

Memorandum



Date: April 6, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Fifth Amendment to the Professional Services Agreement with Perez and Perez Architects Planners, Inc., MIA South Terminal Program Supplemental A/E Services – South Terminal Expansion Program, MDAD Project No.: B313A

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

RECOMMENDATION

The attached Fifth Amendment to the Professional Services Agreement with Perez and Perez Architects Planners, Inc., (Perez & Perez) has been prepared by the Miami-Dade Aviation Department (MDAD), and is recommended for approval by the Board.

This Fifth Amendment increases the contract amount by \$802,000 to \$16,140,250. This revised amount provides \$600,000 to pay for work performed but uncompensated at the beginning of the term of this agreement (2004) and \$200,000 to provide sufficient funding for architectural/engineering services related to completion of punch list work on the South Terminal.

MODIFICATION NO.: Fifth Amendment

Scope

PROJECT NAME: South Terminal Expansion

PROJECT NO.: B313A

CONTRACT NO.: B313A

PROJECT DESCRIPTION: Design and construction phase services for the expansion of the southeast end of the passenger terminal building at Miami International Airport. It also involves the expansion of the terminal on four floors between concourses H and J.

PROJECT LOCATION: Miami International Airport

PRIMARY COMMISSION DISTRICT: District 6, Rebeca Sosa

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Aviation Department

MANAGING DEPARTMENT: Aviation Department

Fiscal Impact/Funding Source

MODIFICATION FUNDING SOURCE: Capital Improvement Program Airport Revenue Bonds

Monetary Justification:

MDAD recommends the following changes:

1. Increase the Agreement amount by \$600,000 to pay for work performed but uncompensated at the beginning of the term of this agreement.

During the course of the South Terminal project, significant design modifications needed to be made during the design and construction of the project, in part, because of new requirements from the Transportation Security Administration subsequent to the September 11, 2001, terrorist attack. These design modifications caused the construction time of the project to be significantly extended beyond the 2005 expiration date of the Agreement. The original consultant for the project, Borrelli, Mateu, Carreño and Rizzo JV (BMCR) was compensated for the design modifications and extended construction time as prescribed by the Agreement. However, the extent of the changes and the extended construction time exhausted the authorized contract funds. BMCR could not be further compensated for construction administration services without amending the Agreement.

The Agreement contained B/H/WBE requirements. As the result of an October 2, 2000, U.S. District Court order prohibiting the County from applying its B/H/WBE requirements to architectural and engineering contracts, the BMCR agreement could not have funding added to it. As MDAD still needed construction administration services for the project to its end; MDAD, through the Department of Procurement Management, solicited requests for proposals from architectural/engineering firms to perform the construction administration and design services through the end of the Project. Perez & Perez Architects Planners, Inc. was selected to perform these services and entered into this Agreement with the County.

In order to avoid the extra expense of Perez & Perez having to assume the documents prepared by BMCR, Perez & Perez subcontracted with BMCR to perform the engineer of record services. Subsequently, BMCR notified MDAD that it had performed an extensive amount of work related services due to changed and additional construction and to multiple contractor submittal reviews for which it had not been compensated under the Perez & Perez Agreement. MDAD recognized that BMCR did perform these services and that some payment was merited. MDAD determined that the amount of deserved compensation was \$600,000.

2. Increase the Agreement amount by \$200,000 to provide sufficient funding for architectural/engineering services related to completion of punch list work on the South Terminal.

Even though the South Terminal has been in operation for over a year, punch listing and commissioning continues. Other "moving forward" services include permitting support, support for completion of work items de-scoped from the POJV contract and which will be performed by other contractors, support for new work items that are required that will be performed by other contractors, development and submittal of final as-built drawings, and any other miscellaneous activities that develop during the close-out of the project. In addition, MDAD has made commitments to the Authorities Having Jurisdiction (AHJ) to make life safety changes after the original construction contract that will require architectural/engineering services.

- Increase the Agreement amount by \$2000 for adjustment in the Inspector General Audit Account. This is 0.25% of the increase of \$800,000 as required by Section 2-1076 of the Code of Miami-Dade County.

	<u>Original Contract Values</u>	<u>Previous Adjustments to Values</u>	<u>This Amendment Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Amendment</u>
BASE:	\$5,000,000	\$10,300,000	\$800,000	\$16,100,000	\$13,772,456	\$2,327,544
CONTINGENCY:	\$0	\$0	\$0	\$0	\$0	\$0
DEDICATED:	\$62,500	(\$24,250)	\$2,000	\$40,250	\$0	\$40,250
TOTALS	\$5,062,500	\$10,275,750	\$802,000	\$16,140,250	\$13,772,456	\$2,367,794

INITIATING FACTOR(S) FOR AMENDMENT

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
Regulatory Change	\$0.00	0
Other Agency Requested Change	\$100,000.00	0
Design Errors Change	\$0.00	0
Design Omissions Change	\$0.00	0
County Requested Change	\$0.00	0
Unforeseen/Unforeseeable Change	\$700,000.00	0
<u>Other</u>	<u>\$2,000.00</u>	<u>0</u>
<u>Total</u>	<u>\$802,000.00</u>	<u>0</u>

Track Record/Monitor

PRIME CONTRACTOR: Perez & Perez Architects Planners, Inc.

COMPANY PRINCIPAL(S): Daniel Perez-Zarraga
Fidel A Perez

COMPANY EMAIL ADDRESS: mariom@perezperez.com

COMPANY STREET ADDRESS: 2121 Douglas Road

COMPANY CITY-STATE-ZIP: Miami, FL 33143

YEARS IN BUSINESS: 24

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: Based upon the Firm History Report provided by the Department of Small Business Development, Perez & Perez has not been awarded any contracts with the County in the past five years.

SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE) Borrelli, Mateu Carreño and Rizzo JV

Bliss & Nytray, Inc.
SDM Consulting Engineers, Inc.
Kimley Horn & Associates, Inc.
Uddin & Associates, Inc.
Rolf Jensen & Associates, Inc.
Big Sky Incorporated, Inc.
Hill International, Inc.
Sallek Architectural
Martinez Group

CONTRACTOR PERFORMANCE:

The Office of Capital Improvements CIIS database contains no evaluations for Perez & Perez. However, Perez & Perez has performed satisfactorily at MDAD.

SBD HISTORY OF VIOLATIONS:

A review of the History of Violations provided by the Department of Small Business development shows that as of September 25, 2009, Perez & Perez had no violations.

CBE GOAL:

24%. This was subsequently changed to 8% (\$1,227,060) due to the need to extensively use the original engineer of record (BMCR) as a subconsultant.

**CURRENT MEASURE ACHIEVED
TO DATE:**

7.6% (\$1,159,348.00)

**CONTRACT MANAGER
NAME/PHONE/EMAIL:**

Juan Gonzalez 305-876-8310
jagonzalez@miami-airport.com

**PROJECT MANAGER
NAME/PHONE/EMAIL:**

Juan Gonzalez 305-876-8310
jagonzalez@miami-airport.com



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: April 6, 2010

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

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

5

Approved _____ Mayor

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

Veto _____

4-6-10

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PEREZ AND PEREZ ARCHITECTS PLANNERS, INC. FOR MIA SOUTH TERMINAL PROGRAM SUPPLEMENTAL ARCHITECTURAL/ENGINEERING SERVICES, MDAD PROJECT NO. B313A AT MIAMI INTERNATIONAL AIRPORT, WHICH INCREASES THE CONTRACT BY A MAXIMUM AMOUNT OF \$802,000; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Fifth Amendment to the Professional Services Agreement between Perez and Perez Architects Planners, Inc. and Miami-Dade County for MIA South Terminal Program Supplemental Architectural/Engineering Services, Project No. B313A at Miami International Airport, which amendment increases the contract by a maximum amount of \$802,000, said Amendment being in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or mayor's designee to execute same on behalf of the County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman

Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro

Carlos A. Gimenez

Barbara J. Jordan

Dorrin D. Rolle

Katy Sorenson

Sen. Javier D. Souto

Audrey M. Edmonson

Sally A. Heyman

Joe A. Martinez

Natacha Seijas

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of April, 2010. 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.



Deborah Bovarnick Mastin

**FIFTH AMENDMENT TO THE NONEXCLUSIVE
PROFESSIONAL SERVICES AGREEMENT WITH
PEREZ AND PEREZ ARCHITECTS PLANNERS, INC
FOR SUPPLEMENTAL ARCHITECTURAL/ENGINEERING SERVICES
TERMINAL FOR THE MIA SOUTH TERMINAL PROGRAM
FOR THE MIAMI-DADE AVIATION DEPARTMENT**

THIS FIFTH AMENDMENT, entered into this _____ day of _____ 20__ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Perez and Perez Architects Planners, Inc, herein referred to as the "Consultant".

WITNESSETH:

WHEREAS, by Resolution No. R-1262-03, passed and adopted November 6, 2003, the Board of County Commissioners authorized an agreement between the parties hereto for Supplemental Architectural/Engineering Services -Terminal for the MIA South Terminal Program at Miami International Airport, hereinafter referred to as the "Agreement", and

WHEREAS, by Resolution No. R-471-05, passed and adopted May 3, 2005. the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, by Resolution No. R-809-06, passed and adopted July 6, 2006, the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, by Resolution No. R-314-07, passed and adopted March 6, 2007, the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, by Resolution No. R-406-08, passed and adopted April 8, 2008, the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, the County desires to further increase the funds available for Basic, Work Related, and Work Site Services and the Consultant is willing to provide such services that may include but not be limited to additional architect/engineering services required for construction inspection, closure of final punch lists, contract interpretation, evaluation of Authority Having Jurisdiction (AHJ) requests and Code requirements, support for new work items that are required that may be completed by entities other than the original contractor, development and submittal of final as-built drawings as the architect/engineer of record, any other miscellaneous activities that develop during the close-out of Phases I and II under the terms and conditions of the Agreement, and

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

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

Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Services performed shall not exceed **\$16,100,000.00 (Sixteen Million One Hundred Thousand Dollars and No Cents)** and shall be disbursed as reflected herein.

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

8.6 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Ordinance No. 97-215. The amount for the Inspector General Audit Account is hereby set at **\$40,250.00 (Forty Thousand Two Hundred Fifty Dollars and No Cents)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

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

8.8 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: Except as otherwise provided for herein, the Total Authorized Amount for this Agreement, including Reimbursables and Audit Account, is **\$16,140,250.00 (Sixteen Million One Hundred Forty Thousand Two Hundred Fifty Dollars and No Cents)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of Miami-Dade County.

4. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.
5. This Amendment shall become effective as of the date first written above.

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

ATTEST:

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

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY
COMMISSIONERS

Deputy Clerk

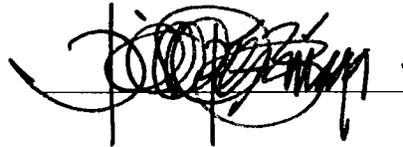
County Manager

MIAMI-DADE COUNTY SEAL)

ATTEST:

Perez and Perez Architects Planners, Inc.
A Florida Corporation

By: Manso. Mas



(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By: DBM

Assistant County Attorney

**MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR**



Legislative Notes

Agenda Item: 8(A)1(A)
File Number: 100462
Committee(s) of Reference: Board of County Commissioners
Date of Analysis: March 8, 2010
Type of Item: 5th Amendment to the Professional Services Agreement with Perez and Perez Architects Planners, Inc., Increasing the Contract by \$802,000

Summary

This resolution approves the 5th Amendment to the Professional Services Agreement (PSA) between Miami-Dade County (County) and Perez and Perez Architects Planners, Inc. (Consultant) for Supplemental Architectural/Engineering Services for the MIA South Terminal Expansion Program. **The 5th Amendment to the PSA increases the contract by \$802,000 for an adjusted agreement amount of \$16,140,250.** The original PSA was approved on November 6, 2003 via R-1262-03 in an amount of \$5,062,500 for a term of five (5) years with three (3) one-year renewal options.

The memorandum states that there is work that has been performed but uncompensated since 2004.

- Why has this never been discussed in the previous four amendments that came to the BCC? *According to MDAD, the Claim was filed by Borrelli, Mateu, Carreno and Rizzo JV (BMCR) in June 2008 and is not directly related to Perez and Perez. BMCR is a sub to Perez and Perez.*

No evaluations are available in the CIIS database regarding this firm.

- During the consideration of the 4th Amendment to the PSA in March 2008, MDAD stated that the department had failed to update its database. Why hasn't MDAD updated the CIIS database?

Background and Relevant Legislation

The 1st Amendment to the PSA prepared by Dade Aviation Consultants (DAC) was approved on May 3, 2005 via R-471-05 increasing funding in the amount of \$2,531,250 for an adjusted Agreement amount of \$7,593,750. This amendment was a 50% modification to the original PSA.

The 2nd Amendment to the PSA prepared by DAC was approved on July 6, 2006 via R-809-06 increasing funding in the amount of \$1,428,750 for an adjusted Agreement amount of \$9,022,500. This amendment was a 78% modification to the original PSA.

The 3rd Amendment to the PSA prepared by DAC was approved on March 6, 2007 via R-314-07 increasing funding in the amount of \$3,508,750 for an adjusted Agreement amount of \$12,531,250 and modified contract measures reducing CBE-A/E participation to 10% from 24%.

The 4th Amendment to the PSA was approved on April 8, 2008 via R-406-08 increasing the funding in the amount of \$2,807,000 for an adjusted Agreement amount of \$15,338,250 and further reduced the contract measures to 8% from the previously amended 10% (originally 24%).

The following was pending during the 4th Amendment in 2008:

The South Terminal has opened with the exception of certain areas. Punch listing and commissioning continues in the terminal. Additionally, the Airport has made commitments to the Authority Having Jurisdiction (AHJ) to make life safety changes after the original construction contract which is designed by the original Engineer of Record (EOR). Also, the support of the original EORs will be required to deal with the claims which the South Terminal Construction Manager @ Risk has advised are forth coming.

Remaining efforts are categorized into three lists:

- *The "A" List- This list is developed by the AHJ and includes approximately 450 items. MDAD is in the process of setting a value for these items.*
 - *The "B" List- This list is all other requested work including Proposed Work Orders (PWOs) and Field Change Requests (FCRs) that were never started or executed. Includes approximately 160 items which MDAD is in the process of setting a value for these items.*
 - *The "C" List- Consists of 13,500 punch list items for which the base contractor will either complete or an equitable value be established as a credit to MDAD.*
-
- **Now that the South Terminal is fully operational, what is the current status of the A, B and C Lists of pending items?**

According to MDAD, the items on the "A" and "B" lists totaled 937. Of the 937 items, 530 have been completed by MDAD or their subs. There are 389 which work is underway or will commence in the near future. There are 15 items that are still in the design phase and 3 which have either been deferred or deleted as they are no longer required. From the "C" list of pending items there are only 10 items remaining which are being worked on by POJV. All other items have either been performed by the contractor or have been negotiated for a credit to MDAD.

Prepared by: Bia Marsellos