Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2008

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

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

From: George M. Burgess
County Manager

Subject: Recommendation of Contract Award to Parsons-Odebrecht Joint Venture (POJV)
MIA Mover Automated People Mover (APM) System
Project No. RFP-MDAD-04-04R/J104A in the amount of $342,278,032.15

Recommendation

It is recommended that the Board (1) award the attached lump sum contract for the design, construction, operation and maintenance of the MIA Mover Automated People Mover (APM) System to Parsons-Odebrecht Joint Venture (POJV) in the maximum amount of $342,278,032.15; (2) finding it to be in the best interest of Miami-Dade County, waive formal competitive bidding related to procurement of certain construction materials and equipment, as more particularly described in the Attachment C, pursuant to Sections 2-8.1 of the Miami-Dade County Code and Section 5.03(d) of the Miami-Dade County Charter; and (3) waive bid protest procedures pursuant to Section 2-8.4 of the Code for the award and purchases contemplated herein.

Scope

Miami International Airport (MIA) is located primarily within Commission District Six.

Fiscal Impact/Funding Source

This project is currently funded by Airport Revenue Bonds, Florida Department of Transportation (FDOT) grants and Customer Facility Charges. The project capital cost exceeds the allocation in MDAD's capital budget by approximately $30,000,000. We intend to fund this gap by a combination of additional FDOT grants and increased Customer Facilities Charges. Any shortfalls would be funded from Airport Revenue Bonds.

Funding for Phase II, operations and maintenance (O&M) is included in this contract. POJV has provided a lump sum price for the O&M for the potential fifteen (15) years (initial five-year term and the two five-year options) of $82,836,782. The O&M costs for the initial five-year term will be shared equally by MDAD (operating revenues) and the car rental companies (Customer Facility Charges). Thereafter, the O&M costs will be allocated based on a ridership formula with the CFC paying for the car rental customers and MDAD operating revenues paying for all other users. However, the CFC contribution shall not exceed the amount equal to the consolidated busing expenses in its last twelve months.

Delegation of Authority

The County Mayor or his designee is authorized to exercise the termination and allowance account provisions of this contract; the Mayor or his designee is also authorized at the conclusion of the Phase II (O&M) initial term to exercise the owner option to extend the Phase II O&M in two five-year increments. Additionally, this Contract provides for POJV to hold certain prices for modification of the system to allow for a stop for a potential third station. Although the lump sum price for this option is fixed, it is not currently funded in this contract. Should the County desire to exercise this option further action of the Board will be required.

Track Record/Monitor

The track record/performance of Parsons-Odebrecht Joint Venture on the North Terminal Development program and the North Terminal APM system is satisfactory. POJV's performance in the South Terminal Development program in general is satisfactory. However, the South Terminal was not completed on time, there is a large punch list of items that POJV must address, and a very substantial pending claim which is currently being evaluated by the County, but which the County at this time disputes. In addition, staff also received information from the Minnesota Department of Transportation and Kobe New Transit Co., Ltd in Kobe, Japan indicating that POJV's performance on their projects is satisfactory. The Miami-Dade Aviation Department (MDAD) Project Manager is Franklin Stirrup.

Background

The scope of the MIA Mover project consists of the design, construction, operation and maintenance of an elevated landside automated people mover system. The system will provide a convenient and reliable means for transporting passengers between MIA and the Miami Intermodal Center (MIC) which includes the Consolidated Rental Car Facility (RCF) currently under construction by the FDOT. The MIA Mover is a critical link between MIA and the MIC which makes the MIC economically viable. Once the MIA Mover is in operation, there will be fewer vehicles on the MIA access roads which will reduce greenhouse gas emissions and improve MIA's air quality.

Request for Proposals (RFP) for the MIA Mover were first advertised in December 2004 with a proposal due date of March 2005, later extended to February 2006. The RFP called for the delivery of a turnkey solution to design, build, operate and maintain the MIA Mover. The integrated project delivery approach was chosen to reduce capital costs, provide for faster completion, provide greater contractor accountability, and reduce potential for delays. To promote competition, the RFP documents allowed for different technologies to be proposed. The final rankings were to be based on best value, combining technical merit and pricing.

Phase I (the capital project) includes the design, construction, manufacture, supply, installation, testing and commissioning of the fixed facilities (MIA Station, guideways, maintenance and storage facility, provisions for air conditioned pedestrian corridors with moving walkways connecting the MIA Station to the MIA Terminal, etc.) and the operating system of the MIA Mover APM System, except for certain facilities to be provided by the FDOT under the MIC Program. The term for construction of the Phase I MIA Mover capital project is three (3) years from the effective date of the Notice-to-Proceed.

Phase II of the contract is the operations and maintenance of the operating system for an initial five (5) year period, with Owner options to extend it in two, five-year periods for an additional ten (10) years. At any time, the Owner can terminate any portion of Phase II operations and maintenance for convenience and require the Contractor to train Owner-designated personnel to perform the operations and maintenance of the System.

Additionally, the option for a stop to serve a potential third station is also included in the contract. MDAD has been seeking partners for Public-Private Investor Projects (PPIPs) as a means of entering into development agreements with private developers for construction of revenue-generating projects on Airport property. One of these soon-to-be-procured PPIP projects is the Central Boulevard PPIP which may include 1) a mixed-use development with a hotel (conference/convention) center, (2) new freestanding hotel, or (3) a retail travel and convenience plaza. The third station stop will accommodate any of these future developments, and it is prudent to secure prices now for the potential future modification of the system to allow a third station.

The RFP submissions were required to include:

- A proposal guarantee
- CSBE envelope containing only the CSBE Schedule of intent affidavit(s) (CSBE Participation Goal 11.54% for Phase I);
- CBE envelope containing only the CBE Schedule of Participation and CBE Letters of Intent (CBE Participation Goal 1.52% for Phase I);
- A technical proposal addressing proposed designs, operating system technology, management, qualifications and the operations and maintenance approach, to comply with the Contract requirements, including future expansion opportunities;
- A lump sum pricing proposal for the maximum anticipated 15 years of operations and maintenance and the potential future expansion of the System (as an Owner option); and
- Owner options to expand the initial system for a third station stop.

Three (3) proposals were received on February 22, 2006 in response to the MIA Mover APM System Initial Request for Proposal, The three proposers were Bombardier-PCL, LLC (utilizing Bombardier's self-propelled Innovia technology), Parsons Odebrecht Joint Venture (POJV) (utilizing Mitsubishi Heavy Industry's self-propelled Crystal Mover technology) and Slattery Skanska, Inc. (utilizing Doppelmayr's cable-propelled technology).

As I noted in my memorandum to the Board dated September 4, 2007, for various reasons and at different times in the process, all three (3) proposals were found to be non-responsive and/or non-conforming. As recommended by staff, the Board on September 4, 2007 adopted Resolution No. R-945-07 which provided for the following:

- rejected all three proposals previously received;
- waived formal competitive bidding in accordance with Section 225.20 of Florida Statutes; and
- authorized the Mayor or his designee to conduct a structured negotiation process with all three (3) of the original proposers following the process described in my September 4, 2007 memorandum (Attachment A).

In accordance with the structured negotiations process authorized by the Board, all three of the original proposers - Bombardier-PCL, LLC, Parsons-Odebrecht Joint Venture (POJV), and Slattery Skanska, Inc. - were invited to negotiate and confirmed their continued interest in participating in the revised procurement process (Attachment B). All technical and price proposals previously submitted were evaluated to the same level of review. Supplemental instructions to proposers (S-ITP, RFP-MDAD-04-04R) were issued on October 21, 2007 requesting updates to the previously submitted proposals. Addenda were also subsequently issued on November 9, 2007 and November 29, 2007.

In the S-ITP, the three proposers were asked to provide separate technical and price proposals for the Base System and for Proposer Initiated Alternatives (PIAs), which are defined as other value engineering or cost saving options that the proposer might offer for the County's consideration.

The Base System includes the original project scope modified by the following County accepted value engineering options:

- MDAD would provide contractor up to 5,000 square feet of temporary office space;
- the spare vehicle requirement was reduced from 20% to 10%;
- a system simulator was no longer required;
- alternate approaches to the guideway girder aesthetics could be proposed; and
- demolition of the superstructure of the bridge connecting the Dolphin and Flamingo garages was removed from the project scope.

On January 9, 2008, an updated proposal was received from POJV while Bombardier-PCL, LLC, and Slattery-Skanska, Inc. formally withdrew from the selection process. Subsequently, the Department of Small Business Development (SBD) confirmed that POJV's updated proposal complied with the CSBE and CBE Goals for the project. Technical clarifications were requested of POJV by staff and responses were received from POJV. The first meeting between the Selection/Negotiation Committee (SNC) and POJV was held on February 15, 2008, and subsequent meetings were held on March 4, 2008, and March 27, 2008.

Selection/Negotiation Process

The Selection/Negotiation Committee appointed by the County Manager consisted of the following members:

- John W. Cosper, MDAD, Chairperson
- Juan "Johnny" Martinez, OCI
- William Stuenkel, HNTB
- Fred Wise, FDOT

The major actions of the Committee are summarized below:

- accepted the POJV updated proposal as meeting the technical requirements of the RFP;
- reviewed POJV's Proposer Initiated Alternatives (PIAs) with input from MDAD staff and the technical advisor Lea+Elliott;
- concluded that POJV's proposed operating system costs are consistent with the estimate of the technical advisor;

- requested that a third party (US Cost engaged by MDAD) review POJV's proposed costs for project management and administration and POJV's proposed deduct values for the acceptable PIAs and report findings back to the Committee;
- negotiated with POJV on a final set of acceptable Proposer Initiated Alternatives with consideration of input from MDAD staff, US Cost and the Technical Advisors; and
- reached a final negotiated price for the project with POJV.

As summarized in the table below, at the conclusion of this process, the Committee was able to reduce POJV's total project costs for Phase 1 by just over $95 million.

Description	**POJV Initial Proposal 1/9/08**	**As Negotiated 3/27/08**
Fixed Facilities	$ 220,059,258	$ 152,396,640
Operating System	$ 99,066,445	$ 94,103,360
Phase 1 System	***$ 319,125,705***	***$ 246,500,000***
Allowance Account	$ 31,912,571	$ 12,325,000
sub-total	***$ 351,038,276***	***$ 258,825,000***
Parking Allowance	$ 3,250,000	$ -
IG Audit Account	$ 797,814	$ 616,250
Total Phase 1	***$ 355,086,090***	***$ 259,441,250***

As part of the negotiation with POJV, the County agreed to directly purchase various construction materials and equipment necessary for the project. If the State of Florida determines that these purchases are tax exempt, the County will realize savings of over one million dollars compared with the cost of POJV procuring these materials.

PROJECT LOCATION: Miami International Airport

COMPANY NAME: Parsons Odebrecht Joint Venture

TERM OF AGREEMENT: Phase I: 1,095 Calendar day or three (3) years
Phase II: Initial 5-years for system operations and maintenance

OPTION(S) TO RENEW: Phase II: Owner option to extend in two five (5) year increments for an additional 10 years in total.

CONTRACT AMOUNT: Phase I: $259,441,250.00
Phase II: $ 82,836,782.15

ALLOWANCES/CONTINGENCY: Phase I: $12,325,000.00
ORDINANCE NO. 00-65: Phase II: $35,437,479.40

CONTRACT MEASURES:

Phase I: CBE 1.52%
Phase I: CSBE 5.45% Tier 1
6.09% Other Tiers
Phase I: Community Workforce Participation (CWP): 29.00%

CONTRACT MEASURES ACHIEVED:

CBE: 1.81%, $4,461,650
CSBE Tier 1: 5.82%, $14,346,300
CSBE Other Tiers: The project design has not advanced sufficient to break the trades allowing the contractor to identify participants for CSBE Second, Third and Fourth Tiers. However, POJV has committed to meet the 6.09% goal.

CSBE/CBE PARTICIPANTS:

Phase I:

CBE:
Advanced Consulting Eng. Servs, Inc., 0.0551%, $135,822
Faraga Engineers, 0.3035%, $748,128
H.R. Engineering Services, Inc., 0.1902%, $468,843
Laura Lierena & Associates, 0.0120%, $29,580
MC Harry & Associates, Inc., 0.1128%, $278,052
Network Engineering Services, Inc., 0.2326%, $573,359
Nova Consulting, Inc., 0.2096%, $516,664
Precision Engineering & Surveying, Inc., 0.0883%, $217,660
Rodriguez & Quiroga Architects Chartered, 0.3226%, $795,209
Sanchez-Zeinali & Associates, 0.2835%, $698,828

CSBE:
Amion Enterprise International Corp., 0.11%, $271,150
BCL Construction, Inc., 2.54%, $6,261,100
C.L. Elias Construction, Inc., 1.53%, $3,771,450
Commercial Interiors Contractors, Corp., 0.02%, $49,300
G-T Construction Group, Inc., 0.41%, $1,010,650
Jasper Enterprise, Inc., 0.11%, $271,150
MCO Construction & Services, Inc., 0.28%, $690,200
Overnight Success Construction, Inc., 0.24%, $591,600
Peoples Plumbing, Inc., 0.16%, $394,400
U.S. Bridge & Dredge, Inc., 0.42%, $1,035,300

REVIEW COMMITTEE DATE: 9/15/04 and 4/20/05

COMPANY PRINCIPAL: Gilberto Neves
QUALIFIER(S) Thomas E. Barron

LOCATION OF COMPANY: 201 Alhambra Circle, Suite 1400, Coral Gables, FL 33134

YEARS IN BUSINESS: 8 years

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Hispanic Male Caucasian Male	
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	MIA South Terminal Program MIA North Terminal North Corridor Metrorail Extension MPO General Planning Consulting	$ 840,500,000.00 1, 045,501,216.00 59,800,000.00 2,000,000.00
ADVERTISEMENT DATE:	Original Advertisement: December 16, 2004	
LIVING WAGE:	N/A	
RESPONSIBLE WAGES;	Yes	
USING DEPARTMENT:	Miami-Dade Aviation Department	

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 1, 2008

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

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

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)(A)
7-1-08

RESOLUTION NO. _____

RESOLUTION APPROVING MIA MOVER APM SYSTEM, MDAD PROJECT NO. J104 AT MIAMI INTERNATIONAL AIRPORT WITH PARSONS-ODEBRECHT JOINT VENTURE; IN THE MAXIMUM AMOUNT OF $342,278,032.15; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE SAME AND TO EXERCISE TERMINATION PROVISIONS THEREOF AND THOSE DELEGATIONS OF AUTHORITY IDENTIFIED IN THE ATTACHED MEMORANDUM; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO PROCURE VARIOUS COMPONENT ITEMS AND TO EXECUTE ALL NECESSARY DOCUMENTS THERETO SUBJECT TO THE APPROVAL OF THE COUNTY ATTORNEY AS TO LEGAL SUFFICIENCY, AND WAIVING COMPETITIVE BIDDING WITH RESPECT TO SUCH PROCUREMENT PURSUANT TO SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE AND SECTION 5.03(D) OF THE MIAMI-DADE COUNTY CHARTER; AND FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF MIAMI-DADE COUNTY; AND WAIVING BID PROTEST PROCEDURES

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 hereby (1) authorizes award of a contract to Parsons-Odebrecht Joint Venture in substantially the form on file with the Clerk and made a part hereof, an excerpt of which is attached hereto, in the maximum amount of $342,278,032.15, authorizes the Mayor or his designee to execute same and to exercise termination provisions thereof and those

delegations of authority identified in the attached memorandum; (2) determines that it is in the best interest of the County to waive competitive bidding as recommended in the attached memorandum, waives competitive bidding pursuant to Section 5.03D of the Charter and Section 2-8.1 of the Miami-Dade County Code, and authorizes the County Mayor or designee to execute necessary procurement documents subject to the approval of the County Attorney as to legal sufficiency; and (3) pursuant to Section 2-8.4 of the Code of Miami Dade County; waives bid protest procedures in connection with the awards contemplated in Items (1) and (2) of this resolution.

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 1st day of July, 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. DM For

Deborah Bovarnick Mastin

AS NEGOTIATED

MIA MOVER APM SYSTEM – CONTRACT DOCUMENTS

MDAD PROJECT NUMBER: J104A
RFP No. MDAD-04-04R

MIAMI INTERNATIONAL AIRPORT

CARLOS ALVAREZ
Miami-Dade County Mayor

BOARD OF COUNTY COMMISSIONERS
Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairman

Barbara J. Jordan, District 1
Dorrin D. Rolle, District 2
Audrey Edmonson, District 3
Sally A. Heyman, District 4
Bruno A. Barreiro, District 5
Rebeca Sosa, District 6
Carlos A. Giménez, District 7
Katy Sorenson, District 8
Dennis C. Moss, District 9
Sen. Javier D. Souto, District 10
Joe A. Martinez, District 11
Jose "Pepe" Diaz District 12
Natacha Seijas, District 13

GEORGE M. BURGESS, County Manager
R.A. CUEVAS, Jr., County Attorney
JOSE ABREU, P.E. Aviation Director

SYSTEM CONSULTANT
LEA+ELLIOTT, INC.

SUBCONSULTANTS
Parson Brinckerhoff Quade and Douglas
Carney Neuhaus, Inc.
Ronald E. Frazier & Associates, Inc.
PACO Group
LKG-CMC

MIAMI-DADE AVIATION DEPARTMENT

June 3, 2008

CONTRACT SUMMARY

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the _____ day of _____, 20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the "Owner" and

Parsons-Odebrecht Joint Venture, hereinafter called the "Contractor."

This Contract shall be conducted in two phases, each with a separate Notice to Proceed (NTP) as follows:

PHASE I - Design, Construction, Manufacture, Supply, Installation, Testing, Demonstration and Commissioning of the Initial System (inclusive of Fixed Facilities and Operating System as defined in the Contract Documents) of the MIA Mover APM System. Phase I includes: (1) the design of the Operating System and Fixed Facilities as defined in the Contract Documents; (2) the construction of the Fixed Facilities; (3) analysis, manufacture, supply, fabrication, assembly, factory testing, shipping, and installation of the Initial Operating System; (4) on-site inspection and testing of the Fixed Facilities; (5) on-site integration and verification testing and other preparations for start-up of the Operating System; and (6) related project management, control and administration. Contractor is fully and solely responsible for performing all Work with the exception of those responsibilities specifically identified as being retained by the Owner.

PHASE II - Operations and Maintenance (O&M) of the Initial System. Phase II of the contract will include operations and maintenance of the Initial System for a five (5) year period and options for the Owner to extend Phase II in two, five (5) year increments for an additional ten (10) years. The Owner will provide a separate Notice to Proceed for Phase II (NTP-2) and the Contractor shall be fully mobilized to begin Phase II upon receipt of NTP-2. In the event that the Owner elects not to exercise its option for extending the Phase II initial period, the Owner shall have no liability to the Contractor for any claim for damages (including, without limitation, costs incurred, lost profits and foregone business opportunities) arising out of any failure by the Owner to exercise said option.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this contract within the Contract Time specified in the Proposal Form, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated into this Contract by reference, for:

PROJECT TITLE: MIA Mover Automated People Mover System

PROJECT NO: J 104 A

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and, to the extent permitted by Chapter 725, Florida Statutes, to defend, indemnify and save harmless the Owner and all its officers, and employees, including the MIA Mover Construction Management Services team and Consulting Engineer, against and from all suits and costs of every kind and description, and from all damages to which the said Owner or any of its officers, and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the negligence, recklessness or intentional wrongful misconduct of the Contractor, its officers, or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, or employees in the aforesaid work, or through any act or omission on the part of the Contractor, or its officers, or employees.

In consideration of these premises, the Owner hereby agrees to pay to the Contractor for the said work, as follows:

14

A. PHASE I CONTRACT:

When Phase I of the Contract is fully completed, the total maximum lump sum fixed price shall not exceed: **Two Hundred Fifty-nine Million Four Hundred Forty-one Thousand Two Hundred Fifty** Dollars and No Cents ($ **259,441,250.00**), not subject to any Economic Price Adjustment, consisting of the following accepted items or schedules of work as taken from Schedule A of the Proposal Form as subsequently Negotiated:

A1. Phase I Proposal Price: **Two Hundred Forty-Six Million Five Hundred Thousand** Dollars

($ **246,500,000**) **(Amount as negotiated inclusive of values for fixed facilities, the operating system and accepted Proposer Initiated Alternatives itemized in Schedule F).**

A2. This Item Not Used

A3. Phase I General Allowance Account: Allowance Account for Phase I (5% of item A1): **Twelve Million Three Hundred twenty-Five Thousand** Dollars ($ **12,325,000**).

A4. Phase I Inspector General Audit Account (0.25% of item A1): Six Hundred Sixteen Thousand Two Hundred Fifty Dollars ($ **616,250)**

B. PHASE II CONTRACT:

The total maximum lump sum fixed price for Phase II is in the amount of: **Eighty-Two Million eight Hundred Thirty-Six Thousand Seven Hundred Eighty-Two** Dollars **and Fifteen cents** ($**82,836,782.15**), subject to the Economic Price Adjustment and other payment adjustments provided in the Operations and Maintenance Provisions of the Contract Documents, consisting of the following accepted items or schedules of work taken from Schedule B of the Proposal Form.

B1. Phase II Annual Proposal Price (Year 1 through Year 5):

Year 1 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($**3,059,360**)

Year 2 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($ **3,059,360**)

Year 3 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($ **3,059,360**)

Year 4 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($ **3,059,360**)

Year 5 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($ **3,059,360**)

The County retains the option to execute the extension of the Phase II in two, five (5) year increments for up to an additional ten (10) years, at the prices proposed and accepted by the Contractor in the Schedule B - Prices Proposed – Phase II for years 6 through 15 from the Proposal Form as listed below.

B2. Phase II Annual Proposal Price (Year 6 through Year 15):

Year 6 Three Million four Hundred Thousand Three Hundred Sixty Dollars ($**3,400,360**)

Year 7 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($**3,059,360**)

Year 8 Three Million Five Hundred Sixty Two Thousand Six Hundred Sixty Dollars ($**3,562,660**)

Year 9 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($**3,059,360**)

Year 10 Three Million Two Hundred Sixty-Four Thousand seven Hundred Sixty Dollars ($**3,264,760)**

Year 11 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($**3,059,360**)

Year 12 Three Million Four Hundred Thousand Three Hundred Sixty Dollars ($**3,400,360)**

Year 13 Three Million Fifty-Nine Thousand Three Hundred Sixty Dollars ($**3,059,360**)

Year 14 **Three Million Fifty-Nine Thousand Three Hundred Sixty** Dollars ($**3,059,360**)

Year 15 **Three Million Fifty-Nine Thousand Three Hundred Sixty** Dollars ($**3,059,360**)

B3. **Phase II - Dedicated Allowance Account for Insurance required by Contract (20% of sum of items B1 and B2, Phase II Bid prices for Years 1 through 15, inclusive)**: a Dedicated Allowance Account for Phase II of Nine **Million Four Hundred Fifty-Six Thousand Two Hundred twenty** Dollars ($ **9,456,220**).

B4. **Phase II - Dedicated Allowance Account for Economic Price Adjustment (37% of Sum of Items B1, B2 and B3)**: a Dedicated Allowance Account for Phase II of **twenty Million Nine Hundred Ninety-Two Thousand Eight Hundred Eight** Dollars **and Forty Cents** ($**20,992,808.40**).

B5. **Phase II – General Allowance Account**: Allowance Account for Phase II of **Four Million Seven Hundred Twenty-Eight Thousand One Hundred** Ten Dollars ($**4,728,110**).

B6 **Phase II – Demobilization in case of Termination for Convenience by Owner:** Only payable upon termination by convenience of all services by Owner within 2 years of initiation of Phase II services: **One Hundred Ninety-Five Thousand Three Hundred Forty-Six** Dollars ($ **195,346**)

B7 **Phase II - Task to Train Owner-Designated Personnel: Sixty-Four Thousand Nine Hundred Ninety-Five** Dollars ($ **64,995**)

B8 **Phase II - Inspector General Audit Account (0.25% of sum of items B1 and B2, Phase II Bid prices for Years 1 through 15, inclusive): One Hundred Eighteen Thousand Two Hundred Two** Dollars **and Seventy-Five Cents** ($ **118,202.75**)

The Total Maximum Contract Amount for Phase I and the Phase II Option shall not exceed **Three Hundred Forty-Two Million Two Hundred Seventy-Eight Thousand Thirty-two** Dollars **and fifteen cents** ($ **342,278,032.15**), INCLUDING all Allowance Accounts and Inspector General Accounts. The cumulative amount of Economic Price Adjustment for Phase II shall not exceed the Phase II Dedicated Allowance Account for Economic Price Adjustment.

The total maximum contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

C. OWNER OPTIONS

The Contractor accepts the prices and conditions proposed in its Proposal Form for Owner Options listed below. Said prices shall be open for Owner to accept for the time period specified subject the economic price adjustments as specified in the Proposal Form.

C1. Owner Option to Expand Initial System to meet Interim and Ultimate Line Capacity:

The total lump sum fixed price below subject to Economic Price Adjustments as specified in Appendix 9R of the ITP, payable upon exercise by the Owner to expand the Initial System to meet the Interim Line Capacity, valid for Owner option to be exercised within 10 years after Substantial Completion in the Amount of: **Nine Million Nine Hundred Ninety-Six Thousand** Dollars **($9,996,000)**

C2. Owner Option to Expand Interim Line Capacity System to meet Ultimate Line

Capacity:

The total lump sum fixed price below written below, subject to Economic Price Adjustments as specified in Appendix 9R of the ITP, payable upon exercise by the Owner to expand the Interim Line Capacity System to meet the Interim Line Capacity, valid for Owner option to be exercised within 10 years after Substantial Completion in the Amount of: **n/a** Dollars **($n/a)**

C3. Owner Option for Third Station Stop:

The total lump sum fixed price, below subject to Economic Price Adjustments as specified in Appendix 9R of the ITP, payable upon exercise by the Owner to accommodate a Third Station Stop in the vicinity of Building 3030, valid for Owner option to be exercised within 3 years after Substantial Completion of

Phase I in the amount of: **Twenty-Two Million Four Hundred Ninety Eight Thousand Seven Hundred** Dollars **($22,498,700).**

D. PROPOSED LIQUIDATED OVERHEAD COSTS

D1. Liquidated Overhead Costs, due to Compensable Excusable Delay per day during performance of the Phase I Work:

Lump sum fixed price as written below, not subject to any economic price adjustment for inflation, currency exchange, or other economic conditions, payable as Liquidated Overhead Costs, due to Compensable Excusable Delay, per day of delay, during the performance of Phase I of the Work:.

D1.1 Before Commencement of Construction and Installation: - Written Amount: **Eighty-Two Thousand Three Hundred Forty-Two** Dollars **($82,342).**

D1.2 During Construction and Installation: - Written Amount: **One Hundred Thousand One Hundred Three** Dollars **($100,103).**

D1.3 During an Overlap of Construction, Installation, Inspection and Test: - Written Amount: **Eighty-Eight Thousand One Hundred Nineteen** Dollars **($88,119).**

D1.4 During On-site Inspection, Test and Demonstration: - Written Amount: **Sixty-Five Thousand Six Hundred Sixteen** Dollars **($65,616).**

D1.5 TOTAL OF ITEMS D1.1 through D1.4: **Three Hundred Thirty-Six Thousand One Hundred Eighty** Dollars **($336,180).**

E. RESERVED

F. PROPOSAL INITIATED ALTERNATIVES (PIA) AND PHASE I NEGOTIATED PRICE SCHEDULE

Accepted Proposer Initiated Alternatives (PIAs), as set forth in Contractor's Proposal, and as subsequently modified during negotiations, are as follows:

PIA Description	Deduct Value	Reference Contract Section as Revised
F1. Superstructure Alternative	$ (4,443,521)	TP 16.1.E
F2. Auger Cast Piles Alternative	$ (3,972,445)	GP 7.4.9
F3. Station Finishes and Roof Alternative	$ (1,097,314)	TP 16.4.1
F4. North Corridor Pedestrian Bridge Alt.	$ (19,376,084)	TP 16.4
F5. South Corridor Pedestrian Bridge Alt.	$ (19,804,828)	TP 16.4
F8. Delete Vehicular Bridge	$ (1,155,521)	TP 16.5.3.2.E
F10. Delete Guideway Conduit Alternative	$ (1,106,809)	TP 4.0
F11. Reduce Number of Crossovers	$ (4,132,754)	TP 3.2, TP 5.1.7, TP 9.0
F15. Eliminate West Substation Alternative	$ (2,274,395)	TP 10.1
F16. Substitute Vehicle Mock-Up Alternative	$ (910,315)	TP 9.11.4, TP 9.13.11
F25. Direct Material Purchase Alternative	$ (1,149,600)	GP 10.0
F34. Addtl. Temporary Office Space by County	$(993,139)	SP 6.1.16

MIA Mover Phase I Price Schedule:

Description	Base Proposal 1/9/08	As Negotiated 3/27/08
Fixed Facilities*	$ 220,059,258	$ 152,396,640
Operating System*	$ 99,066,445	$ 94,103,360
Phase 1 System	***$ 319,125,705***	***$ 246,500,000***
Allowance Account	$ 31,912,571	$ 12,325,000
sub-total	***$ 351,038,276***	***$ 258,825,000***
Parking Allowance	$ 3,250,000	$ -
IG Audit Account	$ 797,814	$ 616,250
Total Phase 1	***$ 355,086,090***	***$ 259,441,250***

* 1. Breakdown of Fixed Facility and Operating System costs from POJV.

2. Price, Deducts and Adjustments negotiated on March 27. 2008.

   a. Total Phase price is $246,500,000
   b. AIPP cost and Parking Allowance (PIA F30B) deleted from Contract
   c. Includes accepted PIAs as listed above
   d. Allowance account reduced from 10% to 5% of Phase 1 cost (PIA F31A)

[Space Left Intentionally Blank]

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

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

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

DBM
(Assistant County Attorney)

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

CONTRACTOR (If Corporation)

_____
(Corporate Name)

By: _____
President

Attest: _____
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

Parsons Transportation Group Inc
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

ODEBRECHT CONSTRUCTION INC.
(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

_____

19

DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

cc: R. Garcia, M. Clark, A. Sakes, G. Dougie, D. Newburn, G. Dassau, Project J104A

Project/Contract Title: MIA MOVER (SIC 15)

Project/Contract No: (RFP) MDAD#J104A (BUILD)

Department: AVIATION DEPARTMENT

Estimated Cost of Project/Bid: $205,764,588.00

Funding Source: CIP/FDOT

RC Date: 09/15/2004

Item No: 4-01

Resubmittal Date(s): 08/18/2004

Description of Project/Bid: To establish a contract to build a MIA Mover. The MIA Mover will be an elevated landside fully automated, driverless, Automated People Mover (APM) System. The MIA Mover will provide a convenient and reliable means for transporting passengers between a centrally located MIA station and a station at the Miami Intermodal Center also known as the MIC. The MIA Mover riders will access at the MIC, the Consolidated Rental Car Facility and other transportation modes such as the regional transit systems and commuter rail.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	8.42%
Goal		9.41%

Reasons for Recommendation

This project was previously deferred for further analysis upon request by POJV.
Section VI, D of A..O. 3-22, indicate an 18% CSBE goal on this project is appropriate:
8.42% First Tier in: Drywall, Wrecking, Plumbing/HVAC, Electrical(2.11%), Concrete (2.42%).
9.41% 2nd, 3rd, & 4th Tier in: Concrete(7.3%) and Electrical (2.11%).

Section II A, of Administrative Order 3-37 indicate a 29% Community Workforce Program (CWP) goal on this project is appropriate. Total estimated workforce is 106 persons. However, only 89 are affected by the CWP. Workforce required under the CWP is 26 persons.

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Concrete Contractors		$15,020,814.92	7.30%	0
Electrical Contractors		$4,341,632.81	2.11%	0
Drywall, Plastering, Acoustical, and Insulation Contractors	CSBE	$4,732,585.52	2.30%	30
Concrete Contractors	CSBE	$4,979,503.03	2.42%	23
Wrecking and Demolition Contractors	CSBE	$2,263,410.47	1.10%	13
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	$1,008,246.48	0.49%	40
Electrical Contractors	CSBE	$4,341,632.81	2.11%	57
	Total	$36,687,826.04	17.83%	163

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [ ] NO [X]

Responsible Wages: YES [X] NO [ ] **Building:** YES [X] NO [ ]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 18% CSBE **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

9/15/04

Chairperson, Review Committee — Date — County Manager — Date

DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

cc: R. Garcia, M. Clark, A. Sahs, G. Doyle, D. Newberry, G. Dassow

PROJECT J104A

Project/Contract Title: MIA MOVER (SIC) 871

RC Date: 09/15/2004

Project/Contract No: (RFP) MDAD#J104A (DESIGN)

Funding Source: CIP/FDOT

Item No: 4-02

Department: AVIATION DEPARTMENT

Estimated Cost of Project/Bid: $9,913,246.00

Resubmittal Date(s): 08/18/2004

Description of Project/Bid: To establish a contract to design a MIA Mover. The MIA Mover will be an elevated landside fully automated, driverless, Automated People Mover (APM) System. The MIA Mover will provide a convenient and reliable means for transporting passengers between a centrally located MIA station and a station at the Miami Intermodal Center also known as the MIC. The MIA Mover riders will access at the MIC, the Consolidated Rental Car Facility and other transportation modes such as the regional transit systems and the commuter rail.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	33.00%

Reasons for Recommendation

This project was previously deferred for further analysis upon request by POJV.

This project meets all the criteria set forth in A.O. 3-32, Section V.

SIC 871 - Architectural and Engineering Services.

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
HIGHWAY SYSTEMS-SITE DEVELOP/PARKING LOT DESIGN	CBE	$594,794.76	6.00%	134
GENERAL ELECTRICAL ENGINEERING	CBE	$793,059.68	8.00%	23
ARCHITECTURE	CBE	$1,486,986.90	15.00%	44
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	$396,529.84	4.00%	74
	Total	$3,271,371.18	33.00%	275

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X] **Building:** YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 33% CBE **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date 9/15/04

County Manager — Date

Dept. of Business Development

Project Worksheet

DEPARTMENT OF BUSINESS DEVELOPMENT

Project/Contract Title: MIA MOVER (SIC 15)

Project/Contract No: (RFP) MDAD#J104A (BUILD)

Department: AVIATION DEPARTMENT

Estimated Cost of Project/Bid: $215,677,834.00

Funding Source: CIP/FDOT

RC Date: 04/20/2005

Item No: 4-01

Resubmittal Date(s): 08/18/2004, 09/15/2004, 04/06/2005

Description of Project/Bid: To establish a contract to build a MIA Mover. The MIA Mover will be an elevated landside fully automated, driverless, Automated People Mover (APM) System. The MIA Mover will provide a convenient and reliable means for transporting passengers between a centrally located MIA station and a station at the Miami Intermodal Center also known as the MIC. The MIA Mover riders will access at the MIC, the Consolidated Rental Car Facility and other transportation modes such as the regional transit systems and commuter rail.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	5.45%
Goal		6.09%
Workforce Goal	**CWP**	29.00%

Reasons for Recommendation

This project is resubmitted to reduce the CSBE goal to 11.54% of Phase I. The value of the proprietary equipment was pulled out, thereby reducing the construction scope. However, the origional CSBE percentage remains the same.
This project was previously deferred upon request by POJV.
FIRST TIER = 5.45%: Drywall, Wrecking, Plumb/HVAC, Electrical(1.36%), Concrete (1.56%).
2nd, 3rd, & 4th TIER = 6.09%: Concrete(4.72%) and Electrical (1.37%).
A 29% Community Workforce Program (CWP) goal on this project is appropriate.

CWP Estimated Workforce: 89
CWP Workforce Recommendation: 26

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Concrete Contractors		$10,179,993.76	4.72%	0
Electrical Contractors		$2,954,786.33	1.37%	0
Drywall, Plastering, Acoustical, and Insulation Contractors	CSBE	$3,235,167.51	1.50%	30
Concrete Contractors	CSBE	$3,364,574.21	1.56%	23
Wrecking and Demolition Contractors	CSBE	$1,531,312.62	0.71%	13
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	$690,169.07	0.32%	40
Electrical Contractors	CSBE	$2,933,218.54	1.36%	57
	Total	$24,889,222.04	11.54%	163

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [ ] NO [X]

Responsible Wages: YES [X] NO [ ] **Building:** YES [X] NO [ ]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier I Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** ✓ **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date: 4/20/05

County Manager — Date

DBDR0090

22

ATTACHMENT A

Approved _____ Mayor

Veto _____

Override _____

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

09-04-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-945-07

RESOLUTION REGARDING MIA MOVER AUTOMATED PEOPLE MOVER ("APM") SYSTEM, PROJECT NO. RFP-MDAD-04-04/J104A AT MIAMI INTERNATIONAL AIRPORT, REJECTING ALL PROPOSALS, WAIVING COMPETITIVE BIDDING, AUTHORIZING NEGOTIATIONS WITH PARSONS ODEBRECHT, JOINT VENTURE, WITH BOMBARDIER-PCL, LLC AND WITH SLATTERY SKANSKA, INC., AND DIRECTING MAYOR OR DESIGNEE TO RECOMMEND A CONTRACT WITH ONE OF THEM TO THIS BOARD

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby (1) rejects all proposals for the MIA Mover Automated People Mover ("APM") System, Project No. RFP-MDAD-04-04/J104A; (2) waives formal competitive bidding by a two-thirds vote of those present pursuant to Section 5.03D of the Charter and in accordance with Section 255.20 Fla. Stat. in accordance with the attached memorandum; (3) authorizes the Mayor or his designee to negotiate with Parsons-Odebrecht, Joint Venture, with Bombardier-PCL, LLC and with Slattery Skanska, Inc. to achieve a proposed contract with one of these entities in the best interests of the County, and to recommend award of that contract to this Board in accordance with the process described in the attached memorandum.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. 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: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DBM

Deborah Bovarnick Mastin

Memorandum

MIAMI-DADE COUNTY

Date:	September 4, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Recommendation to Reject all Proposals, and Follow Revised Process for the Miami International Airport (MIA) Mover Automated People Mover (APM) System. Project No. RFP-MDAD-04-04/J104A

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

Recommendation

I recommend that the Board: (a) reject all proposals received in response to Request for Proposals for Project No. RFP-MDAD-04-04/J104A (MIA Mover APM System); (b) waive competitive bidding in connection with the rejection of proposals pursuant to Section 2-8.1 (b) of the County Code and Section 5.03(D) of the Home Rule Charter and (c) approve a bid waiver under Florida Statutes 255.20 (1) (c) to authorize the structured negotiations described below to determine the firm which offers the best value to the County in the delivery of the design, construction, operations and maintenance services which are the object of the solicitation.

This recommendation constitutes a rejection of the recommendation of the Negotiation Committee, which recommended a rejection of all proposals, waiver of competitive bids, continuation of negotiations with Parsons Odebrecht Joint Venture (POJV) and in the event no agreement was reached with POJV, the commencement of simultaneous negotiations with the other two firms. However, in light of the evaluation of all 3 proposers as either non-responsive or non-compliant, and after consideration of the substantial difference in the proposed price from the budgeted estimate, I am recommending a best-value approach to the procurement as being in the best interest of the County.

Scope

Miami International Airport (MIA) is located primarily within Commission District Six. However, the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.

The scope of this project consists of the design, construction, operation and maintenance of an elevated landside automated people mover system. The system will provide a convenient and reliable means for transporting passengers between MIA and the Miami Intermodal Center (MIC) which includes the Consolidated Rental Car Facility (RCF) and is currently under construction by the Florida Department of Transportation (FDOT). The MIA Mover is a critical link between MIA and the MIC which makes the MIC economically viable. With the MIA Mover in place, MIA will be able to improve air quality to meet the requirements of the Federal Clean Air Act by the reduction in the number of vehicles on the MIA access roads.

Track Record/Monitor

Not applicable as this is a rejection of all proposals. The Miami-Dade Aviation Department (MDAD) Project Manager is Franklin Stirrup.

Fiscal Impact/Funding Source

This project is funded by the MIA Capital Improvement Program and FDOT with the following:

Capital Project: MDAD's project budget was established at $221 million for Phase I (design and construction) based on project estimates performed in 2004 and this amount is to be funded by

Airport Revenue Bonds. Prior to the opening of the Price Proposal in May 2006, the Engineer's estimate was updated to reflect current market conditions. Including post-Katrina demands a hyperinflation, and this estimate was established at approximately $265 million. The MDAD proje budget, however, remains at $221 million.

Operations and Maintenance (O&M): Phase II has an estimated value of $66.5 million over a 15-year period. The MDAD Operating Maintenance Budget funds this amount. The rental car companies which will be located in the RCF will contribute 50% of the annual O&M costs for the first five (5) years through the collection of Customer Facility Charges (CFC). Thereafter, this cost will be proportional to the rental car ridership on the APM system.

Background

The Request for Proposals (RFP)
The RFP for the MIA Mover was advertised in December 2004 with a proposal due date of March 2005 which was, at the request of the proposers, later extended to February 2006 due to the numerous addenda to the RFP issued to address the questions and concerns of the proposers. The RFP called for the delivery of a turnkey solution consisting of one proposal to design, build, operate and maintain the MIA Mover. The integrated solution was chosen to reduce capital costs, provide for faster completion, provide greater contractor accountability, and reduce potential for delays. The approach was endorsed by an airport peer review group consisting of representatives from major national airports.

To promote competition, the RFP documents allowed for different technologies to be proposed. Th final rankings were to be based on best value, combining technical merit and pricing.

Phase I (the Capital Project) included the design, construction, manufacture, supply, installation, testing and commissioning of the fixed facilities (MIA Station, guideways, maintenance and storage facility, air conditioned pedestrian corridors with moving walkways connecting the MIA Station to the MIA Terminal, etc.) and the operating system of the MIA Mover APM System, except for certain facilities to be provided by the FDOT under the MIC Program. The time for performance to complete Phase I (Capital Project) of the MIA Mover was 3 years from the effective date of the Notice-to-Proceed. Phase II of the contract is the Operations and Maintenance of the Operating System for an initial five (5) year period, with Owner options to extend it in two, five year periods for an additional ten (10) years. At any time, the Owner can terminate any portion of Phase II (the Operations and Maintenance phase) for convenience and require the Contractor to train Owner designed personnel to take responsibility of the Operations and Maintenance of the System.

The RFP submissions included:

- A proposal guarantee
- CSBE Envelope containing only the CSBE Schedule of intent affidavit(s) (CSBE Participation Goal 11.54% for Phase I)
- CBE Envelope containing only the CBE Schedule of Participation and CBE Letters of Intent (CBE Participation Goal 1.52% for Phase I)
- A Technical Proposal addressing proposed designs, operating system technology, management, qualifications and the operations and maintenance approach, to comply with th Contract requirements, including future expansion opportunities
- A Lump Sum Pricing Proposal commensurate with the Technical Proposal, including for the Phase I Capital Proect, the Phase II Operations and Maintenance for the maximum anticipated

15 years of Operations and Maintenance and the potential future expansion of the System (as an Owner option).

The Responses and their Evaluation

Three proposals were received on the due date of February 22, 2006 including self-propelled and cable propelled technologies. The three proposers were Bombardier-PCL, LLC (utilizing Bombardier's self-propelled Innovia technology), Parsons Odebrecht Joint Venture (utilizing Mitsubishi Heavy Industry's self-propelled CrystalMover technology) and Slattery Skanska, Inc. (utilizing Doppelmayr's cable-propelled technology).

Slattery Skanska's proposal omitted the schedule of participation required to determine the proposer's compliance with the County's CBE Program. The balance of the package submitted did not provide the requisite commitment by Slattery Skanska to enter into written subconsultant agreements with identified firms for work in specified professional services representing particular percentages of the work. Accordingly, on March 13, 2006, Slattery Skanska was determined to be not responsive to the RFP and therefore an evaluation was never performed on its Technical Proposal (See March 13, 2006 Memorandum Exhibit A).

The Technical Proposal by Bombardier-PCL, LLC was evaluated and contained a series of material irregularities including failure to provide a proposal guarantee meeting the requirements of the RFP. On May 9, 2006, Bombardier-PCL was determined to be not responsive to the RFP (See May 9, 2006 Memorandum Exhibit B).

The Technical Proposal by Parsons Odebrecht Joint Venture (POJV) was evaluated and deemed to comply with the RFP. At its May 10, 2006 public meeting, the selection committee proceeded to evaluate POJV's technical proposal, assigned technical scores in accordance with the RFP, and opened POJV's Price Proposal. The remaining pricing proposals remained sealed as the other two proposers had been deemed not responsive.

The price offered by POJV at $286,943,467.00 was substantially higher than the County's budget for the project which was established at $221 million for Phase I (design and construction). Prior to the opening of proposals in May 2006, the Engineer's estimate was updated to $265 million to reflect current market conditions but MDAD's budgeted funding remained at $221 million. A negotiation committee was constituted on July 21, 2006 to attempt to negotiate a contract with POJV as the sole remaining responsive proposer.

POJV's proposal guarantee was due to expire on August 22, 2006, one hundred and eighty (180) days following the deadline for submission of the proposals. At the request of the County, POJV extended its proposal guarantee, but subjected the extension to additional material conditions not contemplated within the original RFP, namely that the project commence by a date certain and that the sureties were able to honor their commitments at the time the project was commenced. Because the proposal guarantee offered by POJV in response to the County's request for an extension contained material qualifications, POJV's response was deemed not further compliant with the requirements of the RFP. (See September 15, 2006 Memorandum Exhibit C).

Following that determination, on or about February 8, 2007, the Negotiation Committee met a final time and recommended to the County Manager to reject all proposals, to waive competitive bids, to continue negotiations with POJV, and, in the event no agreement was reached with POJV, to commence simultaneous negotiations with the other two firms. (See March 7, 2007 Memorandum Exhibit D).

Other considerations

Other factors affect my recommendation to reject the recommendation of the Negotiation Committee as set forth in this memorandum. The chief advantage to pursuing the current Committee recommendation would be in the interest of expediting the project; however, FDOT's construction of the MIC and its critical car rental facility has been substantially delayed. The bids received by FDOT for the construction were significantly over budget, giving rise to protracted negotiations. As a result, while the car rental facility was originally projected to be complete on August, 2008, its current projected opening date, dependent on a number of contingencies, is now January, 2010. The completion of that facility is, of course, critical to the MIA Mover because the purpose of the mover is to connect the completed facility to the airport. As a result, the delay experienced to date in the County's process, while substantial, has not affected the ultimate use as the MIA Mover operation is to come on line approximately 2 years after the completion of the RCF. If the Board approves this recommendation, it is anticipated that negotiations could commence within 60 days during which time all proposers would be brought to the same level of technical review. Notice to Proceed (NTP) could be given by early next year, with design and construction having an approximate 3 year duration.

Further, price considerations are a substantial factor in light of recent CIP cost increases. At this point, all 3 proposers have been deemed either non-responsive or non-compliant, narrowing the County's options and ability to engage in a best value procurement. As noted above, the RFP allowed for different technologies to be proposed to promote competition, yet the determinations on responsiveness and compliance have prevented the Committee from making a true assessment of all of the technologies in the marketplace. Putting all 3 proposers back into the process for a complete review with further evaluation and negotiation is more likely to result in a more technically sound and competitively priced project for the County. Considering the current project budget, it is in the County's best interest to negotiate with all 3 proposers to obtain the best value.

Beyond that, during this protracted process, the County has continued to conduct business in other matters with at least two of the firms involved in this solicitation, POJV and Bombardier. POJV is the contractor in the construction of South Terminal, currently scheduled to open in August, 2007 and is the contractor for the North Terminal Development. Bombardier is providing maintenance services on the Concourse E/Satellite-E APM System. The ultimate evaluation of the responsibility and technical qualifications of these firms should in my judgment take into account the recent experiences of MDAD in dealing with these two firms.

In addition, the Florida Statutes 255.20 (1) (c) allow, under specific circumstances, governing boards of local governments with established procedures for the waiver of competitive selection, to award construction contracts having an estimated cost exceeding $200,000 through a process other than competitive selection and when the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent (subparagraph 7); and subsection 10 (b) (II) In the event the project is to be awarded by any method other than a competitive selection process, the governing board must find evidence that: The time to competitively award the project will materially increase the cost of the project. Delays in the project will result in an increase in the project cost resulting from inflation of materials and labor (6% annually), as well as $16M per year to operate a consolidated bussing operation until the APM is on-line.

Proposed Process

To solicit the required design, construction, operation, maintenance and services, I would recommend that all responses be rejected, competitive bids be waived and the following methodology be followed:

1. I recommend that we negotiate with all of the respondents to the RFP who comply with the requirements of the structured negotiation which is described in this memorandum. The three respondents have gone through considerable time and expense in responding to the RFP, and participating in the County process. In any event, the three respondents represent the range of technology available to meet the required needs. Contemporaneous negotiations would foster competition and obtain the best value to Miami-Dade County.

2. The County would open the price proposals of all respondents wishing to be considered for award. This would eliminate any advantage enjoyed by those proposers whose prices were not opened because of their disqualification early in the process.

3. MDAD would update critical information relating to the Project, including stating a new series of assumptions relating to commencement and completion dates for the construction.

4. The Committee would allow the proposers to address the technical irregularities in the proposals which are deemed material and detrimental to the County's assurances of having the contract executed and performed in accordance with its terms. This would include the posting of a new proposal guarantee consistent with the requirements of the RFP.

5. The Committee would then enter into negotiations concurrently with all proposers who are deemed responsible and technically qualified. The negotiations may result in rescoping the project as necessary to bring the project within budget.

6. Following those negotiations, the Committee would recommend the negotiated contract which in the Committee's opinion represents the best value of Miami-Dade County. In making that determination, the Committee would be guided by the selection criteria set forth in the RFP, would attempt to establish a common negotiated scope amongst the proposers (if project re-scope is necessary). At all times the Committee would be guided by the selection criteria set forth in the RFP but would not be bound by any mechanical application of the point system set forth therein, as different proposers may have recommended different project scopes which would be impossible to compare.

7. I would forward the resulting recommendation for approval by the Board not later than early next year.

This process preserves competition between different proposers consistent with obtaining the best value for Miami-Dade County. It also provides the flexibility necessary to address changes in the project which may be required to meet budget constraints and to account for the airport's ongoing experience with these proposers.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: September 4, 2007

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

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

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

Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2007

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

From: George M. Burgess
County Manager

Supplement to
Agenda Item No:
8A1(a)

Resolution R-945-07

Subject: Supplemental Information Regarding the Recommendation to Reject all Proposals, and Follow Revised Process for the Miami International Airport (MIA) Mover Automated People Mover (APM) System
Project No. RFP-MDAD-04-04/J104A

This supplemental report is provided in response to questions raised at the July 19, 2007, Airport and Tourism Committee meeting and to provide the Board with additional information regarding the revised selection process, the track record/performance of the three proposers (Bombardier-PCL, LLC; Parsons-Odebrecht Joint Venture; and Slattery Skanska, Inc.) and the new Selection/Negotiation Committee.

Revised Selection/Negotiation Process

The revised process consists of six basic steps:

a. Confirm the continued interest of the firms in the contract award pursuant to this revised process. Reject those firms no longer interested and return any unopened packages from those firms.

b. Evaluate the technical proposal of Slattery Skanska, Inc. to the same degree of detail as the other two proposers and publicly open the Price Proposals from Bombardier-PCL, LLC and Slattery Skanska, Inc., as was done for the Price Proposal submitted by Parsons-Odebrecht Joint Venture;

c. Issue a written request for proposal updates. The requested updates will address the following items:
   - Identification of new essential requirements and deadlines for satisfaction of the same. The essential requirements shall be those which in the discretion of the Aviation Director afford the County sufficient assurances that the contract will be entered into and performed in accordance with its terms and shall include, at a minimum a new good faith proposal guaranty; updated licenses/certifications/authorizations documentation; team modifications; updated CBE/CSBE Project Participation forms to comply with the project participation provisions; updated documentation demonstrating compliance with the project's minimum requirements (technical, insurability, bond ability, etc.);
   - Technical Proposal updates to address any proposed modifications, value engineering, and/or potential scope alternatives.
   - Price Proposal updates to reflect modifications incorporated into the technical proposals or other conditions including the budget ceiling of $221 million as a part of this revised selection process.

d. Evaluation and Negotiations will follow a structured process to be conducted by the Selection/Negotiation Committee with the support of a fact finding technical review team. The fact finding technical review team will first evaluate, and obtain clarifications on the revisions to the proposals as needed to verify compliance with the project's minimum technical requirements and report their findings to the Selection/Negotiation Committee. Subsequently, the Selection/Negotiation Committee will conduct contemporaneous negotiates with all proposers to obtain the best and final prices from each proposer in the best interest of the County.

e. Rank the Proposals based on best value to the County with due consideration of Technical merit, price, budget, and local preference, among other considerations. Proposers will be evaluated based on the following technical criteria:
   - Team qualifications, resources and experience
   - Performance capabilities, capacities and features of the proposed system and infrastructure

- Project Management
- Operations and maintenance experience

Upon completion of these steps, the Selection/Negotiation Committee will provide their recommendation to the County Manager, who will then finalize the recommendation for submission to the Board for action.

Track Record/Past Performance

The track record/past performance of the three proposers was requested as part of the formal submittal in response the Request for Proposals and by calls made to project managers. As part of the revised process, the Selection/Negotiation Committee may further investigate the proposer's track record and past performance. Only two of the three proposers (Bombardier-PCL, LLC and Parsons Odebrecht Joint Venture) have current contracts with Miami-Dade County. The Selection/Negotiation Committee will consider the past performance of each of the proposers as part of their evaluation.

BOMBARDIER-PCL, LLC.

Miami-Dade Aviation Department

- Contractor: Bombardier
- Project/Service: Operation of Satellite E Transit Shuttle
- Representative: Arthur Buck
- Performance: Satisfactory

Miami-Dade Transit

- Contractor: Bombardier
- Project/Service: Metromover vehicle supplier
- Representative: Genaro Alvarez
- Performance: Satisfactory

Dallas Fort Worth International Airport

- Contractor: Bombardier
- Project/Service: Installation of inter-terminal connector
- Representative: Perfecto Solis, P.E., ADD AVP Project Development
- Performance: System was delivered within the terms of the contract and performance has exceeded availability requirements

Seattle-Tacoma International Airport

- Contractor: Bombardier
- Project/Service: Rehab of existing system
- Representative: Mark M. Reis, Managing Director
- Performance: Project was completed 2 years ahead of schedule and $3 million under budget

PARSONS-ODEBRECHT JOINT VENTURE (APM System by Sumitomo/Mitsubishi)

Miami-Dade Aviation Department

- Contractor: Parsons-Odebrecht
- Project/Service: South Terminal
- Representative: Max Fajardo
- Performance: Satisfactory

- Contractor: Parsons-Odebrecht
- Project/Service: North Terminal Development
- Representative: Juan Carlos Arteaga
- Performance: Satisfactory

- Contractor: Sumitomo/Mitsubshi
- Project/Service: North Terminal APM System
- Representative: Juan Carlos Arteaga
- Performance: Satisfactory

Minnesota Department of Transportation
- Contractor: Parsons Transportation Group
- Project/Service Hiawatha LRT Project
- Representative: Vicki L. Barron, P.E
- Performance: Recommends the Parsons Transportation Group be considered for planning, engineering services and project management assistance on any large infrastructure project.

Kobe New Transit Co., Ltd.
- Contractor: Mitsubishi
- Project/Service: System supplier
- Representative: Mr. Takeshi Kida, Director, Department of Transportation
- Performance: Vehicles have been operating reliably since February 21, 1990

SLATTERY SKANSKA, INC. (APM system by Doppelmayr)
Team has no prior contracts with Miami-Dade County.

Birmingham International Airport
- Contractor: Doppelmayr
- Project/Service: North Terminal Development
- Representative: Richard Heard, Managing Director
- Performance: Doppelmayr system has exceeded the service levels stated in the contract.

Mandalay Resort Group
- Contractor: Doppelmayr
- Project/Service: Mandalay Bay People Mover, designed and installed
- Representative: William A. Richardson, Director
- Performance: Doppelmayr delivered system on-time and on-budget.

Selection/Negotiation Committee
The new Selection/Negotiation Committee will be comprised of:

- John Cosper, MDAD — Deputy Aviation Director for CIP (Chairperson)
- Javier Rodriguez, MDX — Executive Director
- Fred Wise, FDOT — State Rail Manager
- Hugh Chen, MDT — Acting Deputy Director, Operations
- Ian Yorty, MDC — Director, Office of Capital Improvements

Project Budget and Construction Timeline

The project is being procured under one contract for two distinct phases. Phase 1 is the capital project involving the designing and building of the infrastructure (stations, guideway, maintenance facility, etc.); the designing, manufacturing, and installation of the operating system (vehicles, train control, traction power distribution system, etc.); and the integration, testing, and commissioning of the various components. Substantial completion of Phase 1 will constitute the beginning of passenger service. Phase 2 will be the Operation and Maintenance (O&M) of the Operating System.

The MDAD established project CIP budget for Phase 1 (capital project) is $221 million. The time for performance of Phase 1 from the effective date of the Notice-to-Proceed to substantial completion is 36 months. The Operation and Maintenance Phase (Phase 2) is for an initial 5 year term, with an option to extend the Operation and Maintenance Agreement up to 10 additional years in two 5-year increments. MDAD has the option to terminate the Operation and Maintenance Agreement (Phase 2) services, or portions thereof at any time, and have County Staff or others trained to provide the O & M services.

The key schedule driver for this project is to have the MIA Mover in operation no later than two years after the opening of the rental car center at the Miami Intermodal Center (MIC) which would thereby fulfill the County's commitment to the Florida Department of Transportation. Based on the latest information from the FDOT, the MIC facility is slated to be completed by December, 2009 which means the MIA Mover would have to be operational in December, 2011.

Based on the selection and negotiation process and project timetables outline, the anticipated schedule and key milestones for this project are as follows:

- Board approval of the Selection/Negotiation Process: 9/04/07
- Updated technical proposals and prices received 11/26/07
- Complete Technical Evaluation 12/21/07
- Complete Contemporaneous Negotiations & Rank Proposals 2/04/08
- Committee Recommendation to the Board 2/15/08
- Board Awards Contract 3/15/08
- County Issues Notice To Proceed 3/31/08
- Phase 1 Completed and System Operational 3/31/11

Hence, per the schedule, the project would be completed within the timeframe necessary to fulfill the County's commitment to the FDOT.

Assistant County Manager

EXHIBIT A

MARCH 13, 2006 MEMORANDUM

Memorandum

MIAMI-DADE COUNTY

To:	Marsha E. Jackman Director Department of Business Development	Date:	13 March 2006
From:	John McInnis Assistant County Attorney	Subject:	RFP MDAD J104A MIA Mover

This office has been asked whether a bid submitted by Slattery Skanska, Inc., in connection with the above-described design-build project, is "responsive" within the meaning of Miami-Dade County's community business enterprise ordinance for architectural, landscape architectural, engineering, and surveying and mapping professional services ("CBE A/E program"), §§2-10.4.01, *et seq.*, Code of Miami-Dade County. The Board of County Commissioners has established a 1.5% CBE A/E subconsultant goal for this project, as well as a 5.4% community small business enterprise ("CSBE") subcontractor goal.

The CBE A/E program, including the ordinance, Administrative Order 3-32 ("AO 3-32"), and participation provisions promulgated thereunder, requires all respondents to submit a schedule of participation at the time of proposal submission identifying all CBE A/Es to be utilized to meet a CBE A/E goal, the professional service designation of the work each CBE A/E firm is to perform, and the percentage of such work. As provided in the A.O. 3-32 and the participation provisions, the schedule of participation constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE A/Es listed are qualified and available to perform as specified. The schedule of participation is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant or subcontractor agreements with the identified CBE A/Es for professional services at the percentages set forth in the schedule of participation. *See* A.O. 3-32, IX (Agreement Administration – Subconsultant Goals); CBE Participation Provisions, § E (2) (a) (i).

The aviation department submitted for review a bid by Slattery Skanska, Inc. ("Slattery Skanska"). Slattery Skanska's bid package omitted the schedule of participation form and required information could not be gleaned from an exhaustive review of the submittal. Slattery Skanska's bid package included a table of organization, a breakdown of proposed team personnel, and 6 signed letters of intent from CBE A/E firms. Absent from Slattery Skanska's bid is documentation equivalent to a commitment that, if awarded the contract, Slattery Skanska would enter into written subconsultant agreements with the identified CBE A/Es for designated professional services representing specific percentages of work. The letter of transmittal, while signed by Slattery Skanska's exective vice president, does not identify the CBE A/Es to be utilized to meet the goal, the professional service designations of participating CBE A/E firms, or show the percentages of work such firms would perform. The table of organization is unsigned, does not identify the professional service designations of the firms listed, and does not provide the percentages of work to be performed. The letters of intent, each signed by an identified CBE A/E firm, are unsigned by Slattery Skanska. Nothing in the bid package provides the required assurance of a commitment by Slattery Skanska to enter into written subconsultant agreements with identified firms for work in specified professional services representing particular percentages of work. Based on the foregoing, it is the determination of this office that Slattery Skanska's bid is non-responsive.

EXHIBIT B

MAY 9, 2006 MEMORANDUM

MEMORANDUM

107.07-17A

TO: Margaret Hawkins-Moss
MDAD Contract Officer

Deborah Bovarnick Mastin

FROM: Deborah Bovarnick Mastin
Assistant County Attorney

DATE: May 9, 2006

SUBJECT:
Responsiveness to MIA Mover APM System RFP No. MDAD-04-04 MDAD Project No. J104A

QUESTIONS

In your memorandum of April 19, 2006, you have asked whether Bombardier-PLC, LLC, is a responsive proposer to the above captioned Request for Proposals ("The Proposer"). You have identified four items for this office to address. I will respond to each item separately.

CONCLUSION

The Proposer is non-responsive because it and its first tier subcontractors fail to hold the certifications required by the solicitation document, because the proposal guaranty bond submitted does not meet the requirements of the solicitation documents, and because the Proposer improperly qualified its proposal response and its proposal guaranty. Not only is the proposal guaranty conditional, but without a further consent of the Proposer, it is not enforceable by the County. Additionally, there is a question about whether the Proposer holds any valid certification issued by the Construction Industry Licensing Board of the Florida Department of Professional Regulation. Failure to satisfy any one of these four items would be sufficient to prevent the Proposer from being evaluated any further for this project. Its proposal is not eligible for consideration for award.

BACKGROUND

With its MIA Mover APM System MDAD Project No. J104A, the County seeks a proposer to offer a turnkey system for a Design-Build-Operate-Maintain contract. The project includes design, construction, procurement, fabrication, installation and maintenance of an electric rail system to bring passengers from the Miami Intermodal Center presently under construction by the State of Florida across LeJeune Road from Miami International Airport to the Terminal Building at the airport. In the fifteen months prior to the bid due date, the County issued more than twenty separate addenda, each of which modified the requirements of the bid solicitation documents in response to hundreds of questions posed by the proposers. The technical and qualifications portion of three proposals were opened on February 22, 2006. Price envelopes were also received at that time, but have not yet been opened. Another proposer has separately been found non-responsive for failure to comply with the CBE requirements of the solicitation

documents. As a result of this opinion, only one proposer remains in competition. This opinion does not address the responsiveness of that remaining proposer.

ANALYSIS

Section 5.3 of the Instructions to Proposers (ITP), identifies three responsiveness issues in this solicitation: (i) that the proposer hold the appropriate certifications and licenses required by Section 3.16 ITP of the solicitation, (ii) that the proposer furnish a Proposal Guaranty compliant with Section 3.5 ITP, and (iii) that the proposer comply with the CBE and CSBE participation requirements of the solicitation. The Department of Business Development has previously determined that this Proposer is compliant with the CBE and CSBE provisions of the RFP.

Technical Certifications

Section 3.1(3) ITP requires a proposer or its first tier subcontractors to hold sixteen specified different technical certifications. Section 6.0 Part 5 ITP specifically identifies those required certifications and licenses as "Responsiveness Criteria".

The Proposal indicates that all work to be awarded to the Proposer will be subcontracted to either PCL Civil Constructors, Inc. or to Bombardier Transportation (Holdings) USA, Inc., making those two corporations the only first tier subcontractors. The Proposal also indicates that neither first tier subcontractor nor the Proposer holds any of the required technical certifications. Thus, this Proposer is non-responsive.

Proposal Guarantee

In order to be found responsive, Section 3.5 ITP Proposal Guaranty requires a proposer to furnish a single bond on the form attached to the solicitation documents "executed by the proposer as Principal". The required Proposal Bond form binds the Principal to the County in a single bond with a penal sum of fourteen million dollars ($14,000,000).

The Proposer failed to submit a Proposal Guaranty bond as required by the solicitation documents. Instead, its first tier subcontractors each submitted a proposal guaranty bond on a form it modified to state that the Principal is bound to the Proposer (not the County) and that the "Principal has submitted the attached Bid *and Letter of Qualification*" (emphasis added) along with a "Dual Obligee Rider" in favor of Miami-Dade County as a Named Obligee, and further states "There shall be no liability on the part of the Principal or Surety under this bond to the Obligees... unless the Obligees accept their respective proposals by PCL Civil Constructors, Inc. to Bombardier-PCL, LLC and Bombardier-PCL

LLC's proposal, as modified by its Letter of Qualifications". The two proposal guaranty bonds are in the separate amounts of four million dollars and ten million dollars respectively.

The solicitation documents were unambiguous and consistent in their requirements with regard to the certification requirements of proposers that may have chosen to organize themselves as an LLC.[1] The failure to furnish a proposal guaranty bond that complies with the solicitation terms renders the solicitation non-responsive. Section 2.5 (K) ITP states that a proposal "not accompanied by the Proposal Guaranty" shall be rejected.

---

[1] During the solicitation process two questions were posed to the County that are relevant to this situation. Answers to the questions were furnished to all proposers on February 10, 2006 as follows:

No.	Reference in Bid Documents	Questions
81	Vol. I, ITP 6.0	*If the proposer is a Limited Liability Corporation (LLC), does the use of the financial qualifications and experience of the member companies of the LLC satisfy the requirements of ITP 6.0 subpart 5?*

RESPONSE: Proposers who are limited liability corporations may follow the financial disclosure requirements for joint ventures, in Appendix 4 of the Instructions to Proposers, for each member of the corporation. For a all other purposes in connection with this solicitation, including but not limited to, certification, registration, licensure, bonding and local preference requirements, limited liability corporations will be treated like any other corporation.

* * * *

207	Page ITP 16; Response to Request for Clarification#81	*Owner requires joint venture entities, including LLCs, to qualify as separate distinct entities for purposes of certifications, registrations, licenses, bonding and local preference requirements. Contractor requests that Owner allow joint venture or LLC proposers to bid in the name of the entity they have formed but submit qualifications and satisfy the requirements of the State of Florida Department of Professional Regulation up to the time of bid evaluation.*

RESPONSE: No, No Change to RFP Documents.

Letter of Qualification

The Proposer submitted its proposal with a "Letter of Qualification". That letter includes several exceptions that vary from the requirements of the solicitation documents. These exceptions include: (i) "Securities" – The Proposer will not furnish any bonds to County as required by the solicitation documents. Instead, its two first tier subcontractors will each furnish bonds for their respective portions of the work with the County named as a dual obligee on the bonds; neither subcontractor will be responsible for the work of the other; (ii) "Reliability down-time events" - The Proposer rejects the requirements in the solicitation documents that Reliability Down Time Events will be a condition of substantial completion and Final Acceptance; (iii) "Operations and Maintenance" – The Proposer states that the allowance account in the solicitation documents will "take into account" payment from a deductible or self-insured retention, and that this amount is not part of its price proposal; (iv) "Insurance" –The Proposer rejects the requirement in the solicitation documents that insurance claims must be resolved within 90 days; (v) "Retainage" - The Proposer rejects the terms of the solicitation documents with regard to the amount of retainage to be withheld.

Each of these qualifications would offer the Proposer an economic advantage not enjoyed by other proposers that responded to the solicitation, and accordingly renders the Proposal non-responsive.

Appropriate certifications and licenses

The Proposer furnished as evidence of its qualifications as a certified contractor a letter from the State of Florida Department of Business and Professional Regulation Construction Industry Licensing Board, which confirms that the Proposer is eligible to bid under Rule 61G4-15.0022 F.A.C. as a joint venture.

As the Proposer is not organized as a joint venture, this office has asked the Department to confirm that as of the due date of the proposals, the Proposer was indeed eligible to bid under the rules of the Construction Industry Licensing Board.

EXHIBIT C

SEPTEMBER 15, 2006 MEMORANDUM

Memorandum

MIAMI-DADE COUNTY

Date: September 15, 2006

To: Margaret Hawkins Moss
Aviation Sr. Procurement Contract Officer

06 SEP 19 AM 8:54

From: Deborah Bovarnick Mastin
Assistant County Attorney
County Attorney's Office

Subject: Legal Opinion
MIA Mover APM System RFP
RFP No. MDAD-04-04/J104A

You have asked whether the submission by the proposer Parsons Odebrecht Joint Venture of a proposal guaranty bond extension that is subject to a condition renders the proposer non-responsive.

Yes. By extending its proposal guaranty bond for 90 days on the condition that the County issue a notice to proceed for the project on or before January, 2007, the proposal is no longer responsive to the RFP. This office understands the circumstances leading to your question as follows:

> The RFP does not provide a date certain by which a notice to proceed must be issued. It does provide that upon award of this contract, the successful proposer has a certain number of days in which to supply the County with a performance and payment bond and with proof of the required insurance. The RFP further provides that notice to proceed will not be issued to the proposer until after these requirements had been met, and that failure to meet these requirements will be grounds for vitiating the award and calling the Proposal guaranty.
>
> Proposals on this project were opened on February 22, 2006. At that time, POJV submitted a proposal guaranty that staff found compliant with the RFP. The guaranty furnished by POJV was, as required, effective for 180 days. As the guaranty neared expiration, and no recommendation concerning award had been resolved, the County requested that POJV extend its proposal guaranty for an additional period of time. In response to that request, POJV furnished a letter from its sureties expressly stating that the guaranty was being extended on the condition that the County issue a notice to proceed prior to a specified date.

Accordingly, POJV's proposal has become non-responsive to the request as solicited; a bid waiver would be required in order to award to this proposer.

This opinion assumes that an award would be recommended to the Board of County Commissioners on the terms submitted by the proposer. If the County Manager determines that it would be in the County's interest to recommend an award on materially different terms, conditions or scope than those in the proposal submission, a bid waiver would be required separate and apart from the considerations discussed in this opinion.

EXHIBIT D

MARCH 7, 2007 MEMORANDUM

Date: March 7, 2007

Memorandum

MIAMI-DADE COUNTY

To: George M. Burgess
County Manager

From: Margaret Hawkins Moss
Contracting Officer
Aviation Department

Subject: Negotiation Committee Report-MDAD
RFP for MIA Mover Automated People Mover (APM) System,
Project No. RFP-MDAD-04-04

As authorized by Administrative Order 3-38 and the County Manager's memorandum dated July 21, 2006, the appointment of Negotiation Committee ("Committee") met and conducted the negotiation process for the subject services on August 22, 2006, August 23, 2006, August 24, 2006, September 15, 2006, and February 8, 2007. This process was conducted in accordance with the procedures specified by the Request for Proposals (RFP), as described in the attached summary minutes of those meetings.

RECOMMENDATION

Is recommended that the Board of County Commissioners (1) reject all proposals for the MIA Mover Automated People Mover ("APM") System, Project No. RFP-MDAD-04-04/J104A, (2) Continue negotiations with POJV, and in the event that we do not reach accord with POJV, then open negotiations with the other two (2) firms at the same time and move through the same process viz. technical evaluation, scoring, opening financial proposals and ranking. Upon successful completion of negotiations, I will make a recommendation to the Board to award a contract to the firm that has agreed to the most favorable terms for the County.

NEGOTIATION COMMITTEE MEETING OF AUGUST 22, 2006

MDAD and the non-voting Technical Advisor, on the Estimate of the Probable Cost, provided the Negotiation Committee with a briefing, and the MDAD established budget for the project. Apparent discrepancies in the POJV Schedule B of the Pricing Form were discussed and corrected. POJV provided an overview of their price proposal and a comparison with the Estimate of Probable Cost. Negotiation Committee noted that there was a "gap" between the budget and the estimate of probable cost, and that the aim was to bridge the gap between the budget and the proposal. Discussions on cost areas took place, including cost of insurance and bonds. Discussions on the Phase II (Operations and Maintenance) costs took place in comparison with the annual labor estimate prepared by MDT. Additional discussion items included compatibility between the NT APM System and the proposed MIA Mover APM system, compliance with the Qualified Management Contracts requirements for Phase II, and upcoming meeting schedules.

NEGOTIATION COMMITTEE MEETING OF AUGUST 23, 2006

The Negotiation Committee was briefed by MDAD and the non-voting Technical Advisors, on the "macro level" analysis of the proposed MIA Mover operating system price proposal in comparison to the NT APM System. POJV provided a briefing on the MIA Mover compatibility to the NT APM System. It was confirmed that there is spare parts and maintenance compatibility between the two systems, and that project schedules and other logistical design considerations (train lengths, 2-car vehicle versus 3-car vehicles, sterile passenger Negotiation

segregation, etc.) introduce challenges to the issue of interchangeability of the NT APM cars and the MIA Mover cars for operational purposes. Discussions were held about opportunities for reducing the proposal prices and these would be continued at the next meeting.

NEGOTIATION COMMITTEE MEETING OF AUGUST 24, 2006

Discussions were held on potential scope reductions that would reduce the proposal prices. Steps leading to Contract Award (with anticipated schedule) were discussed. Discussions were held on the need for POJV to further extend their proposal guaranty, beyond the November 22, 2006 date. POJV requested that the negotiations move forward with a goal on expeditious award, and based on actual progress the issue would be revisited. Options related to insurance cost reductions were discussed with MDAD Risk Management input. For the purpose of continued negotiations, the costs of bonds and insurance were isolated. The Negotiations Committee developed and put forward an offer for consideration by POJV, who expressed concerns and it was agreed that both parties required time for further consideration.

NEGOTIATION COMMITTEE MEETING OF SEPTEMBER 15, 2006

The Negotiation Committee was advised on the pending legal opinion on the issue of responsiveness as related to POJV's condition for extending the Proposal Guaranty and price guarantees. Negotiation Committee also introduced and discussed the issue that recently received bids on the FDOT MIC Rental Car Facility were substantially higher than the budget. FDOT was in process of analyzing the bids, and available options and that a delay to the MIC program was imminent; with the extent of delay being unknown. POJV offered potential solutions to help mitigate the schedule issues and not delay the MIA Mover project or create impacts on the MIC. Negotiation Committee voted to postpone the negotiations at this time. POJV addressed the Committee and expressed their willingness to help mitigate MIC project schedule issues if the MIC project is delayed without delaying the issuance of the MIA Mover NTP.

NEGOTIATION COMMITTEE MEETING OF FEBRUARY 8, 2007

The Negotiation Committee was advised on the County Attorney memoranda of September 15, 2006 and February 7, 2007; status of the Metrorail extension to the Airport (to replace the MIA Mover); and status of the FDOT MIC Rental Car Facility program. Negotiation Committee invited public comments from representatives of
the three (3) proposers (who each made comments), and from the public. Negotiation Committee, in due consideration of the information presented, discussed various options/alternatives and their relative merit in the "best interests of the County", and then unanimously passed a motion to "*Recommend to the County Manager to reject all proposals, continue negotiations with POJV, and in the event that we do not reach accord with POJV, then open negotiations with the other two (2) firms at the same time and move through the same process viz. technical evaluation, scoring, opening financial proposals and ranking.*"

Attached are the following items to substantiate the Committee's actions to date:

Summary Minutes of Negotiation Meeting of August 22, 2006
Summary Minutes of Negotiation Meeting of August 23, 2006
Summary Minutes of Negotiation Meeting of August 24, 2006
Summary Minutes of Negotiation Meeting of September 15, 2006
Summary Minutes of Negotiation Meeting of February 8, 2007

c: Clerk of the Board of County Commissioners

NEGOTIATION COMMITTEE
John W. Cosper, MDAD, Chairperson
Max Fajardo, MDAD
Jose Diaz, HNTB
Javier Rodriguez, FDOT

TECHNICAL ADVISORS (NON-VOTING)
Genaro (Steve) Alvarez, MDT
Sanjeev N. Shah, Lea + Elliott

CONTRACTING OFFICER
Margaret Hawkins Moss, MDAD

STAFF
Franklin Stirrup, MDAD

Attachment B

MIAMI INTERNATIONAL AIRPORT

Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102
T 305-876-7000 F 305-876-0948
www.miami-airport.com

miamidade.gov

Commercial Airport:
Miami International Airport

General Aviation Airports:
Dade-Collier Training & Transition
Homestead General
Kendall-Tamiami Executive
Opa-locka Executive

September 10, 2007

Mr. Michael J. Lembo
Executive Vice President
Slattery Skanska Inc.
16-16 Whitestone Expressway
Whitestone, NY 11357

Re: MIA Mover Automated People Mover System
At Miami International Airport
Project No. RFP-MDAD-04-04-R/J104A

Dear Sirs:

On December 16, 2004 the Request for Proposals ("RFP") for the subject project was advertised by the Miami-Dade Aviation Department and on February 22, 2006 a proposal was received from your team in response to the RFP, and proposals were received from two (2) other teams. Subsequently, all proposals were found non-responsive and/or non-conforming and as you are aware on September 4, 2007 the Board of County Commissioners approved item 8A1A and the Supplemental item that:

a) Rejected all proposals received in response to the subject RFP.
b) Waived competitive bidding in connection with the rejection of proposals pursuant to Section 2-8.1 (b) of the County Code and Section 5.03(D) of the Home Rule Charter.
c) Approved a bid waiver under Florida Statutes 255.20 (1) (c) to authorize the structured negotiation process described in attached document. As outlined, the intent of the approved process is to determine the firm which offers the best value to the County in the delivery of the design, construction, operation and maintenance services which are the subject of the solicitation, and approved a new process as outlined in the attached documents.

The approved structured process, as authorized above, is beginning and the County hereby request confirmation your team's interest in participating in the approved process. Please indicate the position of your team by checking the appropriate box below and signing and dating this letter and returning the signed original by mail to the address above and faxing a copy to 305-876-8068. Failure to respond to this letter (receipt of your response by the Senior Procurement Contract Officer) within seven (7) calendar days from the date of this letter shall be considered as "not interested in participating."

Should you have any questions or comments, please contact me at 305-869-1421.

Mr. Michael J. Lembo
Executive Vice President
Slattery Skanska Inc.
September 10, 2007

Attachments: Board of County Commissioners approved item 8(A) (1) (A) and the Supplemental item.

☑ YES, WE ARE INTERESTED IN PARTICIPATING.

☐ NO, WE ARE NOT INTERESTED IN PARTICIPATING.

Michael Lembo 9/14/07

Signature Date

Michael J. Lembo SVP

Print Name/Title

Sincerely,

Margaret H. Moss

Margaret Hawkins Moss
Senior Procurement Contract Officer

CC Clerk of the Board
Office of the Inspector General (Tanya Jackson)
County Attorney (Deborah Mastin)

From: donald.moore@hklaw.com

Sent: Wednesday, January 09, 2008 3:12 PM

To: Moss, Margaret Hawkins (Aviation)

Cc: steven.thompson@earthtech.com; bobirk.pedersen@doppelmayr.com; trip.belote@doppelmayr.com; mad@degrandylaw.com; Valverde, Olga (COC)

Subject: RE: MDAD #J104A (the "MIA APM Project")

Dear Ms. Moss:

I am legal counsel to DCC Doppelmayr Cable Car GmbH & Co. ("DCC"), the proposed people-mover systems supplier for Slatte Skanska, Inc. ("Skanksa") in connection with the MIA APM Project. We regret to inform you that, as of the proposal submission deadline of today, the Skanska-DCC team will not be submitting a proposal on the MIA APM Project. Although additional time w extended for the proposal submission, the Skanska-DCC team collectively could not resolve various commercial issues in time t present an acceptable proposal. Should the time line be further extended or should MDAD re-bid the project, DCC believes that that a competitive and attractive proposal could be submitted.

If you have any questions, please feel free to contact me by reply email or at 305 789 7638.

Holland + Knight

Donald Pierce Moore
Holland & Knight LLP
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Suite 3000
Miami, FL 33131

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September 10, 2007

RECEIVED
SEP 10
PCL CIVIL CONSTRUCTORS
SE DISTRICT OFFICE

Mr. Edward A. Gordon, Officer;
Mr. Jerry D. Harder, Officer
Bombardier, PCL, LLC
3810 Northdale Boulevard, Suite 200
Tampa, FL 33624

Re: MIA Mover Automated People Mover System
At Miami International Airport
Project No. RFP-MDAD-04-04-R/J104A

Dear Sirs:

On December 16, 2004 the Request for Proposals ("RFP") for the subject project was advertised by the Miami-Dade Aviation Department and on February 22, 2006 a proposal was received from your team in response to the RFP, and proposals were received from two (2) other teams. Subsequently, all proposals were found non-responsive and/or non-conforming and as you are aware on September 4, 2007 the Board of County Commissioners approved item 8A1A and the Supplemental item that:

a) Rejected all proposals received in response to the subject RFP.
b) Waived competitive bidding in connection with the rejection of proposals pursuant to Section 2-8.1 (b) of the County Code and Section 5.03(D) of the Home Rule Charter.
c) Approved a bid waiver under Florida Statutes 255.20 (1) (c) to authorize the structured negotiation process described in attached document. As outlined, the intent of the approved process is to determine the firm which offers the best value to the County in the delivery of the design, construction, operation and maintenance services which are the subject of the solicitation, and approved a new process as outlined in the attached documents.

The approved structured process, as authorized above, is beginning and the County hereby request confirmation your team's interest in participating in the approved process. Please indicate the position of your team by checking the appropriate box below and signing and dating this letter and returning the signed original by mail to the address above and faxing a copy to 305-876-8068. Failure to respond to this letter (receipt of your response by the Senior Procurement Contract Officer) within seven (7) calendar days from the date of this letter shall be considered as "not interested in participating."

Should you have any questions or comments, please contact me at 305-869-1421.

Mr. Edward A. Gordon, Officer;
Mr. Jerry D. Harder, Officer
Bombardier, PCL, LLC
September 10, 2007

Attachments: Board of County Commissioners approved item 8(A) (1) (A) and the Supplemental item.

☑ YES, WE ARE INTERESTED IN PARTICIPATING.

☐ NO, WE ARE NOT INTERESTED IN PARTICIPATING.

9/13/07	9.17.07
Signature Date	Signature Date
Edward A. Gordon	JERRY D. HARDER
Print Name/Title	Print Name/Title

Sincerely,

Margaret Hawkins Moss
Senior Procurement Contract Officer

CC Clerk of the Board
Office of the Inspector General (Tanya Jackson)
County Attorney (Deborah Mastin)

Bombardier-PCL, LLC
3810 Northdale Boulevard, Suite 200
Tampa, Florida 33624
p 813.264.9500
f 813.264.6689

January 9, 2008

Ms. Margaret Hawkins Moss
Aviation Senior Procurement Contract Officer
MDAD – Contracts Administration Division
4200 NW 36th Street Building 5A, 4th floor
Miami, FL 33159

Reference: MIA Mover APM System
MDAD CIP Project No. J104A / RFP No. MDAD-04-04R

Dear Ms. Hawkins Moss:

With regard to RFP No. MDAD-04-04R, MIA MOVER APM System, the Bombardier-PCL, LLC Team is regretfully withdrawing from this procurement. Although we responded positively that our Team was interested in participating in the County's approved process for re-bidding in September 2007, we have carefully reviewed the new Supplemental Instructions to Proposers issued by the County on October 22, 2007 as well as the County's responses to our questions and concluded the following:

1. The County's current published project budget established at a maximum of $200 million is not sufficient to construct the project. Comparing this budget with the actual bid results submitted by the three bidders in February 2006, the actual bid results exceed the County's "maximum" budget. Upon review of the new Supplemental Instructions To Proposers issued by the County, there is no significant reduction in scope or system requirements that could make-up for the difference between the 2006 actual bids, that are now approximately 2 years old, and the County's budget. Therefore, it is highly unlikely that any legitimate proposal could be submitted and fit within the County's published "maximum" budget.

2. The County's current published project budget does not provide a level playing field for the different technologies being solicited. Consider that in October 2004, Miami-Dade County developed and published, on the Miami Airport website, preliminary cost estimates for three system configurations that could be proposed

for the MIA Mover. The three different systems and their respective cost estimates, in 2004 dollars, were:

- Self-Propelled technology operating in Pinch-Loop Mode - $204,838,260 (identified by the County as its preferred alternative)
- Self-Propelled technology operating in Shuttle Mode - $197,361,059
- Cable-Driven technology operating in Shuttle Mode - $162,529,018

Comparing the County's 2004 cost estimates for the various system technologies, Miami-Dade valued the cable-driven technology at approximately 20% less than its stated preferred alternative, the self-propelled technology operating in pinched-loop mode. However, the new evaluation criteria contained in the Supplemental Instructions To Proposers does not consider that the cable-driven technology provides a lower level of passenger service than the self-propelled technologies. In fact, the new Supplemental Instructions to Proposers provides a calculation for determining a Proposer's Total Proposal Score based on the same Project Budget of $200 million, no matter what technology is being proposed. This scoring clearly favors the lower-performance, lower-value, cable-driven technology.

3. The new Supplemental Instructions to Proposers stated that "non-responsive issues that arose during the previous cycle of this solicitation can be cured by proposers...". However, when Bombardier-PCL, LLC submitted a question requesting approval to restructure its proposing entity to cure its non-responsive issue, the County issued a response based on a Legal Opinion that suggested the restructuring would be inconsistent with the precise language of Resolution R945-07 and would require approval from the Mayor and Board. Essentially, this would require Bombardier-PCL, LLC to submit a non-responsive bid.

Therefore, based on the above considerations, the Bombardier-PCL, LLC has regretfully decided to withdraw from the procurement for the MIA Mover APM System.

Sincerely,

Jerry D. Harder
Bombardier-PCL, LLC
Officer

Edward A. Gordon
Bombardier-PCL, LLC
Officer

ATTACHMENT C

APPENDIX A
OWNER DIRECT MATERIAL PURCHASES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Owner, being exempt from Sales and Use Tax, may elect to directly purchase certain items on this Project for the purpose of realizing a Sales and Use Tax savings. The Contractor shall remain fully responsible for choosing vendors, determining quantities, coordinating delivery, scheduling purchases and deliveries, unloading the items, on-site storage, and all other normal practices for a construction project. If this option is elected, the Owner will execute a purchase order with the vendors to purchase the items directly, without Sales and Use Tax, for items determined by the Contractor and Owner to be suitable for purchase under this program. A general list of items that may be directly purchased via the method outlined herein is included below. Items may be added to or deducted from this list. A minimum purchase threshold of $50,000 will be maintained for all purchases to be made under this system. The Contractor shall carry the cost of a person or persons necessary to coordinate this purchasing process with the Owner as part of this base bid.

1.02 BID REQUIREMENT

A. In its Bid, the Contractor carried and directed his Sub-contractors to carry applicable Florida Sales and Use Tax on all supplies, material and equipment to be purchased as part of the work in accordance with applicable State Laws.

PART 2 PRODUCTS

2.01 PROPOSED PURCHASES BEING CONSIDERED BY THE OWNER

A. The Owner is considering the items listed below for tax-exempt direct purchase after receipt of a Technical Assistance Advisement Letter from the State of Florida, Department of Revenue approving same.

1. Reinforcing Steel including Welded Wire Mesh
2. Precast Concrete
3. Stone (Exterior and interior)
4. Structural Steel and Miscellaneous Metals
5. Metal Deck
6. Roofing Materials
7. Hollow Metal Doors and Frames
8. Wood Doors
9. Toilet Accessories
10. Elevators and Lifts
11. Fire Pump and Suppression System
12. Windows

58

13. Cooling Tower
14. Pumps
15. Air Handling Units
16. Switchgear & Transformers
17. Traction Power Substation
18. Sound Communications and Security Equipment
19. Motor Starters
20. Emergency Generators
21. Irrigation equipment and piping
22. Lighting Systems
23. Site accessories
24. Asphalt/Concrete Paving
25. Concrete Pavers
26. Sanitary Sewage System
27. Storm Drainage System
28. Electrical Systems (example – duct banks)
29. Mechanical Systems (example – piping and ducts)
30. Water Supply and Plumbing Systems
31. Landscaping
32. Concrete Material
33. Concrete Unit Masonry
34. Expansion Joints and Cover Assemblies
35. Architectural Woodwork
36. Joint Sealant and Acoustical Treatment
37. Building Insulation and Air Barrier
38. Cementitious Fireproofing
39. Finish Hardware
40. Coiling Doors and Grilles
41. Powered Swing Doors
42. Curtain Wall Glazing package
43. Gypsum Board System
44. Tile & Grout
45. Epoxy
46. Metal Wall and Ceiling Panels
47. Wall Treatment
48. Wood Flooring
49. Resilient Flooring and Accessories
50. Carpet
51. Fabrics and Wall Coverings
52. Toilet Partitions
53. Metal Wall Louvers, Grille and Screens
54. Miscellaneous Building and Guideway Finishes
55. Sign Package, Marquee Sign and Corner Stone
56. Furniture, Fixture and Equipment Package
57. Storm / Flood Protection at Windows and Doors
58. Fall Arrest System
59. Demountable Platforms & Rails

60. Curtain Wall Framing Package including Platform Screen Walls and Doors
61. Guideway and Building Bearings

PART 3 EXECUTION

3.01 PROCEDURES

A. A copy of the standard Miami-Dade County Purchase Order (see sample copy) is included herein for reference. The Contractor shall execute or shall direct his Sub-contractors to execute a standard Purchase Order Requisition Form, to specifically identify the materials, which the Owner will purchase directly. Any specific terms negotiated with the vendor i.e. payment terms, warranties, retainage, etc., shall be noted on this form. After approval of the Purchase Requisition Form by the Owner, the Contractor shall prepare a Purchase Order for the items identified in Section 2.01 of this Appendix, for the Owner's signature. Pursuant to the Purchase Order, the vendor shall provide the required quantity of materials at the price established in the vendor's quote to the Sub-contractor or Contractor, less the Sales and Use Tax associated with such price. Promptly upon receipt of the Purchase Order, the Contractor shall verify the Terms and Conditions of the Purchase Order, prior to its issuance to the Vendor. The Purchase Order shall require the Vendor to bear the risk of lost until delivery F.O.B. (free on board) jobsite. It shall also require the delivery of the items purchased on the date specified by the Contractor or Sub-contractor in the Purchase Order Requisition Form, and shall indicate F.O.B. job site. All vendors will be required to comply with the terms of the Purchase Order, including having a valid vendor number. In addition, all vendors must comply with the requirements to become a registered vendor as outlined in the County's Department of Procurement Management's Business Entity Registration Application and all applicable legislation, including the relevant affidavits. Refer to the Bid documents for complete instructions.

B. Simultaneously, upon completion of each purchase a deduct work order will be executed with the Contractor against the lump sum contract amount for the full amount of the purchase, excluding any amount of Florida Sales and Use Tax that would have been applicable to the purchase. The Florida Sales and Use Tax savings have been prepaid to the Owner by the Contractor in the Negotiated Phase I price.

C. The Contractor shall be fully responsible and/or shall direct the applicable Sub-contractors to be fully responsible for all matters related to the receipt of the materials furnished by the Owner under this program, including but not limited to, verifying correct quantities, coordinating purchases, providing and obtaining all warranties required by the Contract Documents, inspection and acceptance of the goods at the time of delivery and any negligence by the Contractor or its agents which results in loss or damage to equipment or materials following acceptance by the Owner. The Contractor shall coordinate and shall direct his Sub-contractor (if applicable) to coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall unload the materials and provide storage and protection of the goods through installation. The Contractor agrees to indemnify and hold harmless the Owner from any and all claims

of whatever nature resulting from non-payment to suppliers arising from the actions or directions of the Contractor. As Owner purchased materials are delivered to the job site, the Contractor shall visually inspect all shipments and approve review the vendor's invoice for material delivered. The Contractor shall furnish to the Owner documentation such as a delivery ticket to identify the Purchase Order against which the purchase is made. The Owner will assign purchasing staff to verify and audit the accuracy of all Direct Purchase documents.

1. The Contractor shall ensure and/or direct the applicable Sub-contractors, suppliers and/or vendors to directly invoice the Owner for payment on the items that the Owner purchases directly.

D. The Contractor shall ensure that the directly purchased materials conform to the Specifications and Drawings, determine prior to incorporation into the work whether they are patently defective, and whether the materials are identical to the materials ordered and match the description on the Bill of Lading. If the Contractor or a Subcontractor discovers defective or non-conformities in the Owner Purchased material upon such visual inspection, the Contractor shall not utilize or shall direct his Sub-contractor to not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Contractor shall direct his Sub-contractor to notify the Owner, through the Contractor, of such occurrence. If the Sub-contractor fails to perform such inspection and otherwise incorporates Owner Purchased materials, the conditions of which it either knew or should have known by performance of an inspection, the Contractor shall be responsible for correcting the affected Work and shall not be entitled to seek a Delay to the Work, whether Compensable or Non-Compensable.

E. The Contractor shall maintain records of all Owner Purchased materials.

F. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.

G. Notwithstanding the transfer of Owner Purchased materials by the Owner to the Contractor's possession, the Owner shall retain title to any and all Owner Purchased materials.

H. The transfer of possession of Owner Purchased materials from the Owner to the Contractor shall constitute a bailment of mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailer and the Contractor the bailee of the Owner Purchased material. Owner Purchased materials shall be considered returned to the Owner for purpose of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Purchase materials.

I. The Contractor shall purchase and maintain insurance pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss or damage to Owner Purchased equipment, materials, or supplies after materials and supplies are delivered on site. Such insurance shall cover the value of any Owner Purchased materials not yet incorporated in the Project from the time the Owner first takes title. Such insurance shall name the Owner as an additional insured party.

J. On a monthly basis, the Contractor shall be required to review invoices submitted by all suppliers of Owner Purchased materials delivered to the Project site during that month and whether it concurs or objects to Owner issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and defects in such materials.

K. In order to arrange for prompt payment to the supplier, the Contractor shall provide to the Owner, a list indicating the acceptance of the goods or materials in accordance with the established monthly payment request schedule. The list shall include a copy of the applicable purchase order; invoices, delivery tickets, written acceptance of delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

L. The provisions of the Community Small Business Enterprise (CSBE) and the Community Workforce Program goals for Phase I of this contract shall be as included in ITP Section 3.12 MDAD 04-04. The CSBE participation goals apply to the complete contract award amount including the Owner Purchases as outlined in this Section. To the extent they are incorporated into the Work by CSBEs or they are purchases in regard to which CSBEs perform a commercially useful function, they shall be reported as contributing to the participation goals.