Memorandum

MIAMI-DADE COUNTY

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

Date: May 4, 2010

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

From: George M. Burgess
County Manager

Subject: Resolution approving Amendment Number One to Contract No. E07-WASD-09 with AECOM Technical Services, Inc. (formerly known as Earth Tech Consulting, Inc.), increasing the maximum compensation by $2,500,000 to $6,500,000 and extending the contract term for four years

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve Amendment Number One to Miami-Dade Water and Sewer Department (WASD) Contract No. E07-WASD-09, a non-exclusive professional services agreement with AECOM Technical Services, Inc. (AECOM), formerly known as Earth Tech Consulting, Inc. The amendment increases maximum compensation by $2,500,000 to $6,500,000 and extends the contract term for four years. AECOM provides professional, technical and management support services in engineering design. The current contract was executed in December 2008 for $4,000,000 and a term of six years.

SCOPE OF AGENDA ITEM

The agenda item impacts District 5, Commissioner Bruno A. Barreiro, and District 7, Commissioner Carlos A. Gimenez. The facilities to be constructed will be regional facilities of county-wide significance.

FISCAL IMPACT/FUNDING SOURCE

Amendment Number One will increase maximum compensation by $2,500,000. The additional compensation will be funded through WASD's Water Renewal and Replacement Fund, Wastewater Connection Charges and Future Revenue Bonds.

TRACK RECORD/MONITOR

WASD's Chief of Intergovernmental Affairs Section will monitor this agreement.

BACKGROUND

On December 2, 2008, the Board of County Commissioners (Board) approved Resolution R-1349-08 awarding Contract No. E07-WASD-09 to provide design criteria services for the replacement of a 20-inch water main from Port Island to Fisher Island and a 54-inch sewer force main from Miami Beach to the County's Central District Wastewater Treatment Plant. These two pipelines are in conflict with the proposed dredging route for the Miami Harbor Federal Navigation Project which will allow large container vessels access to the Port of Miami in 2014. Both pipelines must be relocated in time to allow the channel dredging to be completed by 2014.

During 2009, AECOM completed most of the design services to relocate both pipelines by constructing an underground utility tunnel, in which the new cross-bay lines would be routed, to replace the existing 54-inch sewer force main. However, potential permitting delays and the time needed to construct the utility tunnel would not allow the new pipeline to be completed prior to the August 2014 dredging deadline. WASD decided to relocate the portion of the 54-inch sewer force main from Miami Beach to Fisher Island as an immediate alternative to the construction of the utility tunnel. The alternative accommodates the schedule of the dredging project and ensures a portion of

the 54-inch force main will be relocated prior to the start of the dredging project. The construction of the utility tunnel will be pursued after the dredging project is completed in 2014 and will take approximately four years to complete.

In order to meet the port channel dredging timeline, Amendment Number One to the AECOM contract increases the maximum compensation by $2,500,000 to provide the engineering services for relocating the portion of the 54-inch force main between Miami Beach and Fisher Island. In addition, because work on the proposed utility tunnel is being deferred, the term of the agreement needs to be extended for four years until December 17, 2018. This allows AECOM to provide engineering services during the construction of the utility tunnel.

The Board should also be aware that a Community Business Enterprise (CBE) goal of 26% was established as a part of the original contract and to date AECOM has complied with all the threshold requirements and the participation goals. The 26% CBE goal will also be applied to the additional compensation in Amendment Number One.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: May 4, 2010

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

SUBJECT: Agenda Item No. 8(R)(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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
5-4-10

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., INCREASING MAXIMUM COMPENSATION FROM $4,000,000 to $6,500,000 AND EXTENDING CONTRACT TERM FROM SIX YEARS TO TEN YEARS AND AUTHORIZING THE COUNTY MAYOR OR THE 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 Amendment Number One to the non-exclusive professional services agreement with AECOM Technical Services, Inc., increasing maximum compensation from $4,000,000 to $6,500,000 and extending the contract term from six years to ten years to provide additional engineering services for the Design Criteria to relocate a portion of the 54-inch Sanitary Sewage Force Main between Miami Beach and Fisher Island under Government Cut for the Miami-Dade Water and Sewer Department, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida.

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 4th day of May, 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.

Henry N. Gillman

AMENDMENT NUMBER ONE
TO
NON-EXCLUSIVE PROESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
AECOM Technical Services, Inc.

Agreement No. 08ETCI006

THIS AMENDMENT NUMBER ONE, is made and entered into this _____day of _____, 2010 by and between Miami-Dade County, a political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and AECOM Technical Services, Inc., a California corporation authorized to do business in the Sate of Florida and with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, on December 17, 2008, the COUNTY and ENGINEER entered into a Non-exclusive Professional Services Agreement with AECOM Technical Services, Inc., f./k/a Earth Tech Consulting, Inc., hereinafter referred to as the "Agreement", and

WHEREAS, the COUNTY has requested and the ENGINEER has agreed to perform certain additional engineering services for the Design Criteria to relocate the 54-inch Sanitary Sewage Force Main from Miami Beach to Fisher Island under the Government Cut Channel, which will allow the relocation of the force main to be completed prior to the dredging of Government Cut in 2014.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and the ENGINEER hereby agree to the following:

1. Paragraph 6.D. of the Agreement is hereby modified to state as follows:

   6.D. Maximum Compensation The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed six million five hundred thousand dollars ($6,500,000). No minimum amount of compensation is guaranteed to the ENGINEER.

2. Paragraph 8 of the Agreement is hereby modified to state as follows:

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER Norman C. Anderson and Kenneth A. Watson, P.E., shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

3. Paragraph 18 of the Agreement is hereby modified to state as follows:

18. DURATION OF AGREEMENT This Agreement shall remain in full force and effect for a period of ten (10) years after its date of execution. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond the Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

4. All terms, covenants and conditions of the Agreement not expressly modified or revised herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly officers on the date first written above.

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Board

By:_____
Carlos Alvarez
County Mayor

WITNESSETH:

By: _____

Celeste Diaz-Consul
Typed or print name

By: _____

Mary Roberts
Typed or print name

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

AECOM Technical Services, Inc.
Firm Name (Place Corporate Seal)

By: _____
Vice President

LENNART J. LINDAHL
Print name

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

Legislative Notes

Agenda Item:	**8(R)1(A)**
File Number:	**100787**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**April 8, 2010**
Type of Item:	**Amendment No. 1**
Districts:	**5 & 7**

Summary

This resolution approves Amendment Number One (1) to the non-exclusive professional services agreement with AECOM Technical Services, Inc. (AECOM), formerly known as Earth Tech Consulting, Inc., is increasing the maximum **compensation** from $4 million to $6.5 million; and extends the contract term from six (6) years to ten years to provide additional engineering services for the design criteria to relocate a portion of the 54-inch Sanitary Sewage Force Main between Miami Beach and Fisher Island under Government Cut for the Miami-Dade Water and Sewer Department (WASD).

The additional compensation will be funded through WASD's Water Renewal and Replacement Fund, Wastewater Connection Charges and Future Revenue Bonds.

The current contract was executed in December 2008 for $4,000,000 with a term of six (6) years.[1]

Firm History Report

Below is a summary of AECOM's business history, change order history and other related findings:

Founder Richard G. Newman, and a handful of Ashland Inc. employees, created AECOM. On April 6, 1990, AECOM evolved to an independent firm formed by the merger of five Ashland entities. Since then, more than 30 companies have joined AECOM, and in 2007, AECOM became a publicly traded company on the New York Stock Exchange.

AECOM is a global provider of professional technical and management support services to a broad range of markets, including transportation, facilities, environmental, energy, water and government. A *Fortune 500* company, AECOM serves clients in more than 100 countries and had revenue of $6.1 billion during the 12-month period ended December 31, 2009. [2]

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[1] See Resolution 1349-08
[2] http://www.aecom.com/

Employees Worldwide: Approximately 45,000

Headquarters
555 South Flower Street, Suite 3700
Los Angeles, CA 90071-2300, USA

AECOM's Firm History
(Excludes Architectural and Engineering Services)

Project No.	Dept	Description	Contract Amount
RFQ DCAD-02-97-1	AV	Real Estate Property Acquisition Services	$751,875

Firm History
(Includes Architectural and Engineering Services)

Project No.	Dept.	Description	Contract Amount	Change Orders
E93-WASD-01	WS	Pump Station Improvement Program	$8 million	N/A[3]
E93-WASD-01-1A	WS	Program Management	$12 million	$5 million
R-656-95	AV	Miscellaneous Environmental/Civil Engineering's Services	$297,340	N/A
TA97-TPS-1	MT	Transit Agency Engineering Consultant	$750,000	$200,000
E96-DCAD-13	AV	MIA Central BLVD Widening and Realignment	$3,037,500	N/A
R-69-00	WS	Professional Geochemistry Services	$100,000	N/A
E99-WASD-01/E97-WASD-04	WS	Program Management Services for Infiltration inflow	$2 million	N/A
E01-DERM-01	DERM	Environmental Engineering Consultants for Planning	$1.5 million	N/A
E01-DERM-04EP	DERM	FEMA DORM Drainage Projects	$500,000	N/A
E01-WASD-05, Project 2	WS	Program Management Services	$1.4 million	$2.425 million
E04-WASD-05	WS	Hydraulic Computer Modeling	$2.750 million	N/A
E07-WASD-05(A)	WS	Construction Engineering and Inspections Services for the South District Wastewater Treatment Plant	$6.050 million	N/A
E07-WASD-09	WS	Design criteria for the replacement of the 54-inch sanitary sewage force main from Port Island to Fisher Island	$4 million	$2.5 million
Total Award Amount and total Change Orders approved by the Board of County Commissioners			**$42.4 million**	**$2.625 million**
Total Change Order Pending			**$7.5**	

[3] Not applicable

Firm History
(Includes Architectural and Engineering Subcontracting Services)

Project No.	Dept.	Description	Contract Amount
E04-DERM-01	DERM	Environmental Cleanup, Compliance and Related Services	$0.00
E04-DERM-01	DERM	Environmental Cleanup, Compliance and Related Services	$0.00
TA00-TPS-11	MT	General Engineering Services for Miscellaneous Services	$57,635.10
E98-DERM-01	DERM	Groundwater, Surface Water and Soil Contamination Cleanup	$55,280
E04-MDT-01	MT	North Corridor Ext, Preliminary Engineering (MIAMI INTERMODAL CENTER)	$2.8 million
E02-WASD-03	WS	Program Management Services for Comprehensive Lateral Investigation	$930,314.32

Information provided by the Department of Small Business Development.

Prepared by: Michael Amador-Gil