

## **MEMORANDUM**

Agenda Item No. 8(N)(1)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** January 17, 2024

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving various supplemental professional services agreements for the Department of Transportation and Public Works in a total supplemental amount for all such supplemental agreements not to exceed \$125,400,000.00; authorizing the County Mayor to execute such supplemental agreements; authorizing the use of Charter County Transportation Surtax funds and People's Transportation Plan Bond Program proceeds ("Surtax") in an amount not to exceed \$125,400,000.00 only for those surtax eligible projects which were included in the original Exhibit 1 to the People's Transportation Plan or were otherwise added to the Five-Year Implementation Plan; and authorizing the County Mayor designee to execute the supplemental agreements and to exercise the rights contained therein, including termination

Resolution No. R-33-24

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



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Geri Bonzon-Keenan  
County Attorney

GBK/uw

# Memorandum



**Date:** January 17, 2024

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Supplemental Agreement to Professional Services Agreements with AECOM Technical Services, Inc., BCC Engineering, LLC, CHA Consulting, Inc., Gannet Fleming, Inc., HNTB Corporation, Kimley-Horn and Associates, Inc., Parsons Transportation Group, Inc., WSP USA, Inc., and Zyscovich, LLC, for the Continued Support of Department of Transportation and Public Works Projects; Increasing the Total Contract Amount by \$125,400,000 and Authorizing the Use of Charter County Transportation Surtax Funds and People's Transportation Plan Bond Program Proceeds for Such Purposes

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## Executive Summary

This item requests approval from the Board of County Commissioners (Board) of Supplemental Agreements to the Professional Services Agreements (PSA) with AECOM Technical Services, Inc., BCC Engineering, LLC, CHA Consulting, Inc., Gannet Fleming, Inc., HNTB Corporation, Kimley-Horn and Associates, Inc., Parsons Transportation Group, Inc., WSP USA, Inc., and Zyscovich, LLC in a combined amount of \$125,400,000, as further detailed in Attachment A. While there are various funding sources for this request, approximately 95% of these funds are anticipated to be drawn from Charter County Transportation Surtax Funds and People's Transportation Plan Bond Program proceeds.

This item is not a request for a new funding allocation to the DTPW Work Program. Approval of this item will provide additional contractual capacity to existing contracts to allow the department to maintain commitments in project schedule and production for on-going projects that have been adopted in the PTP Five-Year Plan and/or in the Miami-Dade County Adopted Capital Budget for the upcoming two years. The Supplemental Agreements will continue the services under each PSA scope of work to include planning, engineering, program and project management support, construction inspection and engineering, and architectural services.

These services will support DTPW's \$1.3 billion Fiscal Year (FY) 2023-24 Capital Program. This includes park and ride facilities, Metrorail and Metromover improvements, facility improvements, the Signal Innovation Program, Transit-Oriented Development (TOD) projects, Vision Zero projects, the South Dade Trail Projects, and further development of the Strategic Miami Area Rapid Transit (SMART) Program initiatives such as the Northeast Corridor and numerous projects supporting the South Dade TransitWay Program. Technical work associated with other SMART Program projects such as the North Corridor are not included in the recommended supplemental agreements as they have been procured independently.

The additional contract capacity will also assist the department in remaining diligent in the pursuit and expenditure of grant funds over the next two years. The work programmed through these Supplemental Agreements is within the existing scope of services identified in each contract. The continuity of

professional services would also address any possibility of higher costs and delays associated with new consultants needing to absorb and adopt work performed to date by the original consultants. Failure to approve this item will result in delays to ongoing projects as many of the technical tasks will have to be shifted over to in-house staff currently managing various priorities.

The total amount recommended in the supplemental agreements accounts for 6% of the total Work Program for the next two years. A comprehensive review of industry standards showed that similar programs in the Florida Department of Transportation and the Miami-Dade County Water and Sewer, PortMiami, and Aviation Departments account for a 12 to 15% allocation for professional services agreements, thus making DTPW's request significantly lower than industry standards. Moreover, over 90 percent of the current allocation under the PSAs have been obligated, demonstrating projects are moving forward and additional contract capacity is needed to complete them.

Parallel to this effort, the department is drafting a solicitation for new PSAs. The new PSAs are scheduled to be executed in the next 18 months and will help advance the projects in the DTPW Work Program between year 3 and year 7.

### **Recommendation**

This item recommends Board approval of the attached Supplemental Agreements No. 1 with AECOM Technical Services, Inc. (Contracts No. CIP215-DTPW19-DE(1) and CIP215-DTPW19-DE(6)), Supplemental Agreement No. 1 with BCC Engineering, LLC (Contract No. CIP215-DTPW19-DE(2)), Supplemental Agreement No. 2 with CHA Consulting, Inc. (Contract No. E19-DTPW-01), Supplemental Agreement No. 1 with Gannet Fleming, Inc. (Contract No. CIP215-DTPW19-DE(5)), Supplemental Agreement No. 2 with HNTB Corporation (Contract No. CIP215-DTPW19-DE(4)), Supplemental Agreement No. 1 with Kimley-Horn and Associates, Inc. (Contract No. CIP215-DTPW19-DE(3)), Supplemental Agreement No. 2 with Parsons Transportation Group, Inc. (Contract No. CIP142-1-TPW16-PE1(1), Supplemental Agreement No. 4 with WSP USA, Inc. (Contract No. CIP142-TR15-PE1), and Supplemental Agreement No. 1 with Zyscovich, LLC (Contract No. CIP215-DTPW19-DE(7)) and Miami-Dade County (County) for consultant services to support ongoing DTPW projects, including initiatives under the SMART Program. The Supplemental Agreements increase the contract amounts by a total of \$125,400,000, inclusive of a 10 percent contingency allowance, as further detailed in Attachment A. Additionally, it is recommended that the Board approve the use of Charter County Transportation Surtax funds and People's Transportation Plan Bond Program proceeds for eligible projects which were included in the original Exhibit 1 to the People's Transportation Plan or added to the Five-Year Implementation Plan.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested.

### **Scope**

The projects lie within multiple Commission Districts and promote connectivity to the entire transit system or safety and capacity improvements for various roadways; therefore, they are countywide in nature.

**Delegated Authority**

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the original resolution, which includes authority for the County Mayor or County Mayor’s designee to execute these Supplemental Agreements.

**Fiscal Impact/Funding Source**

This item is not requesting a new funding allocation to the DTPW Work Program. The item is seeking additional contract capacity for existing PSAs to allow the department to implement or advance on-going projects. The recommended supplemental agreements and associated funding are accounted for in various capital projects included in the FY 2023-24 Adopted Budget and Multi-Year Capital Plan. The combined fiscal impact will be \$125,400,000 for all PSAs, which includes a contingency allowance amount of \$12,540,000 for unforeseen work. There are no operation and maintenance costs as these PSAs are for professional services. In addition, future available funding from other federal and state sources such as the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT), will be assigned as projects are approved in the Multi-Year Capital Plan. The cost of services will be charged to the particular project or activity requiring these services. The DTPW Division requesting the services for a specific project will provide the funding source at the time a Work Order is issued. Work Orders will not be issued under these PSAs unless the specific user division identifies appropriate budgeted funds.

**Capital Budget**

| <b>Project:</b> | <b><u>Capital Budget Program # - Description</u></b>                                                                                                                                                                                                  | <b><u>Estimate</u></b> |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
|                 | Various funding sources                                                                                                                                                                                                                               | \$125,400.000          |
|                 | Road Impact Fees, Mobility Fee, Secondary Gas Tax, Quality Neighborhoods Improvement Program, Stormwater Utility, operational funds, People’s Transportation Plan Bond Program, Charter County Transportation Surtax funds, FTA funds, and FDOT funds |                        |

**Track Record/Monitor**

Josiel Ferrer-Diaz, P.E., DTPW Acting Deputy Director and Chief Project Delivery Officer, is responsible for monitoring this Project.

**Background**

DTPW’s SMART Program is advancing six of the PTP rapid transit corridors with the objective of implementing efficient and effective mass transit projects, promoting countywide connectivity and mobility. An estimated 1.7 million County residents live within a two-mile radius of the SMART Program transit extensions, representing approximately 63 percent of the County’s population. Of the six corridors, the Northeast Corridor will create an important connection to the hearts of various municipalities in northeastern Miami-Dade, and significantly improve north-south mobility.

Under Resolution No. R-1154-20, the Board directed the Administration to finalize negotiations with Brightline for the implementation of commuter rail service for the NE Corridor of the SMART Plan, including conducting all necessary due diligence. Included within the Resolution is direction to execute agreements for the funding and development of any capital improvements necessary to operate commuter

rail service along the corridor, including, but not limited to, land acquisition, station development, parking and maintenance facilities, and rail infrastructure. On November 28, 2023, the Northeast Corridor received FTA's National Environmental Policy Act (NEPA) approval which allows the project to proceed further. To enhance the project's prospects for funding and approval for engineering and construction, it is imperative to achieve a 60% completion of the engineering design by August 2024.

Further, DTPW's planned Multi-Year Capital Plan includes various Infrastructure and Renewal Program projects that are necessary to properly maintain its capital assets. The replacement and upgrade of transit assets include vehicles, facilities, systems, and equipment overhauls and acquisitions. It is essential to the health, safety, economic development, and quality of life to maintain these assets. The identified projects are planned, designed, and implemented with the assistance of professional engineers. They provide technical expertise and ensure that projects comply with applicable standards and state and federal policies. The professional services will supplement DTPW's resources by providing highly qualified personnel to perform the duties assigned under the terms of each PSA. Professional engineers and architects are required on projects that include services for lighting analysis and design, site design, project management, facility design, building design, construction management, foundations design, structural system analysis and design, environmental sciences, communications systems, traffic design and forecasting, stormwater analysis and design, planning, permitting, park and ride design, landscape and streetscape design, and construction estimating.

In order to more properly convey comprehensive DTPW efforts with the Advanced Traffic Management System (ATMS), the program is being more appropriately defined as the Signal Innovation Program (SIP). Along with continuation of ATMS initiatives, the SIP includes the LED Smart Lighting and Smart County Systems Project. The LED Smart Lighting and Smart County Systems Project is replacing conventional streetlights with energy-efficient LED fixtures equipped with intelligent sensors and installing fiber optic infrastructure to support approximately 400 signalized intersections with cameras and sensors to monitor and help improve mobility.

In an effort to maintain project milestones and comply with Board directives in a timely manner, DTPW staff will continue ongoing efforts with the consultants identified in the subject PSAs and address work allowed by each contract's scope of services. The total supplemental increase amounts to approximately 6% of DTPW's total Capital Budget for FY 2023-24 and FY 2024-25, which is well below the rates of agencies with similar capital programs. DTPW is working closely with the Strategic Procurement Department on new replacement contracts which will be presented to the Board under separate approval. Additionally, DTPW will continue accessing the County's Equitable Distribution Program for projects that fall within the program's monetary thresholds.

#### **DBE Goal Attainment**

As of October 30, 2023, DTPW's Office of Civil Rights, Disadvantaged Business Enterprise (DBE) Unit, has made no change to the established DBE goals for each of the contracts mentioned in this item. DTPW will continue to monitor the achievement of each contract's DBE commitments. To date, prime consultants have utilized the services of over 80 sub-consultants and have paid approximately 20% of all invoicing to DBE firms under these PSAs.

**Due Diligence**

Pursuant to Resolution No. R-187-12 and in accordance with the Strategic Procurement Department's Procurement Guidelines, DTPW staff exercised due diligence. The Firm History Report provided by the Office of Small Business Development noted the following:

- AECOM Technical Services, Inc. received 48 performance evaluations in the Capital Improvements Information System Database (CIIS) for the last five years, reflecting a rating of 3.6 points out of a possible 4.0 points, representing an above satisfactory performance rating. The firm has 121 performance evaluations, reflecting a rating of 3.7 points out of a possible 4.0 points for its entire work history with the County.
- BCC Engineering, LLC received one performance evaluation in the CIIS for the last five years, reflecting a rating of 4.0 points out of a possible 4.0 points, representing an above satisfactory performance rating. The firm has 14 performance evaluations, reflecting a rating of 3.6 points out of a possible 4.0 points for its entire work history with the County.
- CHA Consulting, Inc. has no work history registered in the CIIS.
- Gannett Fleming, Inc. received one performance evaluation in the CIIS for the last five years, reflecting a rating of 3.3 points out of a possible 4.0 points, representing an above satisfactory performance rating. The firm has nine performance evaluations, reflecting a rating of 3.7 points out of a possible 4.0 points for its entire work history with the County.
- HNTB Corporation received nine performance evaluations in the CIIS for the last five years, reflecting a rating of 3.7 points out of a possible 4.0 points, representing an above satisfactory performance rating. The firm has 11 performance evaluations, reflecting a rating of 3.7 points out of a possible 4.0 points for its entire work history with the County.
- Kimley-Horn and Associates, Inc. received 13 performance evaluations in the CIIS for the last five years, reflecting a rating of 3.7 points out of a possible 4.0 points, representing an above satisfactory performance rating. The firm has 42 performance evaluations, reflecting a rating of 3.7 points out of a possible 4.0 points for its entire work history with the County.
- Parsons Transportation Group, Inc. received two performance evaluations in the CIIS for the last five years, reflecting a rating of 3.6 points out of a possible 4.0 points, representing an above satisfactory performance rating. The firm has seven performance evaluations, reflecting a rating of 3.7 points out of a possible 4.0 points for its entire work history with the County.
- WSP USA, Inc. received 11 performance evaluations in the CIIS for the last five years, reflecting a rating of 3.9 points out of a possible 4.0 points, representing an above satisfactory performance rating. The firm has 75 performance evaluations, reflecting a rating of 3.7 points out of a possible 4.0 points for its entire work history with the County.
- Zyscovich, LLC has no performance evaluations in the CIIS for the last five years. The firm has four performance evaluations, reflecting a rating of 3.8 points out of a possible 4.0 points for its entire work history with the County.

Attachment



Jimmy Morales  
Chief Operational Officer

# Memorandum



**Date:** January 5, 2024

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

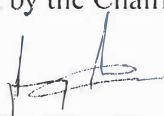
**From:** Eulois Cleckley, Director  
Department of Transportation and Public Works

**Subject:** Request to Process Late Departmental Agenda Item

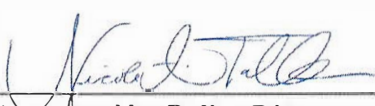
I am requesting that the resolution approving Supplemental Agreements No. 1 with AECOM Technical Services, Inc. (Contracts No. CIP215-DTPW19-DE(1) and CIP215-DTPW19-DE(6)), Supplemental Agreement No. 1 with BCC Engineering, LLC (Contract No. CIP215-DTPW19-DE(2)), Supplemental Agreement No. 2 with CHA Companies of New York, Inc. (Contract No. E19-DTPW-01), Supplemental Agreement No. 1 with Gannet Fleming, Inc. (Contract No. CIP215-DTPW19-DE(5)), Supplemental Agreement No. 2 with HNTB Corporation (Contract No. CIP215-DTPW19-DE(4)), Supplemental Agreement No. 1 with Kimley-Horn and Associates, Inc. (Contract No. CIP215-DTPW19-DE(3)), Supplemental Agreement No. 2 with Parsons Transportation Group, Inc. (Contract No. CIP142-1-TPW16-PE1(1)), Supplemental Agreement No. 4 with WSP USA, Inc. (Contract No. CIP142-TR15-PE1), and Supplemental Agreement No. 1 with Zyscovich, LLC (Contract No. CIP215-DTPW19-DE(7)) and Miami-Dade County (County) for consultant services to support ongoing DTPW projects be processed for agenda placement on the January 17 Board of County Commission Agenda.

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is time sensitive and critically important to the Department of Transportation and Public Works (DTPW) and Miami-Dade County. The item will allow DTPW to maintain project milestones and comply with Board directives in a timely manner. In particular, the Northeast Corridor has received National Environmental Policy Act (NEPA) approval from the Federal Transit Administration (FTA), which allows the project to proceed further. To enhance the project's prospects for federal and state funding, and for approval for engineering and construction, it is imperative to achieve a 60% completion of the engineering design by August 2024. That would be jeopardized if this item is not approved by the Board of County Commissioners (BCC) in January.

Therefore, please process the item. I am aware that this item is subject to approval for placement on the agenda by the Chairman of the BCC, and review by the Office of the County Attorney.

  
\_\_\_\_\_  
**Approved by Mayor or Mayor's Designee**

\_\_\_\_\_  
Jimmy Morales  
Print Name

  
\_\_\_\_\_  
**Approved by Policy Director or Designee**

\_\_\_\_\_  
Nicole Tallman  
Print Name

c: Geri Bonzon-Keenan, County Attorneys  
CAOagenda@miamidade.gov  
Eugene Love, Agenda Coordinator

MDC007

## Attachment A

| Miami-Dade County Department of Transportation and Public Works<br>Professional Service Agreement Current Status and Additional Capacity Requested |                                    |                        |                                    |                                     |                                                   |                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------|------------------------------------|-------------------------------------|---------------------------------------------------|------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract No.                                                                                                                                       | Consultant Name                    | Overall Contract Value | Total Contract Value<br>Encumbered | % Remaining<br>Contract<br>Capacity | Total Remaining<br>Contract Capacity <sup>1</sup> | Recommended<br>Supplemental<br>Agreement | New Total Contract<br>Value | Comments <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| CIP142-TR15-PE1                                                                                                                                    | WSP USA, Inc.                      | \$ 52,580,000.00       | \$ 46,409,776.63                   | 3%                                  | \$ 6,170,223.37                                   | \$ 5,000,000.00                          | \$ 57,580,000.00            | Supplemental #2 for \$11,000,000 is restricted to East-West Corridor projects.<br>Supplemental #3 for \$19,800,000 is restricted to South Dade Electric Bus Maint Facilities and other eligible projects.<br>Major project(s) included in the recommended supplemental agreement for this consultant include: CIP287 DTPW Facilities Master Plan                                                                                                                                                                                                                                                                                                                                                                                    |
| CIP142-1-TPW16-PE1(1)                                                                                                                              | Parsons Transportation Group, Inc. | \$ 31,130,000.00       | \$ 29,193,155.32                   | 1%                                  | \$ 1,936,844.68                                   | \$ 5,000,000.00                          | \$ 36,130,000.00            | Supplemental #2 for \$11,000,000 is restricted to Northeast Corridor.<br>Major project(s) included in the recommended supplemental agreement for this consultant include: CIP153 Beach Corridor / Bay Link                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| CIP215-DTPW19-DE(1)                                                                                                                                | AECOM Technical Services, Inc.     | \$ 5,500,000.00        | \$ 5,345,248.36                    | 3%                                  | \$ 154,751.64                                     | \$ 6,700,000.00                          | \$ 12,200,000.00            | Major project(s) included in the recommended supplemental agreement for this consultant include: CIP155 South Corridor - Post Construction Monitoring of Traffic Operations per FDOT MOU Section 2.2.2.4<br>CIP155 South Corridor - Post construction Getting to Gold<br>CIP207 Dadeland South Intermodal - Post Design Services During the Design-Build Phase<br>CIP091 Park and Ride Facility at Transitway and SW 168 Street - post design Services<br>CIP262 Downtown Bus Terminal - RFP<br>CIP291 Dr. Martin Luther King Jr. Park and Ride Facility<br>CIP097 SR836 Express Bus Service Park and Ride/Bus Terminal (Panther Station)<br>CIP134 Metrorail Station Refurbishment - Roofing Improvements at 21 Metrorail Stations |
|                                                                                                                                                    |                                    |                        |                                    |                                     |                                                   |                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                    |                                    |                        |                                    |                                     |                                                   |                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                    |                                    |                        |                                    |                                     |                                                   |                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CIP215-DTPW19-DE(2)                                                                                                                                | BCC Engineering, LLC.              | \$ 5,500,000.00        | \$ 5,280,079.82                    | 4%                                  | \$ 219,920.18                                     | \$ 18,100,000.00                         | \$ 23,600,000.00            | Major project(s) included in the recommended supplemental agreement for this consultant include: IRP346A Transit Facilities Improvements Per Recertification Requirements<br>CIP276 264th Park-n-Ride (SMART - South)<br>CIP278 Marlin Rd Park-n-Ride (SMART - South)<br>CIP157 Flagler Corridor (SMART Plan)<br>OSP251 Vision Zero<br>SMART Program PIO Support, for CIP 155 (South), CIP 152 (North), CIP 228 (Northeast), CIP 154 (East-West)                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                    |                                    |                        |                                    |                                     |                                                   |                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                    |                                    |                        |                                    |                                     |                                                   |                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                    |                                    |                        |                                    |                                     |                                                   |                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CIP215-DTPW19-DE(3)                                                                                                                                | Kimley Horn and Associates, Inc.   | \$ 5,500,000.00        | \$ 4,926,329.63                    | 10%                                 | \$ 573,670.37                                     | \$ 14,200,000.00                         | \$ 19,700,000.00            | Major project(s) included in the recommended supplemental agreement for this consultant include: CIP274 South Dade Trail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| CIP215-DTPW19-DE(4)                                                                                                                                | HNTB Corporation                   | \$ 49,500,000.00       | \$ 4,298,507.36                    | 17%                                 | \$ 45,201,492.64                                  | \$ 20,200,000.00                         | \$ 69,700,000.00            | Major project(s) included in the recommended supplemental agreement for this consultant include: CIP228 Northeast Corridor Design and FTA support<br>CIP134 Metrorail Station Refurbishment (Government Center)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CIP215-DTPW19-DE(5)                                                                                                                                | Gannett Fleming, Inc.              | \$ 5,500,000.00        | \$ 1,235,677.02                    | 78%                                 | \$ 4,264,322.98                                   | \$ 17,200,000.00                         | \$ 22,700,000.00            | Major project(s) included in the recommended supplemental agreement for this consultant include: IRP022 Tracker and Automatic Vehicle Locating System Upgrade<br>CIP260 Miami Beach Multimodal Mobility Hub                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| CIP215-DTPW19-DE(6)                                                                                                                                | AECOM Technical Services, Inc.     | \$ 5,500,000.00        | \$ 5,388,645.29                    | 2%                                  | \$ 111,354.71                                     | \$ 3,600,000.00                          | \$ 9,100,000.00             | Major project(s) included in the recommended supplemental agreement for this consultant include: CIP063 Additional Elevators at Dadeland North and Garage Refurbishment<br>CIP291 MLK Station and Park & Ride Design<br>CIP262 Metro Center Downtown Multimodal Bus Facility                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| CIP215-DTPW19-DE(7)                                                                                                                                | Zyscovich, Inc.                    | \$ 5,500,000.00        | \$ 4,176,701.82                    | 24%                                 | \$ 1,323,298.18                                   | \$ 10,400,000.00                         | \$ 15,900,000.00            | Major project(s) included in the recommended supplemental agreement for this consultant include: OPS282 Northeast TOD Master Plan<br>OPS258 Design District Corridor TOD Master Plan<br>OPS 269 North TOD Master Plan<br>IRP 298 Track and Guideway Building                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| E19-DTPW-01/20190029                                                                                                                               | CHA                                | \$ 19,996,900.00       | \$ 19,900,550.46                   | 0.48%                               | \$ 96,349.54                                      | \$ 25,000,000.00                         | \$ 44,996,900.00            | Major project(s) included in the recommended supplemental agreement for this consultant include: Signal Innovation Program (ATMS Program, Corridor Management Guide, and Automated Data Platform)<br>Construction Engineering and Inspection for Transit Projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

MDC008

MDC007

Attachment A

- 11:

A portion of the remaining contract capacity is restricted to particular projects or uses depending on funding source.
- 2:

This item is not requesting a new funding allocation to the DTPW Work Program. Approval of this item will provide additional contractual capacity to existing contracts to allow the department to maintain commitments in project schedule and production for on-going projects that have been adopted in the PTP 5-Year Plan and/or in the Miami-Dade County Adopted Capital Budget Plan for the upcoming two (2) years. These supplemental agreements are designed not only to facilitate the seamless execution of existing projects but also to function as an extension of staff for vital internal services. The support areas encompassed by these agreements include but are not limited to:
- Program Management Office (PMO) Support
- Right of Way Support
- Multimodal Planning Support
- Capital Projects Delivery Support

The list of programs/projects identified in this item is estimated to use \$61,834,000 of surtax funds; however, the Department is considering additional capacity in the recommended supplemental agreements of up to \$125,400,000 of PTP Surtax funds to ensure the capital program is well positioned to issue of Work Orders for future unidentified projects falling under the SMART Program or other eligible PTP-funded programs included in the PTP Five-Year Implementation Plan at the request of the Board of County Commissioners. Consistent with Board Resolution R-771-19, Charter County Transportation Surtax Funds will be used to fund SMART Program initiatives as contained in the original People's Transportation Plan, codified as Exhibit 1 to Ordinance No. 02-116. Additionally, the use of Charter County Transportation Surtax funds and People's Transportation Plan Bond Program proceeds will only be used for eligible projects which were also included in the original Exhibit 1 to the People's Transportation Plan or added to the Five-Year Implementation Plan.

The Projects included in this item not eligible for PTP surtax funds will be funded via one of the following sources:

- General Fund
- Road Impact Fee funds
- Mobility Fee funds
- Federal and State funds
- Other applicable funding sources

MDC009

MDC008



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** January 17, 2024

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(1)

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)(1)  
1-17-24

RESOLUTION NO.      R-33-24

RESOLUTION APPROVING VARIOUS SUPPLEMENTAL PROFESSIONAL SERVICES AGREEMENTS FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS IN A TOTAL SUPPLEMENTAL AMOUNT FOR ALL SUCH SUPPLEMENTAL AGREEMENTS NOT TO EXCEED \$125,400,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH SUPPLEMENTAL AGREEMENTS; AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS AND PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM PROCEEDS ("SURTAX") IN AN AMOUNT NOT TO EXCEED \$125,400,000.00 ONLY FOR THOSE SURTAX ELIGIBLE PROJECTS WHICH WERE INCLUDED IN THE ORIGINAL EXHIBIT 1 TO THE PEOPLE'S TRANSPORTATION PLAN OR WERE OTHERWISE ADDED TO THE FIVE-YEAR IMPLEMENTATION PLAN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SUPPLEMENTAL AGREEMENTS AND TO EXERCISE THE RIGHTS CONTAINED THEREIN, INCLUDING TERMINATION

**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 foregoing recital and incorporates it into this resolution.

**Section 2.**      Approves the following supplemental professional services agreements in substantially the form attached hereto in a total amount not to exceed \$125,400,000.00 for all such supplemental agreements:

- Supplemental Agreement No. 1 with AECOM Technical Services, Inc. (Contract No. CIP215-DTPW19-DE(1)), for a supplemental amount of \$6,700,000.00 and a new total contract amount not to exceed \$12,200,000.00;
- Supplemental Agreement No. 1 with AECOM Technical Services, Inc. (Contract No. CIP215-DTPW19-DE(6)), for a supplemental amount of \$3,600,000.00 and a new total contract amount not to exceed \$9,100,000.00;
- Supplemental Agreement No. 1 with BCC Engineering, LLC (Contract No. CIP215-DTPW19-DE(2)), for a supplemental amount of \$18,100,000.00 and a new total contract amount not to exceed \$23,600,000.00;
- Supplemental Agreement No. 2 with CHA Consulting, Inc. (Contract No. E19-DTPW-01), for a supplemental amount of \$25,000,000.00 and a new total contract amount not to exceed \$44,996,900.00;
- Supplemental Agreement No. 1 with Gannett Fleming, Inc. (Contract No. CIP215-DTPW19-DE(5)), for a supplemental amount of \$17,200,000.00 and a new total contract amount not to exceed \$22,700,000.00;
- Supplemental Agreement No. 2 with HNTB Corporation (Contract No. CIP215-DTPW19-DE(4)), for a supplemental amount of \$20,200,000.00 and a new total contract amount not to exceed \$69,700,000.00;
- Supplemental Agreement No. 1 with Kimley-Horn and Associates, Inc. (Contract No. CIP215-DTPW19-DE(3)), for a supplemental amount of \$14,200,000.00 and a new total contract amount not to exceed \$19,700,000.00;

- Supplemental Agreement No. 2 with Parsons Transportation Group, Inc. (Contract No. CIP142-1-TPW16-PE1(1), for a supplemental amount of \$5,000,000.00 and a new total contract amount not to exceed \$36,130,000.00;
- Supplemental Agreement No. 4 with WSP USA, Inc. (Contract No. CIP142-TR15-PE1), for a supplemental amount of \$5,000,000.00 and a new total contract amount not to exceed \$57,580,000.00; and
- Supplemental Agreement No. 1 with Zyscovich, LLC (Contract No. CIP215-DTPW19-DE(7)), for a supplemental amount of \$10,400,000.00 and a new total contract amount not to exceed \$15,900,000.00.

**Section 3.** Authorizes the use of Charter County Transportation Surtax funds and People's Transportation Plan Bond Program proceeds ("Surtax") in an amount not to exceed \$125,400,000.00 as detailed in section 2, above, and only for those Surtax eligible projects which were included in the original Exhibit 1 to the People's Transportation Plan or were added to the Five-Year Implementation Plan as explained in the Mayor's Memorandum.

**Section 4.** Authorizes the County Mayor or County Mayor's designee to execute the supplemental agreements, and exercise the rights contained therein, including termination.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

|                                  |            |                      |            |
|----------------------------------|------------|----------------------|------------|
| Oliver G. Gilbert, III, Chairman | <b>aye</b> |                      |            |
| Anthony Rodríguez, Vice Chairman | <b>aye</b> |                      |            |
| Marleine Bastien                 | <b>aye</b> | Juan Carlos Bermudez | <b>aye</b> |
| Kevin Marino Cabrera             | <b>aye</b> | Sen. René García     | <b>aye</b> |
| Roberto J. Gonzalez              | <b>aye</b> | Keon Hardemon        | <b>aye</b> |
| Danielle Cohen Higgins           | <b>aye</b> | Eileen Higgins       | <b>aye</b> |
| Kionne L. McGhee                 | <b>aye</b> | Raquel A. Regalado   | <b>aye</b> |
| Micky Steinberg                  | <b>aye</b> |                      |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 17<sup>th</sup> day of January, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "B. Libhaber".

Bruce Libhaber  
Annery Pulgar Alfonso  
Dale P. Clarke

SUPPLEMENTAL AGREEMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND AECOM TECHNICAL SERVICES, INC.

This First Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and AECOM Technical Services, Inc., hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on February 1, 2022, entered into a Professional Services Agreement  
with CONSULTANT, to provide Professional Services for Transit and Public Works Projects, Contract  
Number CIP215-DTPW19-DE (1); and,

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the  
CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed  
\$12,200,000.00 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

By: \_\_\_\_\_

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

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

as to Form and Legal Sufficiency:

\_\_\_\_\_

ATTEST:

AECOM TECHNICAL SERVICES, INC  
(Corporate Seal)

By: \_\_\_\_\_



By: M. Janet Everett

SUPPLEMENTAL AGREEMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND AECOM TECHNICAL SERVICES, INC.

This First Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and AECOM Technical Services, Inc., hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on March 16, 2021, entered into a Professional Services Agreement  
with CONSULTANT, to provide Professional Services for Transit and Public Works Projects, Contract  
Number CIP215-DTPW19-DE (6); and,

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the  
CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed  
\$9,100,000.00 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

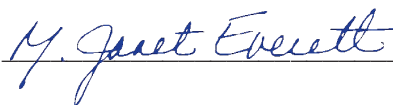
as to Form and Legal Sufficiency:

\_\_\_\_\_

ATTEST:

AECOM TECHNICAL SERVICES, INC  
(Corporate Seal)

By:  \_\_\_\_\_

By:  \_\_\_\_\_

SUPPLEMENTAL AGREEMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND BCC ENGINEERING, LLC.

This First Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and BCC Engineering, LLC, hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on February 1, 2022, entered into a Professional Services Agreement  
with CONSULTANT, to provide Professional Services for Transit and Public Works Projects, Contract  
Number CIP215-DTPW19-DE(2) and,

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the  
CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed  
\$23,600,000.00 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

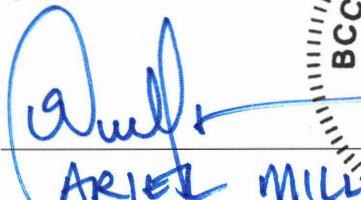
as to Form and Legal Sufficiency:

ATTEST:

By: \_\_\_\_\_

BCC ENGINEERING, LLC  
(Corporate Seal)

By: \_\_\_\_\_

  
ARIEL MILLAN  
EXECUTIVE VICE PRESIDENT



SUPPLEMENTAL AGREEMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND CHA CONSULTING, INC.

This First Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and CHA Consulting, Inc. hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on September 29, 2020, entered into a Professional Services Agreement  
with CONSULTANT, to provide Professional Services for General Engineering Consulting Services for  
Traffic Signals Operations, Contract Number E19-DTPW-01 and,

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the  
CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed  
\$44,996,900.00 (inclusive of a 10% contingency allowance).

**EXHIBIT D- CATEGORY BILLING RATES**

Exhibit D attached will supplement the existing category billing rates.

In all other respects, except as amended by Amendment 1; the original Agreement shall remain unchanged and in full force and effect.

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney  
as to Form and Legal Sufficiency:

ATTEST:

CHA CONSULTING, INC.  
(Corporate Seal)

By:   
Jonathan H. Bard  
Vice President

By:   
Michael A. Platt  
Secretary and General Counsel



EXHIBIT D - CATEGORY BILLING RATES

Miami-Dade County General Engineering Consulting Services  
for Traffic Signals Operations for the Department  
of Transportation and Public Works Amendment 1

Category Billing Rates

|                               | <u>Negotiated Hourly<br/>Billing Rate</u> |
|-------------------------------|-------------------------------------------|
| CEI Consultant Engineer       | \$64.34                                   |
| CEI Senior ITS Inspector      | \$42.15                                   |
| Computer Programmer           | \$44.36                                   |
| Engineer 1                    | \$50.36                                   |
| GIS Specialist                | \$49.03                                   |
| Senior Computer Programmer    | \$60.16                                   |
| Transportation Data Analyst   | \$43.17                                   |
| Transportation Data Scientist | \$61.43                                   |

SUPPLEMENTAL AGREEMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND GANNETT FLEMING, INC.

This First Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and Gannett Fleming, Inc, hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on February 1, 2022, entered into a Professional Services Agreement  
with CONSULTANT, to provide Professional Services for Transit and Public Works Projects, Contract  
Number CIP215-DTPW19-DE(5) and,

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the  
CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed  
\$22,700,000.00 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

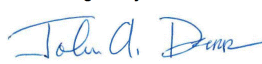
MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

as to Form and Legal Sufficiency:

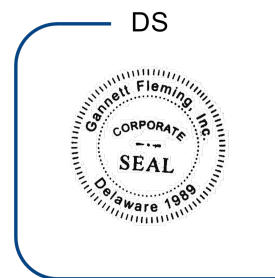
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6F96D70221A8460...

ATTEST:

GANNET FLEMING, INC.  
(Corporate Seal)

DocuSigned by:  
  
4274500EF4AB498...  
By: \_\_\_\_\_  
Lea A. Schmolze  
Assistant Secretary

By: John A. Derr  
Executive Vice President



SUPPLEMENTAL AGREEMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND KIMLEY-HORN AND ASSOCIATES, INC.

This First Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and Kimley-Horn and Associates, Inc., hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on February 1, 2022, entered into a Professional Services Agreement  
with CONSULTANT, to provide Professional Services for Transit and Public Works Projects, Contract  
Number CIP215-DTPW19-DE (3); and,

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the  
CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed  
\$19,700,000 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

By: \_\_\_\_\_

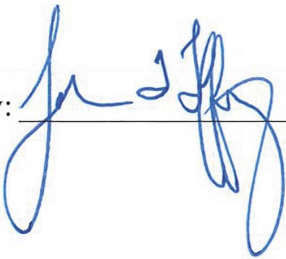
MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney  
as to Form and Legal Sufficiency:

ATTEST:

By: \_\_\_\_\_



KIMLEY-HORN AND ASSOCIATES  
INC  
(Corporate Seal)



By: \_\_\_\_\_



SUPPLEMENTAL AGREEMENT NO. 3 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND PARSONS TRANSPORTATION GROUP  
INC.

This Third Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and Parsons Transportation Group Inc., hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on March 7, 2017, entered into a Professional Services Agreement with  
CONSULTANT, to provide Engineering Services for Department of Transportation and Public Works’  
Capital Improvement Plan, Contract Number CIP142-1-TPW16-PE1 (1); and,

WHEREAS, on February 5, 2019, the COUNTY entered into Supplemental Agreement No. 1 with  
the CONSULTANT, which increased the contract capacity to \$20,130,000 (inclusive of the 10%  
contingency allowance) to provide additional professional services as required; and,

WHEREAS, on October 2, 2021, the COUNTY entered into Supplemental Agreement No. 2 with  
the CONSULTANT, which increased the contract capacity to \$ \$31,130,000.00 (inclusive of the  
contingency allowance) and increased the contract time by 5 years by exercising the option to renew to  
provide additional professional services, as required;

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

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

## SECTION IV – COMPENSATION

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

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed \$36,130,000 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2023.

ATTEST:

JUAN FERNANDEZ BARQUIN

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

as to Form and Legal Sufficiency:

\_\_\_\_\_

ATTEST:

PARSONS TRANSPORTATION GROUP  
INC.  
(Corporate Seal)

By:   
Diana Diaz-

By:   
Rhet Schmidt - Vice President



SUPPLEMENTAL AGREEMENT NO. 4 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND WSP USA INC

This Fourth Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the “COUNTY”, and WSP USA Inc., formerly known as Parsons Brinckerhoff, Inc., hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on March 7, 2017, entered into a Professional Services Agreement with CONSULTANT, to provide Engineering Services for the Department of Transportation and Public Works’ Capital Improvement Plan, Contract Number CIP142-TR15-PE1; and

WHEREAS, on February 5, 2019, the COUNTY entered into Supplemental Agreement No. 1 with CONSULTANT, which increased the contract capacity to \$21,780,000 (inclusive of a 10% contingency allowance) to provide additional professional services as required. On June 6, 2021, the COUNTY entered into Supplemental Agreement No. 2 with CONSULTANT, which increased the contract capacity to \$32,780,000 (inclusive of a 10% contingency allowance) and extended the option to renew for 5 additional years to provide additional professional services as required. On January 1, 2023, the COUNTY entered into Supplemental Agreement No. 3 with CONSULTANT, which increased the contract capacity to \$52,580,000 (inclusive of a 10% contingency allowance) to provide additional professional services as required.

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed \$57,580,000 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

By: \_\_\_\_\_

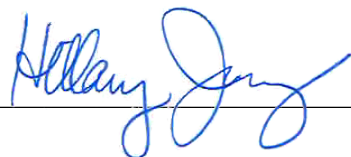
MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney  
as to Form and Legal Sufficiency:

\_\_\_\_\_

ATTEST:

By: 

WSP USA INC.  
(Corporate Seal)



By:  Digitally signed by  
Bob.Clifford@wsp.com  
DN: cn=Bob.Clifford@wsp.com  
Date: 2023.12.21 10:09:23 -  
05'00'

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

This First Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_  
2024 by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the  
“COUNTY”, and Zyscovich, LLC, hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the COUNTY on March 16, 201, entered into a Professional Services Agreement with  
CONSULTANT, to provide Professional Services for Transit and Public Works Projects, Contract Number  
CIP215-DTPW19-DE (7); and,

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the  
CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed  
\$15,900,000 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2024.

ATTEST:

JUAN FERNANDEZ BARQUIN

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

as to Form and Legal Sufficiency:

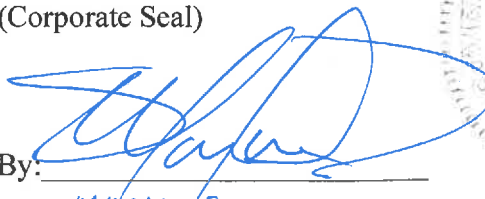
\_\_\_\_\_

ATTEST:

Christopher Boyette, PM

By: 

ZYSCOVICH, LLC  
(Corporate Seal)

By:   
MARINA SUAREZ  
VICE PRESIDENT.



SUPPLEMENTAL AGREEMENT NO. 2 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, FLORIDA  
AND HNTB CORPORATION

This Second Supplemental Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2024 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 on February 1, 2022, entered into a Professional Services Agreement with CONSULTANT, to provide Professional Services for Transit and Public Works Projects, Contract Number CIP215-DTPW19-DE (4); and,

WHEREAS, on January 17, 2023, the COUNTY entered into Supplemental Agreement No. 1 with the CONSULTANT, which increased the contract capacity to \$49,500,000 (inclusive of the 10% contingency allowance) to provide additional professional services as required.

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

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

**SECTION IV – COMPENSATION**

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

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this agreement shall not exceed \$69,700,000 (inclusive of a 10% contingency allowance).

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 \_\_\_\_\_, 2023.

ATTEST:

JUAN FERNANDEZ BARQUIN

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney  
as to Form and Legal Sufficiency:

\_\_\_\_\_

ATTEST:

HNTB CORPORATION  
(Corporate Seal)

By: Craig W. Denson

By: Mario Nuevo  
Mario Nuevo  
Vice President





## Memorandum



**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Javier A. Betancourt, Executive Director 

**Date:** January 4, 2024

**Re:** **CITT AGENDA ITEM 7A:**  
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST  
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS AUTHORIZE THE  
COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUPPLEMENTAL  
AGREEMENTS NO. 1 WITH AECOM TECHNICAL SERVICES, INC. (CONTRACTS NO.  
CIP215-DTPW19-DE(1) AND CIP215-DTPW19-DE(6)), SUPPLEMENTAL AGREEMENT  
NO. 1 WITH BCC ENGINEERING, LLC (CONTRACT NO. CIP215-DTPW19-DE(2)),  
SUPPLEMENTAL AGREEMENT NO. 2 WITH CHA CONSULTING, INC. (CONTRACT NO.  
E19-DTPW-01), SUPPLEMENTAL AGREEMENT NO. 1 WITH GANNETT FLEMING, INC.  
(CONTRACT NO. CIP215-DTPW19-DE(5)), SUPPLEMENTAL AGREEMENT NO. 2 WITH  
HNTB CORPORATION (CONTRACT NO. CIP215-DTPW19-DE(4)), SUPPLEMENTAL  
AGREEMENT NO. 1 WITH KIMLEY-HORN AND ASSOCIATES, INC. (CONTRACT NO.  
CIP215-DTPW19-DE(3)), SUPPLEMENTAL AGREEMENT NO. 2 WITH PARSONS  
TRANSPORTATION GROUP, INC. (CONTRACT NO. CIP142-1-TPW16-PE1(1),  
SUPPLEMENTAL AGREEMENT NO. 4 WITH WSP USA, INC. (CONTRACT NO.  
CIP142-TR15-PE1), AND SUPPLEMENTAL AGREEMENT NO. 1 WITH ZYSCOVICH, LLC  
(CONTRACT NO. CIP215-DTPW19-DE(7)) AND MIAMI-DADE COUNTY FOR PROJECT  
TITLED PROFESSIONAL SERVICES FOR TRANSIT AND PUBLIC WORKS PROJECTS,  
INCREASING THE TOTAL CONTRACT AMOUNT BY \$125,400,000.00; AUTHORIZE THE  
USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS AND PEOPLE'S  
TRANSPORTATION PLAN BOND PROGRAM PROCEEDS FOR ELIGIBLE PROJECTS  
WHICH WERE INCLUDED IN THE ORIGINAL EXHIBIT 1 TO THE PEOPLE'S  
TRANSPORTATION PLAN OR WERE OTHERWISE ADDED TO THE FIVE-YEAR  
IMPLEMENTATION PLAN; 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. )**

On January 4, 2024, the CITT voted (7-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 24-001. The vote was as follows:

Robert Wolfarth, Chairperson – Aye  
Mary Street, Esq., 1<sup>st</sup> Vice-Chairperson – Aye  
Hon. Peggy Bell – Aye

Omar K. Bradford, Esq. – Aye  
Joseph Curbelo – Absent  
Kenneth Kilpatrick – Aye  
Robert Ruano – Absent

Meg Daly – Absent  
Qjuezari Harvey – Aye  
Paul J. Schwiep, Esq. – Aye

c: Jimmy Morales, Chief Operations Officer  
Bruce Libhaber, Assistant County Attorney **MDC037**