



MEMORANDUM

GOE
AGENDA ITEM NO. 3 (JJ)

107.07-17A MIAMI-DADE/GSA-MAT. MGT.

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: May 13, 2003

SUBJECT: Eighth Amendment to
Professional Services
Agreement between Miami-
Dade County and Brown and
Caldwell

FROM: Steve Shiver,
County Manager

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute the Eighth Amendment to the Professional Services Agreement between Miami-Dade County and Brown and Caldwell for continuing engineering consulting services in connection with the Solid Waste System Bonds (Agreement.) The Eighth Amendment includes \$2.6 million previously authorized under the Seventh Amendment for the period April 2003 through April 2005 and authorization of \$4 million to cover the period from April 2005 to April 2008. The proposed annual funds allocation from April 2005 to 2008 is at the same annual level as the current authorization under the Seventh Amendment approved by the Board on March 26, 2002. The extended allocation period will cover 4 planned landfill closure and cell construction projects scheduled during the period 2003 through 2008. Brown and Caldwell has provided the necessary engineering services for these same landfill sites since 1987. The Eighth Amendment will extend the termination date of the Agreement from 2009 to 2020, during which period an additional 5 landfill cell closure and cell construction projects at the same landfill sites are planned. The termination date coincides with the retirement of the County's Solid Waste System Revenue Bonds Series 2001.

BACKGROUND

The Agreement between Miami-Dade County and Brown and Caldwell was entered into on April 28, 1987 in connection with the Indenture of Trust for the 1985 Series A Solid Waste System Special Obligation Revenue Bonds and Solid Waste System Special Obligation Revenue Refunding Bonds (replaced by \$150,000,000 Series 1996 Solid Waste System Revenue Refunding Bonds). Bond agreements require that Brown and Caldwell, as the Bond Engineer, provide monitoring, reporting, and other engineering consulting services to the County solid waste system. The current Solid Waste System Revenue Bonds-Series 2001 reach final maturity in October 2020.

The following 4 landfill cell closure and cell construction projects are scheduled during the period 2003 through 2008: Ash landfill cell 19 construction; Ash Landfill Cells 17 and 18 closure; South Dade Landfill Cell 3 closure; and Ash Landfill Cell 20 construction. Brown and Caldwell has provided engineering services for these same landfill sites under the Agreement since 1987. In order to provide continuity of engineering consulting services for these projects and other elements of the solid waste system, the Eighth Amendment provides adequate compensation for engineering

**Honorable Chairperson and Members
Board of County Commissioners
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consulting services from April 2003 to April 2008. The total authorization under the Eighth Amendment is \$6.7 million, of which \$2.7 million was previously authorized for the period April 2002 to April 2005. To cover the period April 2005 to April 2008, the Eighth Amendment includes authorization of \$4.0 million (see Exhibit 1 attached). The Eighth Amendment, therefore, replaces and supercedes the Seventh Amendment.

The following 5 landfill cell closure and cell construction projects are scheduled during the period 2009 through 2020: Ash Landfill Cell 19 closure; North Dade Landfill East Cell closure; South Dade Landfill Cell 4 closure; South Dade Landfill Cell 5 construction; and South Dade Landfill Cell 5 closure. Brown and Caldwell has provided engineering services for these same landfill sites under the Agreement since 1987. In order to provide the Department with the option of retaining continuity for engineering consulting services for these projects and other elements of the solid waste system, the Eighth Amendment revises the termination date of the Agreement from April 28, 2009 to April 28, 2020 (also the year in which the current Solid Waste System Revenue Bonds-Series 2001 reach final maturity). Nevertheless, for continued funding beyond April 2008, the Agreement requires that an amendment be negotiated and submitted to the Board for approval in April 2008. Amendments beyond 2008 will be required every 4 years (2012 and 2016).

Consistent with Miami-Dade County objectives regarding procurement of consulting services, in its Eighth Amendment work, Brown and Caldwell will have a goal of 25% or \$1.7 million participation by local minority sub-consultants in its Eighth Amendment work.

EXHIBIT 1

Seventh and Eighth Amendments to
Brown and Caldwell Professional Services Agreement
Authorization Amounts and Annual Estimates (Thousands)

	1 (5/02- 4/03)	2 (5/03- 4/04)	3 (5/04- 4/05)	4 (5/05- 4/06)	5 (5/06- 4/07)	6 (5/07- 4/08)	Total Authorized
Seventh Amendment	\$1,350	\$1,350	\$1,300				\$4,000
Eighth Amendment		\$1,350	\$1,300	\$1,333	\$1,333	\$1,333	\$6,650
Eighth Amendment Additional		None	None	\$1,333	\$1,333	\$1,333	\$4,000



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 3, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto
Override

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN EIGHTH
AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH BROWN AND CALDWELL FOR
CONTINUING CONSULTING ENGINEERING SERVICES IN
CONNECTION WITH THE SOLID WASTE SYSTEM BONDS

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

WHEREAS, approval by the Board of this Eight Amendment to the Professional Services Agreement between Miami-Dade County and Brown and Caldwell will provide continuity in the provision of landfill engineering and other necessary services and enhance the cost-effectiveness of the County's Solid Waste Management System,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to authorize the County Manager to execute the Eighth Amendment to the Professional Services Agreement between Miami-Dade County and Brown and Caldwell for continuing engineering consulting services in connection with solid waste system bonds, in substantially the form attached hereto and made part hereof; and authorizes the County Manager to execute the same for and on behalf of Miami-Dade County, following proper execution by Brown and Caldwell and review by the County Attorney's office.

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:

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Katy Sorenson

Dr. Barbara Carey-Shuler
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of
June, 2003. This resolution shall become effective ten (10) days after the date of its adoption
unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this
Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as M
to form and legal sufficiency.

By: _____
Deputy Clerk

Eighth Amendment to Professional Services Agreement

This Amendment made and entered into this ____ day of _____, 2003 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Brown and Caldwell, a California Corporation, hereinafter referred to as the "ENGINEER."

WITNESSETH:

WHEREAS, the parties hereto have entered into a Professional Services Agreement dated April 28, 1987 (Agreement) as authorized by Resolution No. R-473-87, to provide engineering consulting services in connection with the solid waste system bonds and miscellaneous engineering services, for a term of twenty-two years or until retirement of the Bonds, whichever occurs first; and

WHEREAS, the Agreement has been amended seven (7) times previously (Resolution Nos. R-670-90, R-902-91, R-742-93, R-968-94, R-1695-95 R-1263-98 and R-312-02; and

WHEREAS the COUNTY and the ENGINEER desire an Eighth Amendment to the Agreement to provide for continuous engineering consulting services by the ENGINEER beyond the period of the Seventh Amendment,

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

- I. Section IV, Compensation, delete the final paragraph and replace with:

"The maximum fees and compensation for services rendered by the ENGINEER through the Eighth Amendment period shall not exceed \$6,650,000.00."

- II. Section XVI, Duration of Agreement, delete the existing paragraph and replace with:

"This Agreement shall remain in full force and effect until April 28, 2020 unless terminated by mutual consent of the parties hereto or as provided in Section XV and Section XVII hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with Section IV hereof, as presently written or hereafter amended. The Eighth Amendment period shall begin on the effective date of the Eighth Amendment and shall end on April 28, 2008. The Seventh Amendment is replaced and superceded by the Eighth Amendment on the effective date of the Eighth Amendment. Amendments to this Agreement shall be negotiated and submitted for Board of County Commissioners' approval every four (4) years as follows: April 28, 2008, April 28, 2012 and April 28, 2016.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
Steve Shiver
County Manager

BROWN AND CALDWELL
A California Corporation

ATTEST:

By: _____
Secretary

By: _____
Stuart Oppenheim
Vice President