

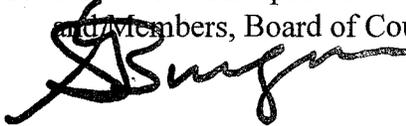


# MEMORANDUM

Agenda Item No. 7(Q)(1)(B)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

DATE: October 7, 2003

  
FROM: George M. Burgess  
County Manager

SUBJECT: Amendment Number One  
to Professional Services  
Agreement with BEA  
International, Inc.

The attached Amendment Number One to the agreement between Miami-Dade County and BEA International, Inc. has been prepared by the Seaport Department and is recommended for approval.

**PROJECT:** Cruise Terminal Improvement Services

**PROJECT NO:** E01-SEA-01

**PROJECT LOCATION:** Port of Miami

**PROJECT DESCRIPTION:** Professional services consist of design and rehabilitation of cruise terminals and support infrastructure, and ancillary services.

**FIRM NAME:** BEA International, Inc.

**COMPANY PRINCIPALS:** Bruno E. Ramos  
Paul Martinez

**LOCATION OF FIRM:** Miami, Florida

**YEARS IN BUSINESS:** Founded in 1992

**CONTRACT MEASURES:** 10% CBE

**PREVIOUS AGREEMENTS WITH COUNTY DURING LAST FIVE YEARS:** Four (4) agreements with approximately \$5,940,000 in awarded fees.

**SUBCONSULTANT(S):** PBS&J  
Nova Consulting, Inc.  
Tasnim Uddin and Associates International

**ORIGINAL AGREEMENT**

**AMOUNT:**

\$2,000,000 maximum compensation; plus a provision for additional services not to exceed 10% of the original agreement amount, as provided for in Section VI of the agreement.

**PREVIOUS AMENDMENTS:**

None

**CHANGE ORDER  
RECOMMENDATION:**

Increase original agreement amount by \$400,000

**CLASSIFICATION OF CHANGE  
ORDER:**

(Check all that apply)

- Regulatory Change
- Other Agency Request Change
- Design Errors Change
- Design Omission Change
- County Requested Change
- Unforeseen/Unforeseeable Change
- Other \_\_\_\_\_

**JUSTIFICATION FOR  
AMENDMENT:**

After the events of September 11, the federal government created the Department of Homeland Security, which consolidated the INS, Customs and USDA agencies into the Bureau of Customs and Border Protection ("Bureau"). Recently, the Bureau has implemented a one-stop processing procedure to process and inspect passengers by one agent trained in all three services. Prior to this, inspection services at the cruise terminals were typically divided into two main areas or floors. For instance, one floor housed the INS booths and offices while another floor contained the US Customs and USDA programs.

As such, when BEA International, Inc. ("the Architect") was tasked with designing cruise terminals D and E, it proceeded to do so under the then-existing design criteria requested by

the Federal government to house its regulatory operations. The Architect did so, under the allocated time and budget. However, during recent meetings with representatives of the Bureau to review design status, Seaport staff and the Architect were informed of the design changes needed to implement the one-stop processing procedure for the necessary Federal inspections. In order to implement this new Federal initiative, the Seaport must modify the existing plans, already approved by the appropriate permitting departments, for cruise terminals D and E.

Toward this end, the Seaport is requesting an amendment to the agreement with the Architect in order to provide sufficient capacity to effectuate the necessary modifications. These additional unexpected services shall not exceed \$400,000.

It is worth mentioning that tasking the Architect with the design revisions rather than competitively selecting another firm, will save the County between \$200,000 to \$600,000 in A & E fees as well as several months in time delays. The contractor for the construction of the terminals has already been competitively selected and execution of that contract is expected within two weeks of the writing of this document. Additionally, staff anticipates that the required design modifications will reduce the construction costs for the terminals' regulatory operational area by approximately \$2 million, due to the consolidation of the build out for the inspection facilities.

To date, the Architect has issued work orders to its CBE sub-consultants which exceed the 10% goal.

**ADJUSTED CONTRACT AMOUNT:** \$2,400,000

**PERCENTAGE OF INCREASE OR  
DECREASE OF PREVIOUS  
AMENDMENTS:**

N/A

**PERCENTAGE OF INCREASE OR  
DECREASE OF THIS AMENDMENT:** 20% increase

**USING AGENCY:** Seaport Department

**FUNDING SOURCE:** Funds for services under the terms of this agreement are made available through Seaport Department revenues on a project-by-project basis as each request is made. Additionally, some of the funds paid for these services may be reimbursed from available grant funds.

**APPROVED AS TO LEGAL  
SUFFICIENCY:** Yes

**DBD REVIEW:** Yes



Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** October 7, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No.7(Q)(1)(B)

**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

Agenda Item No. 7(Q)(1)(B)  
10-7-03

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BEA INTERNATIONAL, INC., PROVIDING FOR ADDITIONAL PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES; AND TO EXERCISE ALL RIGHTS CONFERRED 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 authorizes the County Manager to execute the attached Amendment No. One to the Professional Services Agreement between Miami-Dade County and BEA International, Inc., for professional architectural and engineering services for the Seaport Department, in substantially the form attached hereto, after review and approval for legal sufficiency by the Office of the County Attorney; and to exercise all rights conferred 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:

Dr. Barbara Carey-Shuler, Chairperson  
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of October, 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

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

JMM

Jess M. McCarty

**Amendment No. 1 to the Professional Services Agreement  
Between Miami-Dade County and B.E.A. International, Inc.**

THIS AMENDMENT No. 1 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," which owns and operates the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "Port," and B.E.A. International Corporation, a Florida corporation, hereinafter referred to as "BEA."

WHEREAS, on February 15, 2002 the County entered into a professional services agreement, hereinafter referred to as the "PSA," with BEA for design and rehabilitation of cruise terminals and support infrastructure; and

WHEREAS, the PSA between the County and BEA had a maximum compensation not to exceed two million dollars (\$2,000,000) with an additional ten percent (10%) contingency allowance of two hundred thousand dollars (\$200,000); and

WHEREAS, the U.S. Department of Homeland Security has now revised its space needs in Terminals D and E as a result of the consolidation of various departments, including Customs and Immigration and Naturalization Services; and

WHEREAS, the County and BEA now desire to enter into an amendment to the PSA so that BEA may revise the designs for Terminals D and E to conform to new inspection processes of the U.S. Department of Homeland Security;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Maximum Compensation, as contained in section V(D) of the PSA, is increased from an amount not to exceed two million dollars (\$2,000,000) to an amount not to exceed two million four hundred thousand dollars (\$2,400,000).
2. The contingency allowance, as contained in section VI is increased from an amount not to exceed two hundred thousand dollars (\$200,000) to an amount no to exceed two hundred forty thousand dollars (\$240,000).
3. The whereas clauses set forth above are incorporated into the body of this Amendment as fully set forth herein.
4. This Amendment shall be governed by Florida Law.
5. All other provisions of the PSA not modified by the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective corporate names by the appropriate officers, and have their respective corporate seals to be affixed hereto, all as of the day and year first written above.

B.E.A. INTERNATIONAL, INC.

MIAMI-DADE COUNTY, FLORIDA

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

\_\_\_\_\_

County Manager

ATTEST:

ATTEST:

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

\_\_\_\_\_

Clerk of the Board

\_\_\_\_\_. Approved as to form and legal sufficiency