Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro, and Members, Board of County Commissioners

From: George M. Burgess, County Manager

Agenda Item No. 8(A)(1)(E)

Subject: Fourth Amendment to the Professional Services Agreement with Burns and McDonnell Engineering Company, Inc., MIA South Terminal Program Supplemental A/E Services - Concourse J and H-J Utility Pavement projects, MDAD Project No.: H010A, increasing the Agreement by $1,804,500.

RECOMMENDATION

It is recommended that the Board approve the attached Fourth Amendment to the Professional Services Agreement between Miami-Dade County and Burns and McDonnell Engineering Company, Inc. It is further recommended that the Board authorize the Mayor, or his designee to execute said Amendment for and on behalf of the County and exercise any cancellation provisions therein.

SCOPE

The services being performed are located within Commission District 6, however the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The funding source for this Agreement is Airport Revenue Bonds and is included in the current CIP budget.

TRACK RECORD/MONITOR

Capital Improvements Information System (CIIS) does not list this firm. However, Burns and McDonnell Engineering Company, Inc. has been satisfactorily providing this service for Miami-Dade Aviation Department since the inception of the agreement. The Miami-Dade Aviation Department ("MDAD") staff member responsible for monitoring this agreement is Max Fajardo, E.I.

BACKGROUND

The South Terminal Supplemental A/E's were selected initially because the original A/E PSA' could not be amended due to a Federal Court Ruling. The Supplemental Architect/Engineers (A/Es) are necessary to provide continuing services until completion of the South Terminal Program Phase 1.

The Work Order assignment format for the South Terminal Supplemental contract is primarily based on as needed services, which in many instances requires the services of the Engineer of Record (EOR). By state statute only the original EOR can perform certain services. Therefore, the Consultant is required to use the original EOR's as subconsultants.

South Terminal itself has opened with the exception of a few excluded areas. However, punch listing and commissioning continues in the terminal. In addition, the Airport has made commitments to the Authority(s) Having Jurisdiction (AHJ) to make life safety changes after the original construction contract, but which are designed by the original Engineer of Record. Also, the support of the original EOR's will be required to deal with the claims which the South Terminal Construction Manager @ Risk (Contractor) has advised are forth coming. It is the goal of the Department, other than possible claims support, to close-out Phase 1 construction by July 2008

The South Terminal Program is in the final stages for completion of Phase I. The on-going services as provided under this PSA include critical A/E of Record activities for Concourse J and H-J Utility Pavement projects, as required by statute. This continued requirement for A/E services is a result of the extended schedule in completion of Phase 1 of the South Terminal Program. The services required include items such as; 1) remaining bulletins as may be required, 2) provide A/E support in negotiations of contractor change proposals, 3) permitting support, 4) commissioning support services during the extended Program schedule duration, 5) generation of final punch lists by the A/E of Record, 6) contract interpretation, 7) evaluation of Authority Having Jurisdiction (AHJ) requests and Code requirements, 8) A/E support for new work items that are required which may be completed by entities other than the Base Contractor, 9) development and submittal of final as-built drawings, and any other miscellaneous activities that develop during the close-out of Phase 1. The continued services provided under this PSA are required to ensure achievement of the permanent Certificate of Occupancy (C.O.), have a safe and fully operational airport Terminal and Concourse and to complete all work in place. Remaining efforts have been categorized into three succinct lists:

- The "A" List – This list is the AHJ List as developed by the Authority Having Jurisdiction. Those Authorities include the Building Department, Fire Department and GSA. All items on this list need to be accomplished or negotiated prior to receiving a permanent C.O. A list has been developed and includes approximately 270 items. The Department is in the process of setting a value for these items.
- The "B" List – This list is all other requested work including Proposed Work Orders (PWO's), Field Change Requests (FCR's), etc. that were never started or executed. The Department will look at other sources other than the Base Contractor to complete the items on this list. A list of 23 items has been identified and the Department is in the process of setting a value for these items.
- The "C" List – This list consists of some 2,330 punch list items for which the Base Contractor will either complete or an equitable value be established as a credit to the Department.

The original PSA with Burns and McDonnell Engineering Company, Inc. was approved by the BCC on November 6, 2003, reference Resolution No. R-1261-03, with an Agreement amount of $5,062,500.00 (inclusive of audit accounts). As a result of added scope of services (security devices, Common-Use Terminal Equipment, LCD Technology, Premise Distribution System (PDS), provisions for Dual Taxiway project, etc.), TSA requirements, AHJ requirements, Third Party requirements, overall delay of the project schedule, etc. the scope for this PSA continued to evolve.

1. The First Amendment was approved by the BCC on May 3, 2005, reference Resolution No. R-470-05, which authorized increased funding in the amount of $2,531,250.00. (inclusive of audit accounts) for Basic, Work Related and Work Site Services not included in the original Agreement, as amended.
2. The Second Amendment was approved by the BCC on July 6, 2006, reference Resolution No. R-810-06, which authorized increased funding in the amount of $1,428,750.00 (inclusive of audit account adjustments) for Basic, Work Related and Work Site Services not included in the original Agreement, as amended.

3. The Third Amendment was approved by the BCC on March 6, 2007, reference Resolution No. R-217-07, which authorized increased funding in the amount of $3,508,750.00 (inclusive of IG audit account) for Basic, Work Related and Work Site Services not originally included in the original Agreement, as amended, and modified the contract measures.

As required by state statute, only the original Engineer of Record (EOR) can perform certain services related to the project, and as a result this firm is required to subcontract with the EOR for much of the work. These requirements have made it difficult for Burns and McDonnell to subcontract work to new CBE firms. Burns and McDonnell Engineering Company, Inc. has committed to utilize CBE firms as much as possible should any additional new design scope develop. Based on work to go to close-out the South Terminal Program, and the extensive required use of EOR's during this process, most of the remaining work will be performed by the EOR's. This issue has been reviewed with the Department of Small Business Development (SBD) and it is recommended that the BCC approve the firm's request for reduction in the contract measure to 10% for the overall contract to include this Fourth Amendment.

The additional work required by this amendment is not as a result of any A/E re-work effort, but is due to the extended duration in the construction schedule. Service Orders will be issued on an incremental task basis based on actual need. The not to exceed amount is based on an anticipated level of effort and as tasks are completed A/E staff would be appropriately reduced. Any unused remaining funding belongs to the Owner and will be returned to the Aviation Department CIP.

MODIFICATION NO.	Fourth Amendment
PROJECT:	South Terminal Program Supplemental Architectural/Engineering Services – Concourse J and H-J Utility Pavement
PROJECT NO.	H010A
COMPANY NAME:	Burns and McDonnell Engineering Company, Inc.
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	White Male – 100 %
COMPANY PRINCIPAL(S):	David G. Yeamans
LOCATION OF COMPANY:	Miami-Dade County, Florida
YEARS IN BUSINESS:	105 years
PREVIOUS AGREEMENTS WITH THE COUNTY:	$5,417,500
CURRENT AGREEMENT AMOUNT:	$12,531,250.00

TERM OF AGREEMENT:	The original agreement approved by the Board provided a term of five (5) years with three (3) one-year renewal options at the discretion of the Department.
RECOMMENDED MODIFICATION:	Approve additional funding of $1,804,500.00 (Inclusive of audit accounts).
AMENDED AGREEMENT AMOUNT:	$14,335,750.00 (Includes Inspector General Audit Account).
CBE-A/E PARTICIPATION:	10% = $1,433,575.00 (Reduced from 19% by this amendment – Reviewed by SBD).
COMPLIANCE DATA:	Small Business Development has reviewed their records and finds that there have been no violations listed against this firm on this project or any other County projects.
USING AGENCY:	Miami-Dade Aviation Department
SBD REVIEW:	Yes

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(E)

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. 8(A)(1)(E)
04-08-08

RESOLUTION NO. _____

RESOLUTION APPROVING FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR MIA SOUTH TERMINAL PROGRAM SUPPLEMENTAL ARCHITECTURAL/ENGINEERING SERVICES, PROJECT NO. H010A AT MIAMI INTERNATIONAL AIRPORT, WHICH INCREASES THE CONTRACT BY UP TO $1,804,500; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME

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 the Board hereby approves the Fourth Amendment to the Professional Services Agreement between Burns and McDonnell Engineering Company, Inc. and Miami-Dade County for MIA South Terminal Program Supplemental Architectural/Engineering Services, Project No. H010A at Miami International Airport, which amendment increases the contract amount by a maximum of $1,804,500, said Amendment being in substantially the form attached hereto, and made a part hereof; authorizes the County Mayor or his designee to execute same on behalf of the County.

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, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

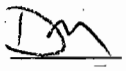
The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.



David M. Murray

FOURTH AMENDMENT TO THE NONEXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR SUPPLEMENTAL ARCHITECTURAL/ ENGINEERING SERVICES - CONCOURSES/AIRCRAFT APRON FOR THE MIA SOUTH TERMINAL PROGRAM FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS FOURTH AMENDMENT, entered into this _____ day of _____, 2008 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Burns & McDonnell Engineering Company, Inc., herein referred to as the "Consultant".

WITNESSETH:

WHEREAS, by Resolution No. R-1261-03, passed and adopted November 6, 2003, the Board of County Commissioners authorized an agreement between the parties hereto for Supplemental Architectural/Engineering Services Concourses/Aircraft Apron for the MIA South Terminal Program at Miami International Airport, hereinafter referred to as the "Agreement", and

WHEREAS, by Resolution No. R-470-05, passed and adopted May 3, 2005, the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, by Resolution No. R-810-06, passed and adopted July 6, 2006, the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, by Resolution No. R-217-07, passed and adopted March 6, 2007, the Board of County Commissions authorized the increase of funds for Basic, Work Related and Work Site Services not originally included in the Agreement, and

WHEREAS, the County desires to further increase the funds available for Basic, Work Related, and Work Site Services and the Consultant is willing to provide such services under the terms and conditions of the Agreement not originally included in the Agreement to provide additional Architect Engineering services and to increase the length of time required for construction inspection, generation of punch lists, contract interpretation, evaluation of Authority Having Jurisdiction (AHJ) requests and Code requirements, A/E support for new work items that are required which may be completed by entities other than the Contractor, development and submittal of final as-built

drawings by the A/E of Record, any other miscellaneous activities that develop during the close-out of Phase I, and

WHEREAS, this Supplemental A/E Professional Services Agreement was awarded because the original A/E PSA's could not be amended due to a Federal Court Ruling; and by state statute only the original Engineer of Record (EOR) can perform certain services; the Consultant is required to use the EOR's as subconsultant's; thus affecting it's ability to meet the contract measures, and

WHEREAS, the County established Section 2-10.4.01 of the Code by Ordinance No. 01-103, as amended by Ordinance No. 04-120, creating a Community Business Enterprise Program ("CBE-A/E"); therefore, the Consultant has requested a reduction in the Contract Measure in accordance with Section 2-10.4.01.

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

1. Article 7.7, the fourth line, Contract Measure: 19% is hereby deleted in its entirety and is replaced with the following:

   Contract Measure: 10%

2. Article 8, the first sentence is hereby deleted in its entirety and replaced with the following:

   Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Services performed shall not exceed **$14,300,000.00 (Fourteen Million Three Hundred Thousand Dollars and No Cents)** and shall be disbursed as reflected herein.

3. Article 8.6 is hereby deleted in its entirety and replaced with the following:

   8.6 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Ordinance No. 97-215. The amount for the Inspector General Audit Account is hereby set at **$35,750.00 (Thirty-five Thousand Seven Hundred Fifty Dollars and No Cents).** The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

4. Article 8.8 is hereby deleted in its entirety and replaced with the following:

   8.8 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: Except as otherwise provided for herein, the Total Authorized Amount for this Agreement, including Reimbursables and Audit Account, is **$14,335,750.00 (Fourteen Million Three Hundred Thirty-five Thousand Seven Hundred Fifty Dollars and No Cents)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

5. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.

6. This Amendment shall become effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Agreement to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
a political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

_____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

By:_____

Burns & McDonnell Engineering Company, Inc.

_____
James Lamper
Regional Manager

(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By: DBM
Assistant County Attorney