dade Transitway) Rapid Transit Project (the "Project"). Following is a brief description of the Project.

The Project is a full "Design-Build" delivery approach that consists of and includes the design, permitting, construction and commissioning of the Project under a Design-Build Contract. The selected Design-Builder under the Design-Build Contract ("the Design-Build Team" will be responsible for all design, permitting, construction and commissioning of the Project. The Project is to be developed entirely within the existing public right-of-way generally defined by the existing South-Dade Transitway corridor between the Dadeland South Metrorail Station and SW 344th Street in Florida City (approximately 20 miles), including adjoining stations. The Project will include 14 new Bus Rapid Transit (BRT) stations at existing station locations, demolition of existing stations and ancillary structures, rehabilitation of approximately 16 existing Transitway stations that will remain in place, and accommodation of at-grade BRT vehicles. Existing stations along the Transitway that are not to be replaced by BRT stations shall be rehabilitated. The extent of rehabilitation and the specific bus shelter components needing repair will vary with each station, and may include structural repairs, painting, and electrical repairs among others.

The selected Design-Build Team shall provide all the necessary investigations including site investigations, surveys, geotechnical investigations, and utility locates. The scope of work will include all utility adjustments, new utility services, required studies and modeling, architectural and engineering (A/E) designs, analysis of 'sustainable systems' and Envision certification, and fire/life safety systems. The Design-Build Team shall prepare all surveys, geotechnical engineering reports, designs, construction documents including drawings, specifications, as-built documentation, and shop drawings, as well as obtain all permits including, but not limited to environmental and building permitting. In addition, the Design-Build Team shall perform all necessary inspections, testing, remediation, and perform all construction administration including preparation of schedules, project commissioning, and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the Project.

EXHIBIT 1

ADDITIONAL PROJECT REQUIREMENTS

The Consultant will facilitate coordination between the Design-Build Team and the stakeholder agencies, including, but not limited to: FTA, FDOT, DTPW, utility agency owners, Village of Pinecrest, Village of Palmetto Bay, Town of Cutler Bay, City of Homestead and City of Florida City. The Design-Build Team shall be responsible to interface and coordinate with the County's Department of Cultural Affairs for Art in Public Places during the design phase of the Project and perform any required presentations to the Transportation Architectural Review Committee and the Bicycle Pedestrian Advisory Committee of the Transportation Planning Organization. Throughout the duration of design and construction, the Design-Build Team shall develop and implement the Public Involvement Program and provide support to DTPW and the CEI team as needed. The Consultant shall coordinate with the Design-Builder and DTPW as needed.

As part of the Project, FDOT will require design and construction coordination for the projects listed below. These will be priority projects and the Design-Builder shall work around FDOT's construction schedule:

- FM 439913-1-52-01 Safety Improvement Project along SR 5/US 1 from 1000-ft south of the SW 112th Ave. Intersection to 1370-ft north of the SW 112th Ave. Intersection. This project has an anticipated Letting Date of January 2021.
- FM 439986-1-52-01 Safety Improvement Project along SR 5/US 1 from Bailes Road to SW 214th Street. This project has an anticipated Letting Date of July 2020.
- FM 405575-6-52-01 Safety Improvement Project along SR 998/SW 312th Street/Campbell Drive from Sr 997/Krome Avenue to SR 5/US 1 (Truck By Pass).

The Project scope will also include completion of the design, where the design is incomplete, construction administration, and construction of the following FDOT projects. The County anticipates that the Design-Builder will utilize its own designers to complete the design.

- FM 439984-1-52-01 Safety Improvement Project at the intersection of SR 5/US 1 and SW 136th Street. This project scope includes the installation of two new mast arms at the southwest and northeast corners of the intersection including new signal foundation, new signal heads, and new pedestrian push-buttons. The installation of a signal head on mast arm upright at the southeast corner of the intersection, the installation of back-plates and an additional signal head on northbound and southbound approaches, and the installation of a new pedestrian push-button pedestal at the northeast corner. This project will require Right of Way Certification. At the Southwest quadrant, an Access Permit Agreement will be required with the DTPW. At the Northeast quadrant Private Owner Acquisition required. The FDOT is in the process of acquiring Right of Way for the Project. The following parcel will be made available as stated:
 - o Parcel 800 (from FDOT Project FM No. 439984-1-52-01): To be made available to the Design-Builder on or prior to 02/10/2020.

The Design-Builder shall not use the above noted parcel areas for any construction or staging activities, or for any other purpose, until FDOT has issued an applicable parcel clear letter.

EXHIBIT 1

ADDITIONAL PROJECT REQUIREMENTS

- FM 429341-2-52-01 Safety Improvement Project along SR 995 / Quail Roost Drive from the South Miami-Dade Busway to SR 5/US 1 from approximately Station 519+00.00 to Station 523+49.00.

This FDOT project scope includes the installation of pedestrian signals and detectors on new pedestal in all four quadrants of the SR 994 (Quail Roost Dr.) and the South Miami-Dade Busway intersection, as well as the removal of all existing pedestrian signals and detectors located on existing mast-arms. The project will include the installation of a new video detection system and connection of video cables to the cabinet through the interconnect pull box, the installation of a new pull box and the adjustment of the County's Information Technology Department's pull box. Additionally, it will include milling and resurfacing of the existing roadway pavement, the reconstruction of the 6" concrete sidewalk in the northwest and southwest quadrants, the installation of curb and gutter in the northwest quadrant, the update of intersection pavement markings (i.e. crosswalks, stop bars, island chevrons) and the update of intersections signs. This project will require a Right of Way Access Permit Agreement with the DTPW.

The Design-Build Project scope encompasses, but is not limited to, all related site/civil infrastructure; architecture; landscape architecture; structural engineering; mechanical and ventilation, electrical and plumbing engineering; and transit control, communications and information systems design. Dynamic Messaging Systems, SCADA (Supervisory Control and Data Acquisition) including integration with existing DTPW control center, closed circuit television, Automatic Fare Collection System, Next Bus Arrival signs, safety and security systems, emergency call boxes, furniture, fixtures and equipment, signage including gateway monuments and wayfinding signage to station park-and-rides, kiss-and-ride areas and safe crossing locations for pedestrians, bicyclists and drivers, specialty lighting, landscaping and hardscaping, pedestrian/bicycle accommodations, and other systems required for the functionality of the Project are included. Existing transit service must be maintained at all times during the construction of the stations.

The Scope of Services for ISD Project No. E19-DTPW-03 includes:

General: The Consultant will administer, monitor and inspect the work performed by the selected Design-Builder to ensure compliance with the Design-Build Contract requirements, construction and design criteria, standards, plans, specifications and special provisions. The Consultant will observe the work to determine the progress and quality of work; identify and report discrepancies to DTPW and direct the Design-Builder to correct such observed discrepancies. In addition, the Consultant will inform the DTPW Construction Project Manager of any significant omissions, substitutions, defects and deficiencies noted in the work of the Design-Builder and the corrective actions necessary.

The Consultant will provide support to DTPW including, but not limited to: administration during the design and construction phases of the Design-Build Contract, performance of duties such as design-build program logistics; planning; schedule reviews and monitoring; monitoring of permits; design support; plans review and resident engineering; office engineering; on-site inspection services; quality control; testing analyses; contract administration; construction safety and security coordination and compliance; construction survey checks and analysis; manage budget for the project; assist with cash flow reports; monitor the Design-Builder's progress; monitor and review

EXHIBIT 1

ADDITIONAL PROJECT REQUIREMENTS

construction cost estimates, invoices/requisitions analyses and recommendations; process shop drawings; review, prepare and respond, track and process requests for information and field change requests; analysis, negotiation with recommendations for approval/rejection of supplemental agreements and change orders; safety certification; and perform contract closeout phases of the Project. The Prime Consultant shall provide a field office for all key personnel assigned to the South Corridor contract. The office must provide sufficient room and furnishings for all key personnel to effectively perform their required duties under the scope of services. The field office shall be located at or within close proximity of the Project. Field office must be approved by DTPW. The Consultant will be responsible to coordinate, comply and perform all necessary reporting with FTA and FDOT, and meet all applicable grants requirements and any other miscellaneous tasks as required.

The Consultant shall provide these professional services on-site consistent with the daily activities of the Design-Builder per the Design-Builder's schedule to provide quality assurance and compliance with plans, specifications, appropriate codes, and adherence to schedules. Since bus service must be maintained at all times during construction with minimum service disruptions, it is anticipated that the Design-Builder's schedule may include work done during nights, weekends, holidays, etc., year-round.

On-Site Inspections: The Consultant will monitor the Design-Builder's on-site construction activities and inspect materials entering into the work in accordance with the Design Criteria Package, plans, specifications, and special provisions for the Design-Build Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall maintain detailed, accurate records of the Design-Builder's daily operations and of significant events that affect the work. In addition, the Consultant will monitor and inspect the Design-Builder's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan in accordance with the DTPW requirements.

Sampling and Testing: The Consultant will perform sampling and testing of component materials and completed work in accordance with the construction contract documents, including all specifications and special provisions. In complying with this scope, the Consultant will provide daily surveillance of the Design-Builder's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. The Consultant may be required to perform inspection and sampling of materials and components at locations remote from the project site and may perform testing of materials normally done in a laboratory remote from the project site.

Engineering Services: The Consultant will be responsible to coordinate the Design-Build contract administration activities of all parties involved in completing the project. Engineering services shall include maintaining the required level of surveillance of Design-Builder activities, and interpreting plans, specifications, and special provisions for the Design-Build contract. The Consultant will maintain complete, accurate records of all activities, meetings, and events relating to the project and properly document all project changes. The following services shall be performed: scheduling and attendance to weekly progress meetings, as well as attendance to pre-construction meetings, internal meetings with DTPW staff, meetings with regulatory agencies, utility agency owners, and any other meetings required prior to project final acceptance.

EXHIBIT 1

ADDITIONAL PROJECT REQUIREMENTS

The Consultant will verify that the Design-Builder is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. If the project requires the use of the National Pollutant Discharge Elimination System (NPDES) general permit, the Consultant will provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth on pages 4412 to 4435 of the Federal Register, Volume 57, Number 187, issued Friday, September 5, 1992, titled "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.

In addition, the Consultant will analyze the Design-Builder's schedule(s) [i.e. baseline(s), revised baseline(s), updates, as-built, etc.] for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. The Consultant will verify the schedule conforms with the construction phasing and Maintenance Of Traffic sequences, including all contract modifications, and will provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns. The Consultant will analyze problems that arise on a project and proposals submitted by the Design-Builder, work to resolve such issues, and process the necessary paperwork.

The Consultant will be responsible to monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List; facilitate coordination and communication between Utility Agency's representatives, DTPW staff and Utility Agency contractors that may be executing the work. The Consultant will assist with potential utility conflicts and the resolution of utility issues including DTPW and local government owned facilities.

The Consultant will identify, review, and track progress of any local, state, and federal grant agreements, and/or other DTPW and utility agreements. The Consultant will address work progress, track reimbursement activities, and address any betterment and salvage determination, as well as prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

Public Information Services: The Consultant will provide Public Information Services and be proactive in keeping the community aware of the status, project phasing, bus service, and vehicular and pedestrian traffic impacts of the project. With approval from DTPW, the Consultant may prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect bus service and traffic flow. The Consultant will be responsible to produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, DTPW will approve all responses, letters, news releases and the like. For work in FDOT right-of-way, the Consultant shall also coordinate with the FDOT Public Information Office, and FDOT shall also approve all responses, letters, news releases and the like. It is expected that the Consultant will provide timely, professional responses to project inquiries including emails, telephone calls and other correspondence. In addition, the Consultant will coordinate general public information meetings, open houses, and community meetings as directed by DTPW's representatives.

EXHIBIT 1

ADDITIONAL PROJECT REQUIREMENTS

Project Documentation and Reporting: The Consultant will prepare and submit to the DTPW Construction Project Manager daily inspection reports and a monthly Construction Status Report in a format agreed upon by DTPW. In addition, the Consultant will prepare all meeting agendas and meeting minutes associated with the Project. It is expected that the Consultant will video tape the pre-construction conditions throughout the project limits, document noteworthy incidents or events during construction, as well as provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the Project. Photographs shall be taken the days of Substantial Completion and Final Acceptance.

Services will be in compliance with the applicable federal requirements under FTA Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055.

Participation Restrictions: Consistent with Section 2-11.1 of the County Code - Conflict of Interest and Code of Ethics Ordinance, any firm or its sub-consultants that have previously performed any design or design management work that is in any way related to any work orders to be issued under the agreement resulting from the referenced solicitation shall be precluded from participating in this competitive process. The Design Criteria Professional, AECOM Technical Services, Inc. and their subconsultants, Creativision Media, Inc., PMA Consultants, Inc. and T.Y. Lin International, are not eligible to render services for ISD Project No. E19-DTPW-03. In addition, the Lead Architectural and Engineering Firm and subconsultants selected under ISD Project No. DB19-DTPW-01 are precluded from rendering services for ISD Project No. E19-DTPW-03.

Supplemental Agreement No. 1

The Consultant shall provide additional CEI services for the below projects:

SW 168th Street Park-n-Ride Station:

The Southwest 168th Street Station is one of 14 BRT stations within the South-Dade Transitway. The Southwest 168th Street Park-n-Ride Station will provide multi-level parking facilities for BRT users and provide a minimum of 636 parking spaces (670 preferred). The SW 168th Street Station will consist of a multi-story parking garage, local bus stop platform, a Kiss & Ride drop-off/pick-up area, and the BRT station. The facility will include public restroom facilities, bicycle storage facilities, and a Driver Relief Station for bus operators. The multi-level story parking garage will overhang the BRT corridor and provide direct connectivity to the BRT platform at the ground level through an elevator. The Southwest 168th Street Park-n-Ride Station will pursue Parksmart Certification (target level Silver) with the Parksmart implementation framework to be provided.

Roadway Improvements of SW 264th Street:

The limits of the scope are from SW 264th Street from US-1 to SW 147th Avenue. The scope includes re-construction/widening the existing roadway to a two-lane divided roadway with a center turn lane, bike lanes, on street parking, sidewalks, curb and gutter, a continuous storm drainage system, signalization, pavement markings and signage, and lighting.

EXHIBIT 1

ADDITIONAL PROJECT REQUIREMENTS

South Corridor Mast Arms Improvements (Structures and Foundations only):

South Corridor Mast Arms Improvements scope shall be for new signal mast arms designed and installed for all approaches of the Transitway intersections associated with South Corridor projects and for all approaches of the Transitway intersections associated with FDOT-owned roadway cross streets, as noted in Design Criteria Package Section 3.8.7. Mast arm improvements only includes the structural upright, the structural arm, and the foundation that have been identified by the Design Builder to be out of compliance with the Wind Loading requirements of Miami-Dade County and/or the Florida Department Of Transportation. All other components related to the mast arm (signal head, signs, demo, utility impacts, etc.) should be included in the South Corridor component.

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	17.00	Engineering Construction Management
Prime	18.00	Architectural Construction Management
Other	2.01	Mass Transit Systems – Mass Transit Program (Systems) Management
Other	2.04	Mass Transit Systems – Mass Transit Controls, Communications and Information Systems
Other	2.05	Mass Transit Systems – General Quality Engineering
Other	2.06	Mass Transit Systems – Mass Transit Safety Certification for System Elements
Other	3.01	Highway Systems – Site Development and Parking Lot Design
Other	3.02B	Highway Systems – Minor Highway Design
Other	3.03	Highway Systems – Bridge Design
Other	3.04	Highway Systems – Traffic Engineering Studies
Other	3.07	Highway Systems – Traffic Signal Timing
Other	3.08	Highway Systems – Intelligent Transportation System 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	8.00	Telecommunications
Other	9.01	Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services
Other	9.02	Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
Other	9.03	Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services
Other	9.04	Soils, Foundations and Materials Testing – Non-Destructive Testing and Inspections
Other	10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services
Other	10.05	Environmental Engineering – Contamination Assessment and Monitoring

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
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	Surveying and Mapping – Underground Utility Location
Other	16.00	General Civil Engineering
Other	19.02	Value Analysis and Life-Cycle Costing – Mass Transit Systems
Other	19.03	Value Analysis and Life-Cycle Costing – Mass Transit Systems
Other	26.00	Claims Analysis Services

FDOT PRE-QUALIFICATIONS

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Other	3.1	Minor Highway Design
Other	3.2	Major Highway Design
Other	4.1.1	Miscellaneous Structures
Other	4.1.2	Minor Bridge Design
Other	6.1	Traffic Engineering Studies
Other	6.2	Traffic Signal Timing
Other	6.3.1	Intelligent Transportation Systems Analysis and Design
Other	6.3.2	Intelligent Transportation Systems Analysis Implementation (ITS CEI)
Other	6.3.3	Intelligent Transportation Traffic Engineering Systems Software Development
Other	6.3.4	Intelligent Transportation Systems Analysis
Other	7.1	Signing, Pavement Marking, and Channelization
Other	7.2	Lighting
Other	7.3	Signalization
Other	8.1	Control Surveying
Other	8.2	Design, Right of Way, and Construction Surveying
Other	8.3	Photogrammetric Mapping
Other	8.4	Right of Way Mapping
Other	9.1	Soil Exploration
Other	9.2	Geotechnical Classification Lab Testing
Other	9.3	Highway Materials Testing
Other	9.4.1	Standard Foundation Studies
Other	9.5	Geotechnical Specialty Lab Testing
Other	10.01	Roadway CEI
Other	10.03	Construction Materials Inspection
Other	10.04	Minor Bridge and Miscellaneous Structures CEI
Other	14.0	Architect
Other	15.0	Landscape Architect

Approved _____ Mayor _____ Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND HNTB CORPORATION FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH CORRIDOR (SOUTH-DADE TRANSITWAY) RAPID TRANSIT PROJECT, CONTRACT NO. CIP155-DTPW19-CEI, WITH A CONTRACT AMOUNT NOT TO EXCEED \$17,984,899.69, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$ 1,634,990.88 AND SUPPLEMENTAL AGREEMENT NO. 1, INCREASING THE CONTRACT AMOUNT BY \$3,200,838.16, FOR A CUMULATIVE TOTAL CONTRACT AMOUNT NOT TO EXCEED \$21,185,737.85; AUTHORIZING THE USE OF PEOPLE'S TRANSPORTATION PLAN CAPITAL RESERVE AND BOND PROGRAM FUNDS FOR THE SOUTH CORRIDOR PROJECT WHICH WAS IN THE ORIGINAL EXHIBIT 1 TO THE PEOPLE'S TRANSPORTATION PLAN AND THE PARK-AND-RIDE FACILITY ON THE TRANSITWAY AT SW 168TH STREET (PHASE 2) WHICH WAS ADDED TO THE FIVE-YEAR IMPLEMENTATION PLAN IN FEBRUARY 2020; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE 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 the Contract Award of a Professional Services Agreement between Miami-Dade County and HNTB Corporation for Construction, Engineering and Inspection Services for the South Corridor (South-Dade Transitway) Rapid Transit Project; Contract Number CIP155-DTPW19-CEI, with a contract amount not to exceed \$17,984,899.69,

inclusive of a contingency allowance of \$1,634,990.88 and Supplemental Agreement No. 1, which increases the contract amount by \$3,200,838.16, for a cumulative total contract amount not to exceed \$21,185,737.85.

Section 2. Authorizes the use of People's Transportation Plan Capital Reserve funds for the South Corridor project, which was in the original Exhibit 1 to the People's Transportation Plan and People's Transportation Plan Bond Program funds the Park-and-Ride Facility on the Transitway at SW 168th Street (Phase 2), which was added to the Five-Year Implementation Plan in February 2020.

Section 3. Authorizes the County Mayor or Designee to execute the Professional Services Agreement, in substantially the form attached hereto and made a part hereof, 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:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this day of , 20 . 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.

Agenda Item No.

Page No. 3

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. _____



MEMORANDUM

(Revised)

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

DATE: February 2, 2021

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

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)(2)
2-2-21

RESOLUTION NO. R-79-21

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND HNTB CORPORATION FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH CORRIDOR (SOUTH-DADE TRANSITWAY) RAPID TRANSIT PROJECT, CONTRACT NO. CIP155-DTPW19-CEI, WITH A CONTRACT AMOUNT NOT TO EXCEED \$17,984,899.69, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$ 1,634,990.88 AND SUPPLEMENTAL AGREEMENT NO. 1, INCREASING THE CONTRACT AMOUNT BY \$3,200,838.16, FOR A CUMULATIVE TOTAL CONTRACT AMOUNT NOT TO EXCEED \$21,185,737.85; AUTHORIZING THE USE OF \$8,489,399.00 IN PEOPLE'S TRANSPORTATION PLAN CAPITAL RESERVE AND BOND PROGRAM FUNDS FOR THE SOUTH CORRIDOR PROJECT WHICH WAS IN THE ORIGINAL EXHIBIT 1 TO THE PEOPLE'S TRANSPORTATION PLAN AND THE PARK-AND-RIDE FACILITY ON THE TRANSITWAY AT SW 168TH STREET (PHASE 2) WHICH WAS ADDED TO THE FIVE-YEAR IMPLEMENTATION PLAN IN FEBRUARY 2020; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE 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 the Contract Award of a Professional Services Agreement between Miami-Dade County and HNTB Corporation for Construction, Engineering and Inspection Services for the South Corridor (South-Dade Transitway) Rapid Transit Project; Contract Number CIP155-DTPW19-CEI, with a contract amount not to exceed \$17,984,899.69,

inclusive of a contingency allowance of \$1,634,990.88 and Supplemental Agreement No. 1, which increases the contract amount by \$3,200,838.16, for a cumulative total contract amount not to exceed \$21,185,737.85.

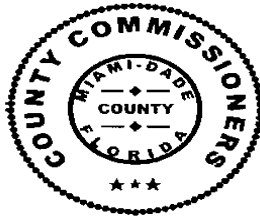
Section 2. Authorizes the use of \$8,489,399.00 in People’s Transportation Plan Capital Reserve funds for the South Corridor project, which was in the original Exhibit 1 to the People’s Transportation Plan and People’s Transportation Plan Bond Program funds the Park-and-Ride Facility on the Transitway at SW 168th Street (Phase 2), which was added to the Five-Year Implementation Plan in February 2020.

Section 3. Authorizes the County Mayor or Designee to execute the Professional Services Agreement, in substantially the form attached hereto and made a part hereof as Exhibit 2 and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "B. Libhaber", is written over a horizontal line.

Bruce Libhaber

Professional Services Agreement

Between

Miami-Dade County

And

HNTB Corporation

For

**Construction, Engineering and Inspection
Services For South Corridor (South-Dade
Transitway) Rapid Transit Project**

Contract No.: CIP155-DTPW19-CEI

ISD Project No.: E19-DTPW-03

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EXHIBITS

- A. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
- B. FEDERAL REQUIREMENTS
- C. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
- F. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
- I. ADDENDA
- J. ISD FORMS
- K. OVERHEAD RATES
- M. TABLE OF ORGANIZATION
- L. HNTB CORPORATION'S FEE BREAKDOWN

DEFINITIONS

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

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 PSA 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 (PSA)** 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 PSA. The term is synonymous with "Subconsultant".
7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.
8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2020 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and HNTB Corporation hereinafter referred to as the "CONSULTANT".

WITNESSETH

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide Construction, Engineering and Inspection Services for South Corridor (South-Dade Transitway) Rapid Transit Project, Contract No.: CIP155-DTPW19-CEI, ISD Project No.: E19-DTPW-03, 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, and CONSULTANT shall have a reasonable right to rely on all such plans and data. 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 within 72 hours.

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.

Performance evaluations of the services rendered under this Agreement shall be performed by DTPW staff throughout the term of the contract and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION II - PROFESSIONAL SERVICES

Department of Transportation and Public Works (DTPW) requires the professional services for the Consultant to provide contract administration, inspection, and materials sampling and testing in support of Internal Services Department's (ISD) Project No. DB19-DTPW-01: Design-Build Services for the South Corridor (South-Dade Transitway) Rapid Transit Project (the "Project"). Following is a brief description of the Project.

The Project is a full "Design-Build" delivery approach that consists of and includes the design, permitting, construction and commissioning of the Project under a Design-Build Contract. The selected Design-Builder under the Design-Build Contract ("the Design-Build Team" will be responsible for all design, permitting, construction and commissioning of the Project. The Project is to be developed entirely within the existing public right-of-way generally defined by the existing South-Dade Transitway corridor between the Dadeland South Metrorail Station and SW 344th Street in Florida City (approximately 20 miles), including adjoining stations. The Project will include 14

new Bus Rapid Transit (BRT) stations at existing station locations, demolition of existing stations and ancillary structures, rehabilitation of approximately 16 existing Transitway stations that will remain in place, and accommodation of at-grade BRT vehicles. Existing stations along the Transitway that are not to be replaced by BRT stations shall be rehabilitated. The extent of rehabilitation and the specific bus shelter components needing repair will vary with each station, and may include structural repairs, painting, and electrical repairs among others.

The selected Design-Build Team shall provide all the necessary investigations including site investigations, surveys, geotechnical investigations, and utility locates. The scope of work will include all utility adjustments, new utility services, required studies and modeling, architectural and engineering (A/E) designs, analysis of ‘sustainable systems’ and Envision certification, and fire/life safety systems. The Design-Build Team shall prepare all surveys, geotechnical engineering reports, designs, construction documents including drawings, specifications, as-built documentation, and shop drawings, as well as obtain all permits including, but not limited to environmental and building permitting. In addition, the Design-Build Team shall perform all necessary inspections, testing, remediation, and perform all construction administration including preparation of schedules, project commissioning, and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the Project.

The Consultant will facilitate coordination between the Design-Build Team and the stakeholder agencies, including, but not limited to: Federal Transit Administration (FTA), FDOT, DTPW, utility agency owners, Village of Pinecrest, Village of Palmetto Bay, Town of Cutler Bay, City of Homestead and City of Florida City. The Design-Build Team shall be responsible to interface and coordinate with the County’s Department of Cultural Affairs for Art in Public Places during the design phase of the Project and perform any required presentations to the Transportation Architectural Review Committee and the Bicycle Pedestrian Advisory Committee of the

Transportation Planning Organization. Throughout the duration of design and construction, the Design-Build Team shall develop and implement the Public Involvement Program and provide support to DTPW and the CEI team as needed. The Consultant shall coordinate with the Design-Builder and DTPW as needed.

As part of the Project, FDOT will require design and construction coordination for the projects listed below. These will be priority projects and the Design-Builder shall work around FDOT's construction schedule:

- FM 439913-1-52-01 Safety Improvement Project along SR 5/US 1 from 1000-ft south of the SW 112th Ave. Intersection to 1370-ft north of the SW 112th Ave. Intersection. This project has an anticipated Letting Date of January 2021.
- FM 439986-1-52-01 Safety Improvement Project along SR 5/US 1 from Bailes Road to SW 214th Street. This project has an anticipated Letting Date of July 2020.
- FM 405575-6-52-01 Safety Improvement Project along SR 998/SW 312th Street/Campbell Drive from Sr 997/Krome Avenue to SR 5/US 1 (Truck By Pass).

The Project scope will also include completion of the design, where the design is incomplete, construction administration, and construction of the following FDOT projects. The County anticipates that the Design-Builder will utilize its own designers to complete the design.

- FM 439984-1-52-01 Safety Improvement Project at the intersection of SR 5/US 1 and SW 136th Street. This project scope includes the installation of two new mast arms at the southwest and northeast corners of the intersection including new signal foundation, new signal heads, and new pedestrian push-buttons. The installation of a signal head on mast arm upright at the southeast corner of the intersection, the installation of back-plates and an additional signal head on northbound and southbound approaches, and the installation of a new pedestrian push-button pedestal at the northeast corner. This project will require Right of Way Certification. At the Southwest

quadrant, an Access Permit Agreement will be required with the DTPW. At the Northeast quadrant Private Owner Acquisition required. The FDOT is in the process of acquiring Right of Way for the Project. The following parcel will be made available as stated:

- Parcel 800 (from FDOT Project FM No. 439984-1-52-01): To be made available to the Design-Builder on or prior to 02/10/2020.

The Design-Builder shall not use the above noted parcel areas for any construction or staging activities, or for any other purpose, until FDOT has issued an applicable parcel clear letter.

- FM 429341-2-52-01 Safety Improvement Project along SR 995 / Quail Roost Drive from the South Miami-Dade Busway to SR 5/US 1 from approximately Station 519+00.00 to Station 523+49.00. This FDOT project scope includes the installation of pedestrian signals and detectors on new pedestal in all four quadrants of the SR 994 (Quail Roost Dr.) and the South Miami-Dade Busway intersection, as well as the removal of all existing pedestrian signals and detectors located on existing mast-arms. The project will include the installation of a new video detection system and connection of video cables to the cabinet through the interconnect pull box, the installation of a new pull box and the adjustment of the County's Information Technology Department's pull box. Additionally, it will include milling and resurfacing of the existing roadway pavement, the reconstruction of the 6" concrete sidewalk in the northwest and southwest quadrants, the installation of curb and gutter in the northwest quadrant, the update of intersection pavement markings (i.e. crosswalks, stop bars, island chevrons) and the update of intersections signs. This project will require a Right of Way Access Permit Agreement with the DTPW.

The Design-Build Project scope encompasses, but is not limited to, all related site/civil infrastructure; architecture; landscape architecture; structural engineering; mechanical and ventilation, electrical and plumbing engineering; and transit control, communications and information systems design. Dynamic Messaging Systems, SCADA (Supervisory Control and Data Acquisition)

including integration with existing DTPW control center, closed circuit television, Automatic Fare Collection System, Next Bus Arrival signs, safety and security systems, emergency call boxes, furniture, fixtures and equipment, signage including gateway monuments and wayfinding signage to station park-and-rides, kiss-and-ride areas and safe crossing locations for pedestrians, bicyclists and drivers, specialty lighting, landscaping and hardscaping, pedestrian/bicycle accommodations, and other systems required for the functionality of the Project are included. Existing transit service must be maintained at all times during the construction of the stations.

The Scope of Services for ISD Project No. E19-DTPW-03 includes:

General: The Consultant will administer, monitor and inspect the work performed by the selected Design-Builder to ensure compliance with the Design-Build Contract requirements, construction and design criteria, standards, plans, specifications and special provisions. The Consultant will observe the work to determine the progress and quality of work; identify and report discrepancies to DTPW and direct the Design-Builder to correct such observed discrepancies. In addition, the Consultant will inform the DTPW Construction Project Manager of any significant omissions, substitutions, defects and deficiencies noted in the work of the Design-Builder and the corrective actions necessary.

The Consultant will provide support to DTPW including, but not limited to: administration during the design and construction phases of the Design-Build Contract, performance of duties such as design-build program logistics; planning; schedule reviews and monitoring; monitoring of permits; design support; plans review and resident engineering; office engineering; on-site inspection services; quality control; testing analyses; contract administration; construction safety and security coordination and compliance; construction survey checks and analysis; manage budget for the project; assist with cash flow reports; monitor the Design-Builder's progress; monitor and review construction cost estimates, invoices/requisitions analyses and recommendations; process shop

drawings; review, prepare and respond, track and process requests for information and field change requests; analysis, negotiation with recommendations for approval/rejection of supplemental agreements and change orders; safety certification; and perform contract closeout phases of the Project. The Consultant shall provide office space as outlined in the attached specifications titled: “Field Office Requirements”. The Consultant will be responsible to coordinate, comply and perform all necessary reporting with FTA and FDOT, and meet all applicable grants requirements and any other miscellaneous tasks as required.

The Consultant shall provide these professional services on-site consistent with the daily activities of the Design-Builder per the Design-Builder’s schedule to provide quality assurance and compliance with plans, specifications, appropriate codes, and adherence to schedules. Since bus service must be maintained at all times during construction with minimum service disruptions, it is anticipated that the Design-Builder’s schedule may include work done during nights, weekends, holidays, etc., year-round.

On-Site Inspections: The Consultant will monitor the Design-Builder's on-site construction activities and inspect materials entering into the work in accordance with the Design Criteria Package, plans, specifications, and special provisions for the Design-Build Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall maintain detailed, accurate records of the Design-Builder's daily operations and of significant events that affect the work. In addition, the Consultant will monitor and inspect the Design-Builder’s Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan in accordance with the DTPW requirements.

Sampling and Testing: The Consultant will perform sampling and testing of component materials and completed work in accordance with the construction contract documents, including all specifications and special provisions. In complying with this scope, the Consultant will provide daily

surveillance of the Design-Builder's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. The Consultant may be required to perform inspection and sampling of materials and components at locations remote from the project site and may perform testing of materials normally done in a laboratory remote from the project site.

Engineering Services: The Consultant will be responsible to coordinate the Design-Build contract administration activities of all parties involved in completing the project. Engineering services shall include maintaining the required level of surveillance of Design-Builder activities, and interpreting plans, specifications, and special provisions for the Design-Build contract. The Consultant will maintain complete, accurate records of all activities, meetings, and events relating to the project and properly document all project changes. The following services shall be performed: scheduling and attendance to weekly progress meetings, as well as attendance to pre-construction meetings, internal meetings with DTPW staff, meetings with regulatory agencies, utility agency owners, and any other meetings required prior to project final acceptance.

The Consultant will verify that the Design-Builder is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. If the project requires the use of the National Pollutant Discharge Elimination System (NPDES) general permit, the Consultant will provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth on pages 4412 to 4435 of the Federal Register, Volume 57, Number 187, issued Friday, September 5, 1992, titled "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.

In addition, the Consultant will analyze the Design-Builder's schedule(s) [i.e. baseline(s), revised baseline(s), updates, as-built, etc.] for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. The Consultant will verify the schedule conforms with the construction phasing and Maintenance Of Traffic sequences, including all contract modifications, and will provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

The Consultant will analyze problems that arise on a project and proposals submitted by the Design-Builder, work to resolve such issues, and process the necessary paperwork.

The Consultant will be responsible to monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List; facilitate coordination and communication between Utility Agency's representatives, DTPW staff and Utility Agency contractors that may be executing the work. The Consultant will assist with potential utility conflicts and the resolution of utility issues including DTPW and local government owned facilities.

The Consultant will identify, review, and track progress of any local, state, and federal grant agreements, and/or other DTPW and utility agreements. The Consultant will address work progress, track reimbursement activities, and address any betterment and salvage determination, as well as prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

Public Information Services: The Consultant will provide Public Information Services and be proactive in keeping the community aware of the status, project phasing, bus service, and vehicular and pedestrian traffic impacts of the project. With approval from DTPW, the Consultant may prepare and disseminate information to the public, elected officials and the media of any

upcoming events, which will affect bus service and traffic flow. The Consultant will be responsible to produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, DTPW will approve all responses, letters, news releases and the like. For work in FDOT right-of-way, the Consultant shall also coordinate with the FDOT Public Information Office, and FDOT shall also approve all responses, letters, news releases and the like. It is expected that the Consultant will provide timely, professional responses to project inquiries including emails, telephone calls and other correspondence. In addition, the Consultant will coordinate general public information meetings, open houses, and community meetings as directed by DTPW's representatives.

Project Documentation and Reporting: The Consultant will prepare and submit to the DTPW Construction Project Manager daily inspection reports and a monthly Construction Status Report in a format agreed upon by DTPW. In addition, the Consultant will prepare all meeting agendas and meeting minutes associated with the Project. It is expected that the Consultant will video tape the pre-construction conditions throughout the project limits, document noteworthy incidents or events during construction, as well as provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the Project. Photographs shall be taken the days of Substantial Completion and Final Acceptance.

Services will be in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055.

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 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 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, codes, ordinances, resolutions and administrative orders 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. The Consultant shall reference all correspondence and work with the Work Order Number.
- 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 Federal 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 not caused by the CONSULTANT or should weather conditions or acts of God or

other events of force majeure render performance of the CONSULTANT'S duties impossible. Such extensions of time shall not be cause for any claim of the CONSULTANT for extra compensation.

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 paragraph 4 below):

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
HNTB Corporation	138.65%	12.50%	2.6848	107.04%	12.50%	2.3292

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 107.04% and for office work is 138.65%. 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. In addition, the

CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. 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.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.
4. The maximum direct hourly rates, per classification, excluding overhead billable under this contract shall not exceed the caps as listed in Exhibit F – Maximum Direct Hourly Rates Per Classification, unless authorized by the COR in writing, and shall apply to all employees except Principals.
5. 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.
6. 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 for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. 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.
7. 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 Attachment "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. The CONSULTANT is permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. 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 per classification 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. The CONSULTANT is permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. 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:

Firm	Principals	Hourly Rate
HNTB Corporation	Matt Price	\$170.00

Note: CONSULTANT shall not bill for more than 40 hours per year. Additional hours must be previously authorized 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 field office, utilities, furnishings, vehicles, expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and 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 for the use of CADD workstations (computers).

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

D. FIXED FEE (SEE EXHIBIT "E")

The fixed fee which was negotiated at 12.50% is the operating margin (profit) 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 12.50% 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.

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 \$17,984,899.69 (inclusive of base and the contingency allowance amount). Refer to Exhibit L – HNTB Corporation’s Fee Breakdown.

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 work order. 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 payment to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous 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.

The CONSULTANT shall report via the Business Management Workforce System (BMWS) all sub-consultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

Payments shall be made in accordance with one of the following methods, as identified in each Work Order.

A. TIME & MATERIALS FOR PROFESSIONAL FEES AND/OR REIMBURSABLE EXPENSES

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsection IV. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

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.

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, specific deliverables, 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 Standard of Care as referenced in Section XXIX (B) and to the satisfaction of the COR who shall decide on 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 on 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/her 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, without restrictions or limitations, 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 COUNTY shall not be re-invoiced for such reused data. 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. The CONSULTANT will not be liable for reuse by the COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

SECTION X – OFFICIAL NOTICES

Any notices, report or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronica medium, 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:

Project Manager: Miguel Torres
Address: 161 NW 6th Street, Suite 1000
Miami, Florida 33136
Telephone: (305) 551-8100
Email: Mitorres@hntb.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, the COUNTY 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 determination 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:

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Atkins North America, Inc.	135.94%	12.50%	2.6543	114.45%	12.50%	2.4126
305 Consulting Engineers, LLC	215.35%	12.50%	3.5477	121.94%	12.50%	2.4968
AMBRO, Inc.	83.45%	12.50%	2.0638	27.56%	12.50%	1.4351
Terracon Consultants, Inc.	185.72%	12.50%	3.2144	153.12%	12.50%	2.8476
Pinnacle Consulting Enterprises, Inc.	N/A	12.50%	N/A	90.55%	12.50%	2.1437
Quest Corporation of America, Inc.	139.93%	12.50%	2.6992	116.92%	12.50%	2.4404
McKim & Creed, Inc.	178.3%	12.50%	3.1309	N/A	12.50%	N/A

¹ Independent Audit in accordance with applicable Sections of Part 31, FAR.

² Considered for minor role only

NOTE #1 : Task involving a very small dollar amount will be considered miscellaneous services.

The County may negotiate consultant fees for these services based on County's cost and price analysis.

NOTE #2 : The CONSULTANT shall be compensated for geotechnical, land and engineering surveying field work based on the rates as negotiated at the work order level.

1. 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, or an independent audit from a Certified Public Accountant (C.P.A.) 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.
2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.
3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit F – Maximum Direct Hourly Rates per Classification unless authorized by the COR in writing, and shall apply to all 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 rate established by Subsection IV-A(1) hereof for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.
5. Labor rates shall be in accordance with Exhibit “F” 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. Subconsultants are permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. 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.

9. PRINCIPALS

Subconsultants shall be compensated at the following rate for the time of principals engaged directly in the work. Subconsultants are permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, approval of which 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:

Firm	Principals	Hourly Rate
Atkins North America, Inc.	Ruben Hernandez	\$170.00
305 Consulting Engineers, LLC		\$170.00
AMBRO, Inc.		\$170.00
Terracon Consultants, Inc.		\$170.00
Pinnacle Consulting Enterprises, Inc.		\$170.00
Quest Corporation of America, Inc.		\$170.00
McKim & Creed, Inc.		\$170.00

Note: CONSULTANT shall not bill for more than 40 hours per year. Additional hours must be previously authorized by the COR.

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, 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, found acceptable to the

COUNTY, 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 910 Calendar Days after its date of execution and issuance of the Notice to Proceed, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement.

The contract contains one, one 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.

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 performed 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 expiration 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 as of the date written notice of default is served. 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

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of

the Contract shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The CONSULTANT shall pay liabilities and losses in connection therewith and shall defend and pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the CONSULTANT'S negligence, recklessness or intentionally wrongful conduct of the CONSULTANT or its employees or agents. The CONSULTANT expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify and hold harmless the COUNTY and its officers, employees, and defend as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

This Section shall survive expiration or termination of this AGREEMENT.

The CONSULTANT shall not commence any work pursuant to this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the COUNTY'S Risk Management Division.

The CONSULTANT shall furnish to the COUNTY, c/o DTPW, Attn.: Leticia Smith, 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 as required by Chapter 440, Florida Statutes.

- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate. **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 this agreement in an amount not less than \$1,000,000 combined single limit.

DESIGN STAGE

In addition to the insurance required in A – C above, a certificate of insurance must be provided as follows:

- D. Professional Liability or Errors & Omissions Insurance covering architectural and/or civil engineering project supervision, administration, surveying, inspecting, geotechnical engineering and any related professional qualifications or functions required by the project in an amount not less than \$5,000,000 per claim, \$10,000,000 in the aggregate.

The risk management division of Miami-Dade County Internal Services Department reserves the right, upon reasonable notice, to examine the policies of insurance (including but not limited to binders, amendments, exclusions or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this agreement.

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 strength by A.M. Best Company, Oldwick, New Jersey.

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.

**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 all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances which may have a bearing on the work contemplated hereunder, including, but are 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 procedures contained in the FALSE CLAIMS Ordinance COUNTY Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against the COUNTY; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- C. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or 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.

D. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

E. 1.49 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (COUNTY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

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

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 – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above referenced amount:

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, familial status, pregnancy, sexual orientation, marital status, disability, gender identity or gender express, 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, ancestry, sex, familial status, pregnancy, age, sexual orientation, marital status, physical handicap or national origin, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. 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; Sections 112.041, 112.042 and 112.0113, Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and County Ordinance 75-46, effective June 28, 1975.

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, sexual orientation, 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. The CONSULTANT further agrees that he/she will comply with the requirements of the Americans with Disabilities Act.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

The CONSULTANT must make a good faith effort to meet the 20.00% 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 DTPW'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 - BUSINESS APPLICATIONS AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Application on the COUNTY's Vendor Registration Site for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for submitting the Vendor Registration Application on the COUNTY's Vendor Registration Site at <https://www.miamidade.gov/Vendor/NewVendor/Enrollment>.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall

render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

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. The CONSULTANT's attention is directed to Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, providing for expedited payments to small businesses by county agencies and the Public Health Trust creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the CONSULTANT to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subconsultants. Failure of the CONSULTANT to issue prompt payment to small business, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY. The CONSULTANT agrees to provide the COUNTY with a copy of its dispute resolution process.

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 project manager, 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 \$1,634,990.88 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

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 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.

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 Subconsultants. 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 CONSULTANT'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 Subconsultants, 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.

G. The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the services under a Work Order (“Modification”). In the event the Parties agree to a Modification to add additional services, or to make other modifications to the services, CONSULTANT’s compensation, the schedule and any other relevant terms and conditions to the applicable Work Order shall be equitably adjusted prior to performance of such services.

H. In no event shall either party, affiliates and subsidiaries or their respective director, officers or employees be liable to the other for any indirect, incidental, special consequential or punitive damages whatsoever (including, without limitations, lost profits, loss of revenue, loss of use or interruption of Business) arising out of or related to this agreement, even if advised of the possibility of such damages.

I. Pursuant to Florida Statute Section 558.0035, under no circumstances shall any present or future, direct or indirect, officers, directors, participants, advisors, managers, employees, agents or affiliates of designer, or any of their heirs, successors or assigns, be individually held liable for negligence.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person,

company or corporation without the prior written consent to the County. The County's consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be 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.

**PURSUANT TO FLORIDA STATUTE CHAPTER 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM
NEGLIGENCE.**

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 2020.

ATTEST:

HARVEY RUVIN

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

By: _____

By: _____

COUNTY MAYOR

Approved by County Attorney

As to Form and Legal Sufficiency:

ATTEST:

HNTB Corporation
(Corporate Seal)

By: Debrah Afarian

By: A. Lugo



EXHIBIT F
MAXIMUM DIRECT HOURLY RATES PER
CLASSIFICATION

CLASSIFICATION	MAXIMUM HOURLY RATE
Principal	\$170.00 (Flat Rate)
Principal Engineer	\$113.17
Chief Engineer 2	\$98.28
Chief Engineer 1	\$89.11
CEI Communications Engineer	\$86.31
Project Manager 2	\$85.47
CEI SPE	\$74.46
Project Manager 1	\$73.57
Engineer 2	\$67.00
Aerial/Drone	\$62.12
CEI Project Administrator	\$58.63
Landscape Architect	\$51.20
CEI Senior ITS Inspector	\$47.12
CEI Senior ITS Inspector - Prem OT	\$23.56
Community Outreach Specialist	\$46.10
CEI CSS	\$42.12
CEI Sr Inspector - Bldg Struct	\$38.00
CEI Sr Inspector - Bldg Struct - Prem OT	\$19.00
CEI Senior Inspector	\$36.05
CEI Senior Inspector - Prem OT	\$18.03
CEI ITS Inspector	\$30.40
CEI ITS Inspector - Prem OT	\$15.20
CEI RCS	\$29.63
CEI Inspector	\$27.09
CEI Inspector - Prem OT	\$13.55
CEI Secretary/Clerical	\$25.05
Community Outreach Specialist - Junior	\$22.50
CEI Associate Contracts Support Specialist	\$30.92

**MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR CEI SERVICES
PRICE PROPOSAL**

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

**CEI Services for the South Corridor
(South-Dade Transitway) Rapid Transit Project
ISD PROJECT NO. E19-DTPW-03**

1. CONSTRUCTION, ENGINEERING AND INSPECTION

- a) FDOT Project FM 439984-1-52-01 Safety Improvement Project
at the intersection of SR 5/US 1 and SW 136th Street..... \$44,545.00
- b) FDOT Project FM 429341-2-52-01 Safety Improvement Project
along SR 995 / Quail Roost Drive from the South Miami-Dade
Busway to SR 5/US 1.....\$37,455.00
- c) South Corridor.....\$16,267,908.81

Subtotal for Base (a through c).....\$ 16,349,908.81

- d) South Corridor Mast Arm Improvements
(Structures & Foundations only) Supplemental\$349,852.87
- e) 168 Street Garage Supplemental.....\$2,295,000.00
- f) Roadway Improvements of SW 264th Street Supplemental..... \$265,000.00

Supplemental Subtotal (d through f).....\$ 2,909,852.87

Total Price:\$ 19,259,761.68



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES											
ISD PROJECT NO.:		E19-DTPW-03	DTPW CONTRACT NO.:			CONSULTANT'S NAME:		HNTB Corporation		DATE:	2/7/2020
SUMMARY OF PROPOSED SCOPE OF WORK AND TOTAL FEE											
PART	TASK #	TASK TITLE				TOTAL COST					
A		South Dade Transit Staffing				\$	14,854,738.91				
B						\$	-				
C		Reimbursable Expenses				\$	1,119,864.82				
D		Surveying				\$	61,205.08				
E		Geotechnical and Material Testing				\$	314,100.00				
					GRAND TOTAL:		\$ 16,349,908.81				



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES												
ISD PROJECT NO.:		E19-DTPW-03	DTPW CONTRACT NO.:			CONSULTANT'S NAME:		HNTB Corporation			DATE:	2/7/2020
PART A. LABOR COSTS:			☒ Time and Materials									
TASK #	SUBTASK #	TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST	
1.0		Project Management - Contract Administration		Torres, Miguel	Chief Engineer 1	HNTB	\$ 89.11	2.3292	\$ 207.56	4991.3	\$ 1,035,958.95	
1.0		Project Management - Contract Administration		Kulpa, John	Principal Engineer	HNTB	\$ 113.17	2.6848	\$ 303.84	165	\$ 50,133.64	
1.0		Project Management - Contract Administration		Vergara, Felix	Chief Engineer 1	HNTB	\$ 89.11	2.3292	\$ 207.56	4908.8	\$ 1,018,835.67	
6.0		Project Safety and Certification		McCombe , Pamela	Principal Engineer	HNTB	\$ 97.08	2.3292	\$ 226.12	866.25	\$ 195,875.12	
5.0		Systems Oversight and Inspection		Pierce, John	CEI Communications Engineer	HNTB	\$ 86.31	2.3292	\$ 201.04	4290	\$ 862,449.03	
3.0		Roadway Oversight and Inspection		Castillo, Mauricio	CEI SPE	HNTB	\$ 74.46	2.3292	\$ 173.43	3135	\$ 543,710.05	
3.0		Roadway Oversight and Inspection		Yeomans, Erick	CEI Sr Inspector	HNTB	\$ 36.05	2.3292	\$ 83.97	5123.3	\$ 430,187.31	
3.0		Roadway Oversight and Inspection		Yeomans, Erick	CEI Sr Inspector- PREM OT	HNTB	\$ 18.03	1.0000	\$ 18.03	668.25	\$ 12,045.21	
3.0		Roadway Oversight and Inspection		Schick, Matt	CEI Sr Inspector	HNTB	\$ 30.57	2.3292	\$ 71.20	4174.5	\$ 297,239.61	
3.0		Roadway Oversight and Inspection		Schick, Matt	CEI Sr Inspector- PREM OT	HNTB	\$ 15.29	1.0000	\$ 15.29	544.5	\$ 8,322.68	
4.0		Stations Oversight and Inspection		Gonzalez, Jean	CEI Sr Inspector	HNTB	\$ 27.58	2.3292	\$ 64.24	4933.5	\$ 316,924.76	
4.0		Stations Oversight and Inspection		Gonzalez, Jean	CEI Sr Inspector- PREM OT	HNTB	\$ 13.79	1.0000	\$ 13.79	643.5	\$ 8,873.87	
4.0		Stations Oversight and Inspection		Sakhai, Tony	CEI Sr Inspector	HNTB	\$ 36.05	2.3292	\$ 83.97	4364.3	\$ 366,455.86	
4.0		Stations Oversight and Inspection		Sakhai, Tony	CEI Sr Inspector- PREM OT	HNTB	\$ 18.03	1.0000	\$ 18.03	569.25	\$ 10,260.73	
4.0		Stations Oversight and Inspection		Elafany, Mohamed	CEI Inspector	HNTB	\$ 25.93	2.3292	\$ 60.40	5123.3	\$ 309,424.61	
4.0		Stations Oversight and Inspection		Elafany, Mohamed	CEI Inspector- PREM OT	HNTB	\$ 12.97	1.0000	\$ 12.97	668.25	\$ 8,663.86	
4.0		Stations Oversight and Inspection		McLeod, Tom	CEI Inspector	HNTB	\$ 27.09	2.3292	\$ 63.10	4743.8	\$ 299,321.27	
4.0		Stations Oversight and Inspection		McLeod, Tom	CEI Inspector- PREM OT	HNTB	\$ 13.55	1.0000	\$ 13.55	618.75	\$ 8,380.97	
5.0	5.1	Systems Oversight and Inspection		Matzen, Mike	CEI Sr ITS Inspector	HNTB	\$ 33.96	2.3292	\$ 79.10	3795	\$ 300,183.10	
5.0	5.1	Systems Oversight and Inspection		Matzen, Mike	CEI Sr ITS Inspector- PREM OT	HNTB	\$ 16.98	1.0000	\$ 16.98	495	\$ 8,405.10	
5.0	5.1	Systems Oversight and Inspection		Smith, William	CEI ITS Inspector	HNTB	\$ 25.35	2.3292	\$ 59.05	3795	\$ 224,076.61	
5.0	5.1	Systems Oversight and Inspection		Smith, William	CEI ITS Inspector- PREM OT	HNTB	\$ 12.68	1.0000	\$ 12.68	495	\$ 6,274.13	
5.0	5.1	Systems Oversight and Inspection		Maddox, David	CEI Sr ITS Inspector	HNTB	\$ 47.12	2.3292	\$ 109.75	3415.5	\$ 374,857.63	
5.0	5.1	Systems Oversight and Inspection		Maddox, David	CEI Sr ITS Inspector- PREM OT	HNTB	\$ 23.56	1.0000	\$ 23.56	445.5	\$ 10,495.98	
5.0	5.1	Systems Oversight and Inspection		McCarthy, Chris	CEI Sr ITS Inspector	HNTB	\$ 38.77	2.3292	\$ 90.30	3605.3	\$ 325,565.19	
5.0	5.1	Systems Oversight and Inspection		McCarthy, Chris	CEI Sr ITS Inspector- PREM OT	HNTB	\$ 19.39	1.0000	\$ 19.39	470.25	\$ 9,115.80	
4.0		Stations Oversight and Inspection		Qureshi, Rashid	CEI Sr Inspector	HNTB	\$ 34.62	2.3292	\$ 80.64	3984.8	\$ 321,317.90	
4.0		Stations Oversight and Inspection		Qureshi, Rashid	CEI Sr Inspector- PREM OT	HNTB	\$ 17.31	1.0000	\$ 17.31	519.75	\$ 8,996.87	
1.0		Project Management - Contract Administration		Garcia, Maria	CEI Secretary/Clerk Typist	HNTB	\$ 24.35	2.3292	\$ 56.72	4950	\$ 280,744.30	
1.0		Project Management - Contract Administration		Rodriguez, Frank	CEI CSS	HNTB	\$ 41.09	2.3292	\$ 95.71	4991.3	\$ 477,696.71	
1.0		Project Management - Contract Administration		Bravo, Vivian	CEI RCS	HNTB	\$ 26.67	2.3292	\$ 62.12	4166.3	\$ 258,806.47	
1.0		Project Management - Contract Administration		Zuniga, Enrique	Principal Engineer	305	\$ 111.32	2.4968	\$ 277.95	478.5	\$ 132,997.69	
4.0		Stations Oversight and Inspection		Moreno, Arturo Moreno	CEI Sr Inspector- Bldg Struct.	305	\$ 33.13	2.4968	\$ 82.73	4554	\$ 376,741.65	
5.0		Systems Oversight and Inspection		Chung, Gabriel Chung	CEI Sr ITS Inspector	305	\$ 41.42	2.4968	\$ 103.41	3605.3	\$ 372,817.26	
5.0		Systems Oversight and Inspection		Neris, Rubin	CEI Sr ITS Inspector	Pinnacle	\$ 40.38	2.1437	\$ 86.56	4364.3	\$ 377,787.74	
5.0		Systems Oversight and Inspection		Rodriguez, Jose	CEI Sr ITS Inspector	Pinnacle	\$ 36.24	2.1437	\$ 77.69	3795	\$ 294,817.64	
5.0		Systems Oversight and Inspection		Anderson, Chris	CEI Sr ITS Inspector	Pinnacle	\$ 38.83	2.1437	\$ 83.23	2277	\$ 189,525.62	
5.0		Systems Oversight and Inspection		TBD	CEI Sr Inspector	Pinnacle	\$ 36.05	2.1437	\$ 77.28	2277	\$ 175,966.62	
1.0		Project Management - Contract Administration		TBD	Community Outreach Specialist	QCA	\$ 33.33	2.4404	\$ 81.34	891	\$ 72,470.70	



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES														
ISD PROJECT NO.:		E19-DTPW-03	DTPW CONTRACT NO.:		CONSULTANT'S NAME:	HNTB Corporation				DATE:	2/7/2020			
1.0		Project Management - Contract Administration		TBD	Community Outreach Specialist- Junior	QCA	\$	22.50	2.4404	\$	54.91	891	\$	48,922.92
1.0		Project Management - Contract Administration		Gonzalez, Herminio	Project Manager 2	Atkins	\$	82.77	2.4126	\$	199.69	2433.8	\$	485,992.86
1.0		Project Management - Contract Administration		Menendez, Daniel Menendez	Project Manager 2	Atkins	\$	85.47	2.4126	\$	206.20	3753.8	\$	774,028.89
4.0		Stations Oversight and Inspection		Hassoun, Mouffak	Engineer 2	Atkins	\$	63.68	2.4126	\$	153.63	4207.5	\$	646,405.89
4.0		Stations Oversight and Inspection		Alemany, Viviana	CEI Project Administrator	Atkins	\$	54.93	2.4126	\$	132.52	4290	\$	568,519.04
4.0		Stations Oversight and Inspection		Roasado, Lorraine	CEI Project Administrator	Atkins	\$	49.35	2.4126	\$	119.06	3960	\$	471,476.95
4.0		Stations Oversight and Inspection		Marinos, Tom	CEI Project Administrator	Ambro	\$	58.63	1.4351	\$	84.14	2805	\$	236,004.23
4.0		Stations Oversight and Inspection		Peters, Delroy	CEI Sr Inspector- Bldg Struct.	Ambro	\$	36.24	1.4351	\$	52.01	4554	\$	236,831.66
4.0		Stations Oversight and Inspection		Rodriguez, Mercedes	CEI Sr Inspector- Bldg Struct.	Ambro	\$	31.06	1.4351	\$	44.58	4364.3	\$	194,540.29
5.0		Stations Oversight and Inspection		TBD	CEI Sr Inspector- Bldg Struct.	Ambro	\$	38.00	1.4351	\$	54.53	2277	\$	124,169.14
4.0		Stations Oversight and Inspection		Belton, Harry	Landscape Architect	Atkins	\$	51.20	2.4126	\$	123.52	82.5	\$	10,190.65
1.0		Project Management - Contract Administration		Lum, John	Aerial/Drone	Atkins	\$	62.12	2.4126	\$	149.88	462	\$	69,244.14
1.0		Project Management - Contract Administration		Suarez, Jimmy	Project Manager 1	Atkins	\$	73.15	2.4126	\$	176.48	3432	\$	605,688.36
										SUB-TOTAL (A):		\$		14,854,738.91
PART B. LABOR COSTS:			☐ Lump Sum											
TASK #	SUBTASK #	TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST			
									\$	-		\$	-	
										SUB-TOTAL (B):		\$		-
PART C. REIMBURSABLE (DIRECT) EXPENSES			Time and Materials											
	COMPANY	ITEM DESCRIPTION	UNIT	COST/UNIT	QUANTITY	TOTAL COST								
	HNTB	Field office expenses	month	\$	6,000.00	33		\$	198,000.00					
	HNTB	Vehicle expenses	month	\$	18,500.00	33		\$	610,500.00					
	HNTB	Printing expenses	month	\$	1,300.00	33		\$	42,900.00					
	HNTB	Office supplies expenses	month	\$	150.00	33		\$	4,950.00					
	HNTB	Field office expenses- Internet	month	\$	300.00	33		\$	9,900.00					
	HNTB	Field office expenses- Electric	month	\$	400.00	33		\$	13,200.00					
	HNTB	Field office expenses- Water	month	\$	150.00	33		\$	4,950.00					
	HNTB	Travel Expenses	each	\$	25,000.00	1		\$	25,000.00					
	Atkins	Direct expenses	each	\$	135,021.05	1		\$	135,021.05					
	Ambro	Direct expenses	each	\$	5,681.28	1		\$	5,681.28					
	305	Direct expenses	each	\$	-	1		\$	-					
	Terracon	Direct expenses	each	\$	-	1		\$	-					
	Quest	Direct expenses	each	\$	5,501.72	1		\$	5,501.72					
	Pinnacle	Direct expenses	each	\$	64,260.77	1		\$	64,260.77					
										SUB-TOTAL (C):		\$		1,119,864.82
PART D. SURVEYING SERVICES				COMPANY:		PW CONTRACT NO:		☒ Time and Materials ☐ Lump Sum						
	CONTRACT SECTION NO.	ITEM DESCRIPTION	UNIT	COST/UNIT	QUANTITY	TOTAL COST								
		3 PERSON SURVEY CREW	McKim &Creed	HR	\$	192.67	250		\$	48,167.50				
		SR PLS	McKim &Creed	HR	\$	306.73	2.5		\$	766.83				
		PLS	McKim &Creed	HR	\$	159.86	25		\$	3,996.50				
		SR TECH	McKim &Creed	HR	\$	116.14	25		\$	2,903.50				



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES														
ISD PROJECT NO.:		E19-DTPW-03	DTPW CONTRACT NO.:			CONSULTANT'S NAME:			HNTB Corporation		DATE:	2/7/2020		
			TECH		McKim &Creed				HR	\$	95.48	25	\$	2,387.00
			CLERICAL		McKim &Creed				HR	\$	119.35	25	\$	2,983.75
										SUB-TOTAL (D):		\$		61,205.08
PART E. SOIL/MATERIAL TESTING SERVICES					COMPANY:			PW CONTRACT NO:			☒ Time and Materials ☐ Lump Sum			
CONTRACT SECTION NO.		ITEM DESCRIPTION						UNIT	COST/UNIT		QUANTITY		TOTAL COST	
7.0	Material Testing and Sampling		Geotechnical and Constructions Material Testing		Terracon				each	\$ 314,100.00		1	\$	314,100.00
										SUB-TOTAL (E):		\$		314,100.00

SUPPLEMENTAL AGREEMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND HNTB CORPORATION

This First Supplemental Agreement is made and entered into as of the ____ day of _____
2020 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the
“COUNTY”, and HNTB Corporation, hereinafter referred to as the “CONSULTANT”).

W I T N E S S E T H

WHEREAS, the COUNTY and the CONSULTANT entered into a Professional Services Agreement to provide Construction, Engineering and Inspection Services for the South Corridor (South-Dade Transitway) Rapid Transit Project, Contract Number CIP155-DTPW19-CEI; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement as provided below as a result of negotiations to provide additional construction, engineering and inspection services for the 168 Street Park-n-Ride Station, the Roadway Improvements of SW 264th Street and the South Corridor Mast Arms Improvement (Structures and Foundations only) projects.

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

SECTION II – PROFESSIONAL SERVICES

Add, the below paragraphs before the last sentence on Page 14:

Additional Construction, Engineering and Inspection Services

The Consultant shall provide additional construction engineering and inspection services as outlined in the scope of services for the below projects:

SW 168th Street Park-n-Ride Station:

The Southwest 168th Street Station is one of 14 BRT stations within the South-Dade Transitway. The Southwest 168th Street Park-n-Ride Station will provide multi-level parking facilities for BRT users and provide a minimum of 636 parking spaces (670 preferred). The SW 168th Street Station will consist of a multi-story parking garage, local bus stop platform, a Kiss & Ride drop-off/pick-up area, and the BRT station. The facility will include public restroom facilities, bicycle storage facilities, and a Driver Relief Station for bus operators. The multi-level story parking garage will overhang the BRT corridor and provide direct connectivity to the BRT platform at the ground level through an elevator. The Southwest 168th Street Park-n-Ride Station will pursue Parksmart Certification (target level Silver) with the Parksmart implementation framework to be provided.

Roadway Improvements of SW 264th Street:

The limits of the scope are from SW 264th Street from US-1 to SW 147th Avenue. The scope includes reconstruction/widening the existing roadway to a two-lane divided roadway with a center turn lane, bike lanes, on street parking, sidewalks, curb and gutter, a continuous storm drainage system, signalization, pavement markings and signage, and lighting.

South Corridor Mast Arms Improvements (Structures and Foundations only)

South Corridor Mast Arms Improvements scope shall be for new signal mast arms designed and installed for all approaches of the Transitway intersections associated with South Corridor projects and for all approaches of the Transitway intersections associated with FDOT-owned roadway cross streets, as noted in Design Criteria Package Section 3.8.7. Mast arm improvements only includes the structural upright, the structural arm, and the foundation that have been identified by the Design Builder to be out of compliance with the Wind Loading requirements of Miami-Dade County and/or the Florida Department Of Transportation. All other components related to the mast arm (signal head, signs, demo, utility impacts, etc.) should be included in the South Corridor component.

SECTION IV – COMPENSATION

Remove first paragraph included under Section IV, Paragraph F Maximum Compensation, and append with the new paragraphs as follows:

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 \$17,984,899.69 (inclusive of base amount and the contingency allowance amount). Refer to Exhibit L – HNTB Corporation’s Fee Breakdown.

The maximum compensation for Additional Construction, Engineering and Inspection Services (CEI) included in this Agreement shall be \$2,909,852.87 exclusive of the Allowance Account, and is summarized in the attached compensation schedule titled Exhibit “L-1” which is a part of this Agreement (Exhibit “L”, and all related provisions, continues to be a part of this agreement). Revision to the fee allocations shown on the Exhibit “L-1” are permissible, subject to the approval of the COR or designee as long as the contract ceiling is not exceeded. An Allowance Account in the amount of \$290,985.29 has been established for the purpose of funding a portion of the Additional CEI Services, which are unforeseeable at the time of execution of this Agreement, or for special work deemed desirable by the COUNTY. It is understood that any unspent portion of the contract ceiling including the Allowance Account, is to remain with the COUNTY. The total maximum compensation for the Additional CEI services, including the Allowance Account, shall not exceed \$3,200,838.16.

SECTION XXVI – CONTINGENCY ALLOWANCE

Remove paragraph included under Section XXVI, Contingency Allowance and append with the new paragraph as follows:

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of \$1,925,976.17 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

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 _____, 2020.

ATTEST:

HARVEY RUVIN

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

By: _____

By: _____
COUNTY MAYOR

Approved by County Attorney

as to Form and Legal Sufficiency:

ATTEST:

HNTB CORPORATION
(Corporate Seal)

By: Rosalee Baetz

By: [Signature]





PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES									
ISD PROJECT NO.:		E19-DTPW-03	DTPW CONTRACT NO.:			CONSULTANT'S NAME:	HNTB Corporation	DATE:	2/7/2020
SUMMARY OF PROPOSED SCOPE OF WORK AND TOTAL FEE									
PART	TASK #	TASK TITLE				TOTAL COST			
A		South Dade Transit Staffing				\$ 2,084,440.58			
B						\$ -			
C		Reimburesable Expenses				\$ 108,644.22			
D		Surveying				\$ 11,560.20			
E		Geotechnical and Material Testing				\$ 90,355.00			
				GRAND TOTAL:		\$ 2,295,000.00			



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES											
ISD PROJECT NO.: E19-DTPW-03			DTPW CONTRACT NO.:		CONSULTANT'S NAME: HNTB Corporation			DATE: 2/7/2020			
PART A. LABOR COSTS:			☒ Time and Materials								
TASK #	SUBTASK #	TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST
3.0		Roadway Oversight and Inspection		Castillo, Mauricio	CEI SPE	HNTB	\$ 74.46	2.3292	\$ 173.43	2150	\$ 372,879.30
4.0		Stations Oversight and Inspection		Sakhai, Tony	CEI Sr Inspector	HNTB	\$ 36.05	2.3292	\$ 83.97	4370	\$ 366,938.67
4.0		Stations Oversight and Inspection		Sakhai, Tony	CEI Sr Inspector- PREM OT	HNTB	\$ 18.03	1.0000	\$ 18.03	655.5	\$ 11,815.39
1.0		Project Management - Contract Administration		TBD	CEI Assoc CSS	HNTB	\$ 30.92	2.3292	\$ 72.02	3300	\$ 237,662.25
4.0		Stations Oversight and Inspection		Moreno, Arturo Moreno	CEI Sr Inspector- Bldg Struct.	305	\$ 33.13	2.4968	\$ 82.73	3800	\$ 314,365.01
1.0		Project Management - Contract Administration		Gonzalez, Herminio	Project Manager 2	Atkins	\$ 82.77	2.4126	\$ 199.69	577.5	\$ 115,320.34
4.0		Stations Oversight and Inspection		Aleman, Viviana	CEI Project Administrator	Atkins	\$ 54.93	2.4126	\$ 132.52	3465	\$ 459,188.46
4.0		Stations Oversight and Inspection		Roasado, Lorraine	CEI Project Administrator	Atkins	\$ 49.35	2.4126	\$ 119.06	1732.5	\$ 206,271.17
									SUB-TOTAL (A):		\$ 2,084,440.58
PART B. LABOR COSTS:			☐ Lump Sum								
TASK #	SUBTASK #	TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST
									\$ -		\$ -
									SUB-TOTAL (B):		\$ -
PART C. REIMBURSABLE (DIRECT) EXPENSES			☐ Time and Materials								
COMPANY		ITEM DESCRIPTION					UNIT	COST/UNIT	QUANTITY		TOTAL COST
	HNTB	Direct expenses					month	\$ 997.50	79		\$ 78,802.50
	Atkins	Direct expenses					each	\$ 29,841.72	1		\$ 29,841.72
	305	Direct expenses					each	\$ -			\$ -
									SUB-TOTAL (C):		\$ 108,644.22
PART D. SURVEYING SERVICES				COMPANY:		PW CONTRACT NO:		☒ Time and Materials ☐ Lump Sum			
CONTRACT SECTION NO.		ITEM DESCRIPTION					UNIT	COST/UNIT	QUANTITY		TOTAL COST
		3 PERSON SURVEY CREW					HR	\$ 192.67	60		\$ 11,560.20
									SUB-TOTAL (D):		\$ 11,560.20
PART E. SOIL/MATERIAL TESTING SERVICES				COMPANY:		PW CONTRACT NO:		☒ Time and Materials ☐ Lump Sum			
CONTRACT SECTION NO.		ITEM DESCRIPTION					UNIT	COST/UNIT	QUANTITY		TOTAL COST
7.0		Material Testing and Sampling					each	\$ 90,355.00	1		\$ 90,355.00
									SUB-TOTAL (E):		\$ 90,355.00



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES									
ISD PROJECT NO.:		E19-DTPW-03	DTPW CONTRACT NO.:			CONSULTANT'S NAME:	HNTB Corporation	DATE:	6/12/2020
SUMMARY OF PROPOSED SCOPE OF WORK AND TOTAL FEE									
PART	TASK #	TASK TITLE				TOTAL COST			
A		South Dade Transit Staffing				\$ 235,486.84			
B						\$ -			
C		Reimbursable Expenses				\$ 18,666.46			
D		Surveying				\$ 1,926.70			
E		Geotechnical and Material Testing				\$ 8,920.00			
				GRAND TOTAL:		\$ 265,000.00			



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES																	
ISD PROJECT NO.:		E19-DTPW-03		DTPW CONTRACT NO.:				CONSULTANT'S NAME:		HNTB Corporation		DATE:		6/12/2020			
PART A. LABOR COSTS:				☒ Time and Materials													
TASK #	SUBTASK #	TASK TITLE		TASK DESCRIPTION		EMPLOYEE (Last Name, First MI)		CLASSIFICATION		COMPANY		DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST	
3.0		Roadway Oversight and Inspection				Castillo, Mauricio		CEI SPE		HNTB		\$ 74.46	2.3292	\$ 173.43	255	\$ 44,225.22	
1.0		Project Management - Contract Administration				TBD		CEI Assoc CSS		HNTB		\$ 30.92	2.3292	\$ 72.02	295	\$ 21,245.56	
5.0		Systems Oversight and Inspection				TBD		CEI Sr Inspector		Pinnacle		\$ 36.05	2.1437	\$ 77.28	2200	\$ 170,016.05	
														SUB-TOTAL (A):		\$ 235,486.84	
PART B. LABOR COSTS:				☐ Lump Sum													
TASK #	SUBTASK #	TASK TITLE		TASK DESCRIPTION		EMPLOYEE (Last Name, First MI)		CLASSIFICATION		COMPANY		DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST	
														\$ -		\$ -	
														SUB-TOTAL (B):		\$ -	
PART C. REIMBURSABLE (DIRECT) EXPENSES				Time and Materials													
COMPANY		ITEM DESCRIPTION				UNIT		COST/UNIT		QUANTITY		TOTAL COST					
HNTB		Direct expenses				month		\$ 997.50		3.6		\$ 3,591.00					
HNTB		Travel Expenses				each		\$ 5,000.00		1		\$ 5,000.00					
Pinnacle		Direct expenses				each		\$ 10,075.46		1		\$ 10,075.46					
														SUB-TOTAL (C):		\$ 18,666.46	
PART D. SURVEYING SERVICES				COMPANY:				PW CONTRACT NO:				☒ Time and Materials ☐ Lump Sum					
CONTRACT SECTION NO.		ITEM DESCRIPTION				UNIT		COST/UNIT		QUANTITY		TOTAL COST					
		3 PERSON SURVEY CREW				McKim &Creed		HR		\$ 192.67		10		\$ 1,926.70			
														SUB-TOTAL (D):		\$ 1,926.70	
PART E. SOIL/MATERIAL TESTING SERVICES				COMPANY:				PW CONTRACT NO:				☒ Time and Materials ☐ Lump Sum					
CONTRACT SECTION NO.		ITEM DESCRIPTION				UNIT		COST/UNIT		QUANTITY		TOTAL COST					
7.0		Material Testing and Sampling		Geotechnical and Constructions Material Testing		Terracon		each		\$ 8,920.00		1		\$ 8,920.00			
														SUB-TOTAL (E):		\$ 8,920.00	



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES									
ISD PROJECT NO.:		E19-DTPW-03	DTPW CONTRACT NO.:			CONSULTANT'S NAME:	HNTB Corporation	DATE:	2/7/2020
SUMMARY OF PROPOSED SCOPE OF WORK AND TOTAL FEE									
PART	TASK #	TASK TITLE				TOTAL COST			
A		South Dade Transit Staffing				\$ 318,769.26			
B						\$ -			
C		Reimburesable Expenses				\$ 11,083.61			
D		Surveying				\$ -			
E		Geotechnical and Material Testing				\$ 20,000.00			
				GRAND TOTAL:		\$ 349,852.87			



PROPOSED SCOPE OF WORK, STAFF HOURS AND TOTAL FEE FOR PROFESSIONAL SERVICES															
ISD PROJECT NO.:		E19-DTPW-03		DTPW CONTRACT NO.:				CONSULTANT'S NAME:		HNTB Corporation		DATE:		2/7/2020	
PART A. LABOR COSTS:				☒ Time and Materials											
TASK #	SUBTASK #	TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST				
3.0		Roadway Oversight and Inspection		TBD	CEI SPE	HNTB	\$ 74.46	2.3292	\$ 173.43	569.25	\$ 98,726.30				
1.0		Project Management - Contract Administration		TBD	CEI Assoc CSS	HNTB	\$ 30.92	2.3292	\$ 72.02	569.25	\$ 40,996.74				
5.0		Systems Oversight and Inspection		TBD	CEI Sr Inspector	Pinnacle	\$ 36.05	2.1437	\$ 77.28	2316.9	\$ 179,046.22				
									SUB-TOTAL (A):		\$ 318,769.26				
PART B. LABOR COSTS:				☐ Lump Sum											
TASK #	SUBTASK #	TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER	LOADED RATE	HOURS	TOTAL COST				
									\$ -		\$ -				
									SUB-TOTAL (B):		\$ -				
PART C. REIMBURSABLE (DIRECT) EXPENSES				Time and Materials											
COMPANY		ITEM DESCRIPTION					UNIT	COST/UNIT	QUANTITY		TOTAL COST				
	Pinnacle	Direct expenses					each	\$ 11,083.61	1		\$ 11,083.61				
									SUB-TOTAL (C):		\$ 11,083.61				
PART D. SURVEYING SERVICES				COMPANY:				PW CONTRACT NO:				☒ Time and Materials ☐ Lump Sum			
CONTRACT SECTION NO.		ITEM DESCRIPTION					UNIT	COST/UNIT	QUANTITY		TOTAL COST				
		3 PERSON SURVEY CREW					HR	\$ 192.67	0		\$ -				
									SUB-TOTAL (D):		\$ -				
PART E. SOIL/MATERIAL TESTING SERVICES				COMPANY:				PW CONTRACT NO:				☒ Time and Materials ☐ Lump Sum			
CONTRACT SECTION NO.		ITEM DESCRIPTION					UNIT	COST/UNIT	QUANTITY		TOTAL COST				
7.0		Material Testing and Sampling					each	\$ 20,000.00	1		\$ 20,000.00				
									SUB-TOTAL (E):		\$ 20,000.00				



MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 11/01/2017 To: 11/12/2020

EXHIBIT 3

FIRM NAME: HNTB CORPORATION
8700 W Flagler St, Suite 200
Miami, FL 33174-2428

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-ID-W19AE01	1	ID		10/11/2019	\$200,000.00
MULTIPLE AE SERVICES					
	Change Order # 1	APR-22-20	0 days		\$150,000.00
					<u>\$350,000.00</u>
EDP-ID-W200011N	1	ID		09/14/2020	\$618,197.71
ZELDA GLAZER SOUNDS CAPE PROJECT					
					<u>\$618,197.71</u>
EDP-MT-CIP244	1	MT		10/05/2020	\$60,439.56
NORTH CORRIDOR ALIGNMENT REVIEW AND OPTIMIZATION					
					<u>\$60,439.56</u>
EDP-ID-W20AE05	1	ID		10/09/2020	\$400,000.00
MULTIPLE A/E SERVICES VII					
					<u>\$400,000.00</u>
Total Award Amount				\$1,278,637.27	
Total Change Orders Approved by BCC				<u>\$150,000.00</u>	\$150,000.00



Memorandum



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

From: Javier A. Betancourt, Executive Director 

Date: January 13, 2021

Re: **CITT AGENDA ITEM 7G:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE
AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE
COUNTY AND HNTB CORPORATION FOR CONSTRUCTION, ENGINEERING AND
INSPECTION SERVICES FOR THE SOUTH CORRIDOR (SOUTH-DADE
TRANSITWAY) RAPID TRANSIT PROJECT, CONTRACT NO. CIP155-DTPW19-CEI,
WITH A CONTRACT AMOUNT NOT TO EXCEED \$17,984,899.69, INCLUSIVE OF A
CONTINGENCY ALLOWANCE OF \$ 1,634,990.88 AND SUPPLEMENTAL
AGREEMENT NO. 1, INCREASING THE CONTRACT AMOUNT BY \$3,200,838.16,
FOR A CUMULATIVE TOTAL CONTRACT AMOUNT NOT TO EXCEED
\$21,185,737.85; AUTHORIZE THE USE OF PEOPLE'S TRANSPORTATION PLAN
CAPITAL RESERVE AND BOND PROGRAM FUNDS IN THE AMOUNT OF
\$8,489,399.90 FOR THE SOUTH CORRIDOR PROJECT WHICH WAS IN THE
ORIGINAL EXHIBIT 1 TO THE PEOPLE'S TRANSPORTATION PLAN AND THE PARK-
AND-RIDE FACILITY ON THE TRANSITWAY AT SW 168TH STREET (PHASE 2)
WHICH WAS ADDED TO THE FIVE YEAR IMPLEMENTATION PLAN IN FEBRUARY
2020; AND AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S
DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE RIGHTS CONTAINED
THEREIN **(DTPW – BCC LEGISLATIVE FILE NO. 202563) SURTAX FUNDS ARE
REQUESTED**

On January 12, 2021, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 21-007. The vote was as follows:

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

Glenn J. Downing, CFP® – Aye
Joe Jimenez – Absent
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye

Ashley V. Gantt, Esq. – Absent
Jonathan Martinez – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye

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