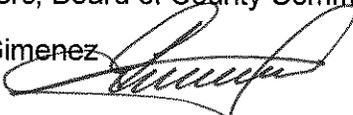


# Memorandum



**Date:** January 23, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Amendment No. 2 to the Construction Contract between Miami-Dade County and Suffolk Construction Company, Inc. for the Construction of the new Miami-Dade County Children's Courthouse, ISD Project No: W40114 ESP; ISD Contract No: W40114C

Agenda Item No. 14(A)(2)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve this item, which does the following:

- Authorizes Amendment No. 2 (Amendment) to the Construction Contract (Contract) between the County and Suffolk Construction Company, Inc. (Suffolk) substantially in the Form of Exhibit A, which amends the existing contract to assign certain advertising, scheduling, bidding and award responsibilities to Suffolk for the portion of Division 17 that includes the low voltage wiring for data and telephone, installation labor, programming and testing for the security and video monitoring system and equipment. Division 17 is the technology bid package for the Children's Courthouse project.
- Waives competitive bidding so that Suffolk can solicit and contract this work in accordance with the terms of the attached Amendment. This Amendment authorizes payment of \$80,000 to reimburse Suffolk's contingency for labor costs associated with conducting the aforementioned bidding, award, and construction administration.
- Authorizes, as part of the Amendment, to increase the Contract by the direct cost of the Division 17 bid price, once Suffolk receives all bids, and by an amount not to exceed \$220,000 for Suffolk's additional payment and performance bond costs relating to the additional scope. The actual increase for Division 17 shall become part of the Amendment following Suffolk's receipt of an acceptable bid for the work. Once the actual price is received and agreed to, the attached Resolution authorizes the County Mayor to execute those documents necessary to implement the additional work, including a "New Price Rider", and increase the amount of the Contract, as necessary, following the bid process. The funds are already included in the project budget.

The County Mayor's authority to execute the aforementioned "New Price Rider" shall be limited to an amount not to exceed \$11,220,000, which is comprised of up to \$11,000,000 for the work to be performed and up to \$220,000 for required payment and performance bonds costs. This funding is already included in the overall Children's Courthouse project budget. If the bids for this portion of Division 17 work come in over this figure, the County will not proceed.

Given the need to expedite this project to ensure the construction schedule is adhered to, a waiver from Committee review was requested, and, it is also requested that the County Mayor be authorized to effectuate this Resolution by approving and filing this Resolution with the Clerk of the Board.

## SCOPE

The project has a countywide impact.

## FISCAL IMPACT/FUNDING SOURCE

The Amendment will not increase the construction budget for the Children's Courthouse project. The total amount budgeted for the portions of Division 17 being assigned to Suffolk is a not-to-exceed amount of \$11,300,000. The funding sources for this project are Criminal Justice Bond Proceeds, 2003

Juvenile Courthouse Bond proceeds, and interest, as well as Special Revenue-backed financing. This will also include the funding for any payment and performance bond costs (up to \$220,000), the \$80,000 payment to Suffolk for conducting the advertising, bidding, and award responsibilities on behalf of the County and, should the Division 17 costs exceed \$7.5 million, the County will negotiate with Suffolk an additional fee for overhead and profit, not to exceed 15%, of the overage amount (amount over the \$7.5 million).

While \$11,300,000 has been budgeted, initial estimates for this portion of the Division 17 bid package, as estimated by the Information Technology Department (ITD) and HOK (the Architect of Record) range from \$8,700,000 to \$9,400,000. These estimates were initially prepared in April 2011 and were again recently validated with technology experts familiar with the project. The County will only finance the amount necessary to complete the project.

**TRACK RECORD/MONITOR**

Humberto J. Contreras, Manager, Design and Construction Services Division, ISD, will monitor this amendment.

**DELEGATION OF AUTHORITY**

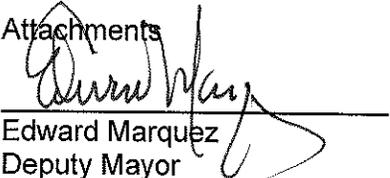
The County Mayor is delegated the authority to approve the ultimate cost of this portion of the Division 17 work following the bid process described in the amendment, and related bonding costs, in an amount not to exceed \$11,300,000. The remaining authority of the County Mayor or County Mayor's designee to execute and implement this contract amendment is consistent with those authorities granted under the Code of Miami-Dade County Ordinances. No additional authority is being requested in this item.

**BACKGROUND**

On November 3, 2010, the County approved ISD Project No. W40114 ESP; ISD Contract No: W40114 C, for the construction of the new Miami-Dade County Children's Courthouse. The project is currently on schedule and on budget. Suffolk's original bid, submitted on May 12, 2010, included a line item within the Schedule of Values, for the County to manage and oversee the Division 17 Integrator. However, since that time, in an effort to further expedite the bid for Division 17 and to provide a platform by which Suffolk can exercise direct control over the Division 17 Integrator, it was decided that it would be in the interest of the County to allow Suffolk to advertise, award, bid, and perform certain scope of work through the selected Division 17 subcontract. The scope of work to be performed by Suffolk, through the Division 17 subcontractor, will include, but is not limited to, low voltage wiring for the voice/data infrastructure, audio/visual systems, and security systems. In addition, the Information Technology Department will also be implementing the other portion of the Division 17 work that includes network equipment, wireless system, phone switches and equipment, and ITD engineering/installation services, in an amount estimated at \$5,521,512. This portion of the work and related costs are not part of this Amendment, but, as with the \$11,300,000 related to this amendment, both amounts are budgeted in the Children's Courthouse budget for Division 17 work.

As stated previously, all funding associated with this amendment are already included in the original Children's Courthouse Budget and it is in the best interest of the county to allow Suffolk to manage this scope of work for the project to ensure enhanced coordination, responsibility and control as it is an extension of the low voltage wiring requirements.

Attachments

  
Edward Marquez  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** January 23, 2013

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

**SUBJECT:** Agenda Item No. 14(A)(2)

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 Mayor'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

Agenda Item No. 14(A)(2)

1-23-13

Veto \_\_\_\_\_

Override \_\_\_\_\_

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

RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDS; APPROVING AMENDMENT TO THE CONSTRUCTION CONTRACT BETWEEN MIAMI-DADE COUNTY AND SUFFOLK CONSTRUCTION COMPANY, INC. (SUFFOLK) FOR THE CONSTRUCTION OF THE CHILDREN'S COURTHOUSE RELATING TO DIVISION 17 WORK (INFORMATION TECHNOLOGY AND SECURITY ELEMENTS); AUTHORIZING SUFFOLK TO ADVERTISE, REVIEW BIDS, AND AWARD THE WORK; AUTHORIZING A REIMBURSEMENT TO THE CONTINGENCY ACCOUNT IN THE AMOUNT OF \$80,000 UTILIZED TO DEFRAY THE SUFFOLK'S COST OF BIDDING THE WORK, AUTHORIZING THE MAYOR TO INCREASE THE CONTRACT TO FUND THE WORK IN AN AMOUNT NOT TO EXCEED \$11,220,000; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENT AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN BY TWO-THIRDS VOTE OF THE BOARD

**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:

Section 1: This Board hereby approves Amendment No. 2 to Miami-Dade Children's Courthouse, ISD Contract No. W40114 ("Contract"), in substantially the form attached hereto and made a part hereof, amending the original contract language regarding the procurement of Division 17 Information Technology/Security Elements.

Section 2: This Board hereby authorizes the increase of \$80,000 in the contract amount to reimburse the contingency account for the payment made to Suffolk related to the preparation, bidding and award responsibilities related to Division 17.

Section 3: This Board hereby authorizes Suffolk to solicit, subcontract and perform the Division 17 work in accordance with the provisions of Amendment 2. For this purpose, the Board finds it in the best interest of Miami Dade County to waive competitive bidding pursuant to Section 5.03 (D) of the County Charter, Section 2-8.1(b) of the Code and Section 255.20(1)(c)(10) and the bid protest provisions of Section 2-8.4 of the Code by a two-thirds vote of the Board. Further, this Board hereby authorizes the Mayor or Mayor's designee to increase the contract amount, in an amount not to exceed \$11,220,000, as necessary to defray: (a) the direct cost of the Division 17 subcontract selected in accordance with the provisions of Amendment 2, (b) reimbursement to Suffolk in an amount not exceed \$220,000 for Suffolk's direct costs for the additional Payment and Performance Bond required because of the additional Division 17 work. The Mayor is hereby authorized to execute such Amendment and such other documents as may be required to accomplish the intent of this resolution including but not limited to the New Price Rider contained within Amendment 2.

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:

	Rebeca Sosa, Chairwoman	
	Lynda Bell, Vice Chair	
Bruno A. Barreiro		Esteban L. Bovo, Jr.
Jose "Pepe" Diaz		Audrey M. Edmonson
Sally A. Heyman		Barbara J. Jordan
Jean Monestime		Dennis C. Moss
Sen. Javier D. Souto		Xavier L. Suarez
Juan C. Zapata		

The Chairperson thereupon declared the resolution duly passed and adopted this 23<sup>rd</sup> day of January, 2013. 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.

Hugo Benitez

Handwritten signature of Hugo Benitez in blue ink, consisting of the letters 'HBM' followed by a diagonal slash.

**Contract Amendment No. 2**

Amendment No. 2 to Miami-Dade County Children's Courthouse GSA Contract No. W40114 ("Contract") Suffolk Construction Company, Inc. ("Suffolk") and Miami-Dade County ("County") is hereby entered into and agreed by the parties, and made a part of the Contract between the parties, this \_\_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date").

WHEREAS, the Board of County Commissioners (Board) approved the Contract on December 21, 2010; and

WHEREAS, the Contract included provisions for the County to solicit bids at a later date in order to acquire and carry out the scope of work for low-voltage systems as per Division 17 of the Contract Technical Specifications; and

WHEREAS, the parties wish to amend the Contract to provide that the Contractor shall obtain subcontractor bids, award, subcontract and oversee the Division 17 work as an integral part of the Contract work,

NOW, THEREFORE, the Contractor and the County agree as follows:

- 1) The Division 17 Work as defined below shall be incorporated into the Contract Work and shall be subject to all of the terms and conditions of the Contract as amended by Amendment 1 and this Amendment 2. The Contractor shall be fully responsible for the performance of the work in accordance with the Contract Documents through the subcontracting of applicable trades in accordance with the requirements of this Amendment.
- 2) The following sections of the ISD Contract No. W40114C between the County and the Contractor, Project Manual, Volume 2 of 5, Division 1 "General Requirements", Section 01310 "Project Management and Coordination", Section Part 1 (1.9) dated January 10, 2011 are deleted in their entirety and replaced by the following::

**1.9 LOW VOLTAGE SYSTEMS**

**A. DEFINITIONS**

1. **AMENDMENT:** This Amendment Number 2 to the Contract, which revises the Division 17 obligations between the parties, and which is effective on the Amendment Effective Date.
2. **AMENDMENT EFFECTIVE DATE:** The effective date of the Resolution of the Board of County Commissioners approving the Amendment.
3. **DIVISION 17 INTEGRATOR:** The subcontractor selected by Suffolk to perform the Division 17 Work.
4. **DIVISION 17 WORK:** The work represented by the Bid Documents and Specifications developed by Hellmuth, Obata & Kassabaum (HOK) and its sub-consultant, TLC Engineering, dated May 31, 2012, and approved by the City of Miami Plans Review. The work includes, but is not limited to, structured cabling, security and audio/visual.
5. **TECHNOLOGY SPACES.** References all rooms in the project to be used to house mostly equipment or infrastructure related to technology systems. These rooms

include all telecommunication rooms, the main telecommunications room, the radio room, the building control room and the master control room.

B. SCOPE OF WORK FOR TECHNOLOGY SYSTEM

1. The technology systems for this project will be performed by the Division 17 Integrator in coordination with the County and its Information Technology Department ("ITD"). See sheet T001 of the drawings.
2. Suffolk acknowledges that ITD will perform certain functions related to the project contemporaneously with Suffolk's performance of the Division 17 Work. Suffolk shall not interfere with ITD or ITD's sub-contractors in ITD's performance of its functions as delineated in the Contract Drawings and Specifications. Suffolk agrees and acknowledges that ITD's performance of those functions shall not impede or otherwise affect Suffolk's performance of the Contract, so long as ITD is performing their work in coordination with Suffolk's Construction schedule

C. SELECTION OF DIVISION 17 INTEGRATOR

1. Suffolk shall issue competitive bid documents for the procurement of the entire Division 17 Work in accordance with the Suffolk Construction Construction schedule. In connection with such solicitation, Suffolk shall, at a minimum and without limitation, perform those duties that are outlined in the attached letter from Suffolk dated September 11, 2012 incorporated herein by this reference. Suffolk understands and agrees that it shall be entitled to an \$80,000 payment made to be in accordance with delivery milestones to be mutually agreed upon between the parties a \$80,000 one time payment, and in addition to the actual cost of advertising, with no additional payment related to those duties.

Suffolk shall not self-perform any of the Division 17 Work. Suffolk shall bid the Division 17 work for a price not to exceed \$11.5 million. The \$11.5 million dollars shall be inclusive of a contingency account, not to exceed five (5) percent of the price for the base work to address unforeseen conditions, including any required cutting, patching or modification of installed work. Suffolk shall award the bid to the lowest responsive and responsible bidder who meets the requirements of this section. The County shall be entitled to approve the final price of the Division 17 subcontract. In the event that the County, in its discretion, does not approve the price of the Division 17 subcontract, and the bids received exceed the project Division 17 allowance of \$11.5 million inclusive of the Division 17 construction contingency, the County and Suffolk shall reevaluate the Division 17 design and Suffolk shall be obligated to reprocur the work until such time as the County approves the price of the work. In the event that the County and Suffolk cannot agree on the Division 17 final price by the deadline set forth in the Contract for execution of the New Price Rider, this Amendment shall be null and void and of no further cause and effect. Suffolk shall have the full responsibility for competitive advertisement of the Division 17 work, preparation of bids, receipt and review of bids, background check of the responsibility of the low bidder including a determination of whether the low bidder meets the requirements of this Amendment. Following a determination of compliance, and approval of the County of the final subcontract amount, as evidenced by the County's execution of the New Price Rider, Suffolk shall execute a Division 17 subcontract with the Division 17 Integrator.

The Division 17 Integrator will become a subcontractor to Suffolk. Payment for the Division 17 Integrator will be made through Suffolk under the Contract. The purchase of equipment and materials necessary to accomplish the Division 17 Work

Exhibit A

shall be included in the Contract's Direct Purchase Program (DPO), if instituted and in place by the time the required materials are purchased, Suffolk's subcontract with the Division 17 Integrator shall specify clearly that purchases may be made by the County under the County's DPO, to utilize the DPO program to the maximum extent feasible. All costs, fees and mark-ups required to manage the Division 17 Integrator are included in the Contract. Suffolk will not be entitled to additional compensation for the management of the Division 17 Integrator.

2. The contract entered into between Suffolk and the Division 17 Integrator shall not include any additional scope beyond what is defined as Division 17 Work and shall not agree to pay any amount beyond the final price approved by the County. Specifically, and without limitation, the contract between Suffolk and the Division 17 Integrator shall not include conduit, cable tray and power installation that were already included in the Contract before this Amendment. A contingency will be included for required cutting/patching/modification to installed, delivered, ordered, fabricated and purchased work as required by the Division 17 scope of work.

Unit prices for the Division 17 Work will be effective during the complete duration of the project, including any changes in scope of work authorized by the County.

3. COUNTY'S APPROVAL OF SUBCONTRACTOR AND ASSIGNMENT OF CONTRACT: The County shall be authorized to approve the Division 17 Integrator or any proposed substitute of the Division 17 Integrator at any time during the course of the work and any proposed assignment or subcontracting of the work performed by the Division 17 Integrator.
4. INSURANCE: The Division 17 Integrator shall hold valid liability insurance and workmen's compensation insurance for all its work. Suffolk shall include in its umbrella insurance all work being done by the Division 17 Integrator.
5. BOND: Suffolk shall bond all Division 17 Work, and all additional Contract sums resulting from the Division 17 Work, by increasing the amount and scope of Suffolk's payment and performance bond delivered to the County. Alternatively, Suffolk may deliver to the County a separate payment and performance bond for the Division 17 Work which complies with all of the conditions of the Contract. Suffolk shall be entitled to be reimbursed by the County for the direct cost of such bond upon delivery to the County of proof of payment reasonably satisfactory to the County..
6. PERMITS: Suffolk shall obtain and pay for all permits required to perform the Division 17 Work, and shall be reimbursed from the permit fee allowance
7. SCHEDULE OF VALUES: Within 20 calendar days following the Division 17 Subcontractor Award Date, Suffolk shall deliver to the County for the County's approval, a Schedule of Values relating to the Division 17 Work. The Schedule of Values shall contain in the County's discretion sufficient detail for the County to evaluate the progress of the work and to determine the County's obligation to reimburse Suffolk for work performed, and otherwise comply with all Contract requirements for a Schedule of Values. The County shall approve the Schedule of Values as a condition to the County's approval of the new Construction Rider provided for below.
8. SCHEDULING: Within twenty (20) calendar days following the Division 17 Subcontractor Award Date, Suffolk shall incorporate the schedule relating to the

Exhibit A

Division 17 Work into the Contract's Master Schedule. The resulting Master Construction Schedule (the "Updated Completion Schedule") shall not extend the current project completion date (October 21, 2013). In the event that the responsive bidder cannot meet the project construction schedule, prior to the award the Div 17 subcontractor, Suffolk and county shall agree on a time extension.

9. The Updated Completion Schedule shall comply with the following requirements:
  - a. All Technology Spaces shall be ready for wiring by the Division 17 Integrator no later than 6 months before substantial completion of the project. Ready for wiring shall include all walls finished and painted, all plywood installed, all raceways termination in the room completed, ceilings finished and doors installed.
  - b. All Technology Spaces shall be ready for equipment operation no later than 2 months before substantial completion of the project. Ready for equipment operation means 99% of the wiring has been terminated and tested, permanent power and lighting installed, mechanical system completed, tested, and in operation, fire suppression systems completed, tested, and in operation.
  - c. At substantial completion for the Division 17 Work, the following conditions shall be met:
    - 1) All structured wiring system (fiber and copper) terminated and tested. Testing reports shall be available at this date.
    - 2) All components of the card access system and security system installed, (including installation of all equipment), terminated, powered and tested.
    - 3) All components of the Audio/Visual systems installed, terminated, powered and tested.
  - d. On the date of substantial completion, Suffolk shall deliver to the County a punch list. The punch list shall not include the installation of any equipment which will be an express condition of obtaining substantial completion.
10. **SECURING EQUIPMENT.** All equipment and spaces necessary to perform the Division 17 Work shall at all times under the Contract be under the control of Suffolk, who shall be solely responsible for securing the site and protecting the equipment. Notwithstanding, any equipment subject to the County's DPO shall be governed by the specific provisions of this Contract governing the DPO.

D. **RELATION BETWEEN ITD AND CONTRACTOR**

1. ITD will have personnel or contractors working directly for ITD executing tasks in the facility contemporaneous with the Division 17 Work. The work being done by ITD is critical for the completion, commissioning and permitting of other systems in the facility under the responsibility of Suffolk. It is therefore expected that Suffolk will facilitate ITD or its contractors access to the site and any other working conditions required for ITD to complete their task.
2. ITD will be provided access to all Technology Spaces. Suffolk will provide to ITD unlimited access to the building and any portion of the building during normal working hours. Access to the project site shall be granted by Suffolk to ITD at no cost to the County. Building access outside of normal working hours, if necessary, will be provided at no cost to the County with a minimum notice of 48 hours to

## Exhibit A

Suffolk in writing. The procedure for access to the building will be the same as those used by all subcontractors and employees of Suffolk performing work on the building site. Access to the building or any portion of the building will not be delayed or restricted by Suffolk. Security procedures relating to the site or the work will not exceed the security procedures required by Suffolk of any Suffolk employee.

3. ITD agrees that the prevention of accidents to ITD employees engaged upon or in the vicinity of the Work is ITD's responsibility. ITD shall establish and implement safety measures, policies and standards conforming to those required or recommended by authorities having jurisdiction and by Suffolk. Safety programs will be uniformly administered and observed by all parties on the project.
4. ITD shall comply with reasonable recommendations of insurance companies having an interest in the Project. Suffolk is authorized to stop any part of the work that Suffolk deems unsafe until corrective measures satisfactory to Suffolk have taken place.

The Division 17 Integrator shall be selected in accordance with the following requirements:

### a) INTERESTED COMPANIES

Suffolk shall issue and Invitation to Bid ("ITB") for the full scope of the Division 17 Work. Any responses received for partial scope of work may be rejected.

The Division 17 Integrator may hire subcontractors to complete critical aspects of the work. Prior to the hiring of such critical subcontractors, and as a condition of the hiring of such subcontractor or any replacement of such subcontractor or assignment of such duties, Suffolk shall deliver to the County for the County's review and approval, a written statement of such subcontractor's qualifications. The critical subcontractors are:

- i. The Structured Cabling System (SCS) Installer as defined by the scope indicated in Specification Section 17120 of the RFP documents.
- ii. The Audio/Visual System (AVS) Installer as defined by the scope indicated in Specification Section 17700 and 17705 of the RFP documents.
- iii. The Security System Installer (SSI) as defined by the scope indicated in Specification Section 17811 of the RFP documents.
- iv. The CCTV System Installer (CI) as defined by the scope indicated in Specification Section 17821 of the RFP documents.

Suffolk shall include these requirements in its contract with the Division 17 Integrator.

### b) DIVISION 17 INTEGRATOR QUALIFICATIONS

Suffolk shall only contract with a Division 17 Integrator that meets the qualification requirements set forth in this Amendment. Suffolk shall prepare bid specifications that contain these requirements. The County shall review and approve the qualifications of the Division 17 Integrator for compliance with the requirements of this Amendment as a condition of the execution of the contract between Suffolk and the Division 17 Integrator. The qualifications must be demonstrated by written documents reasonably satisfactory to the County. The qualifications for the Division 17 Integrator are:

- i. demonstrated five (5) years minimum experience as an integrator for work comparable in scope and complexity to the Division 17 Work, and

Exhibit A

- ii. demonstrated prior successful execution of at least two (2) projects of comparable magnitude and complexity to the Division 17 Work in the previous five years, and .
- iii. at a minimum, a limited energy license or an Electrical Contractor (EC) license issued by the State of Florida or a Low Voltage Specialty Contractors License issued by the Construction Trades Qualifying Board of Miami Dade.

The key personnel of the Division 17 Integrator to be used in the work, identified below, shall be subject to the approval of the County and shall not be changed during the duration of the project without prior notification and approval by the County. The key personnel of the Division 17 Integrator are the following and shall at all times comply with the following qualification requirements.

**Integrator Project Manager:** The Integrator Project Manager shall be responsible for oversight of the entire project to ensure adequate staffing and performance of duties is conducted in a timely manner and within budget. This individual will be responsible for coordinating all low voltage trades, Suffolk, and County staff. Additional responsibilities include, but are not limited to, creating, maintaining, and executing the schedule of work and incorporating the low voltage schedule into the general construction schedule as defined by Suffolk; processing payment applications, attending Owner, Architect and Contractor (OAC) meetings, keeping track of submittals, RFIs, and other project documentation. The individual selected to perform as Integrator Project Manager must have successfully completed the management of at least two (2) projects valued over \$5,000,000 within the past five years.

The Integrator Project Manager shall, at a minimum, meet the following qualifications:

- i. 15 years of experience managing complex high voltage projects;
- ii. Be a BICSI RCDD® ( Registered Communications Distribution Designer) or hold an Infocomm CTS® Certification and have one of the following:
  - Bachelor of Science in Engineering (BS)
  - Professional Engineer (PE)
  - Project Management Professional (PMP)
  - Physical Security Professional (PSP)

**Integrator Project Foreman:** The Integrator's Project Foreman shall be responsible for coordinating in the field all the different low voltage trades and also other building trades, as well as managing the crews in the field, ensuring that a safe working environment is maintained at all times on the project. The Integrator's Project Foreman shall, at a minimum, meet the following qualifications:

- i. A minimum of 15 years of proven experience executing low voltage projects.
- ii. Have successfully completed projects of similar magnitude and complexity within the last 5 years.
- iii. Must have, at a minimum, a limited energy license or an Electrical Contractor (EC) license issued by the State of Florida or a Low Voltage Specialty Contractors License issued by the Construction Trades Qualifying Board of Miami Dade.

## c) BID SUBMITTALS

The award of a contract for Division 17 work shall be conditioned on the bidders satisfying all the elements indicated in this section below.

Suffolk shall require:

- i. Organizational Chart for Division 17 Integrator: This chart shall indicate all companies participating in the project as subcontractors. The complete information on each company shall be indicated (trade name(s), address, phones, contact person) and their relationships.
- ii. Organizational Chart for Division 17 Integrator: This chart shall indicate all the Division 17 Integrator's staff to be used in the project, their title and reporting responsibilities.
- iii. Specification assignment: Indicate which of the specific subcontractors indicated in the organization chart will be the Lead Installer for each of the different specification sections of this scope of work. All subcontractors' names shall be indicated in the organizational chart. The following table shall be included with the response:

NUMBER	SPECIFICATION NAME	SUBCONTRACTOR
17111	Pathways and Spaces for Structured Cabling System	
17120	Structured Cabling System	
17126	Distributed Antenna System	
17200	Data Network Equipment	
17451	Grounding and Bonding for Telecommunications System	
17700	Common work results for Audio/Visual System	
17705	Courtroom Audio/Visual System	
17710	Combinable room Audio/Visual System	
17715	Conference rooms Audio/Visual System	
17719	Public Information System	
17720	Media Distribution System	
17730	Digital Court Reporting System	
17776	Paging System	
17783	Broadband Distribution System	
17790	CATV Head End	
17811	Security Systems	
17815	Screening Equipment	
17821	Closed Circuit Television System	

- iv. Descriptive statement of Division 17 Integrator and subcontractor qualifications
- v. Resumes for Integrator Project Manager and Integrator Project Foreman
- vi. Pricing Breakdowns: The ITB shall require the bidder to provide a price breakdown in sufficient detail to allow for the evaluation by Suffolk and the County of the fairness of the price proposed.

- vii. Bid submittals. Some specification sections include bid submittals with qualifications and technical information. The information required in the following specifications shall be provided:
- a. 17120. Structured cabling system paragraph 1.5.A
  - b. 17126. Distributed Antenna system paragraph 1.8A
  - c. 17700. Common work results for Audio/Visual systems  
paragraph 1.3
  - d. 17730. Digital Court Recording System paragraph 1.3
  - e. 17776. PA system paragraph 1.4
  - f. 17811. Security Systems paragraph 1.3
  - g. 17821. Closed Circuit Television Systems paragraph 1.3
- viii. Proposed schedule. The bidders shall include a proposed schedule that is consistent with the construction schedule of the project.

d) NEW PRICE RIDER

Within 60 calendar days following the Amendment Effective Date, the parties agree to execute the New Price Rider attached hereto and incorporated herein by this reference. The New Price Rider shall contain the Contract price following the inclusion of the Division 17 Work within the work to be performed by Suffolk under the Contract. The parties understand and agree that the Contract price shall be increased only by the amount of the direct cost to Suffolk resulting from the Division 17 sub-contract awarded pursuant to the provisions of this Amendment and the increase in bonding and insurance cost specifically provided for and limited by this Amendment. The parties agree that Suffolk shall not be entitled to any additional profit and overhead cost markup compensation in the event that the bid for Division 17 Work is less than \$7.5 million dollars. In the event that the bid for Division 17 Work exceeds \$7.5 million dollars, and the County approves the bid subject to the provisions of Section 1.9(C) above, the County agrees to compensate the Contractor with an overhead and profit markup for any resulting extra work (the "Division 17 Markup"). The Division 17 Markup shall be ten percent (10%) of any amount by which the bid for the Division 17 work exceeds \$7.5 million. The Division 17 Markup, if any, shall be prorated among all progress payments made for the Division 17 work. Suffolk shall also be entitled to reimbursement for bonding and insurance related expenses related to the value of this Change Order as applicable. In the event the parties are unable to agree upon the terms of the New Price Rider within the period of 60 calendar days following the Amendment Effective Date, this Amendment shall be considered null and void and of no further force and effect.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

SUFFOLK CONSTRUCTION COMPANY INC.

By: [Signature]  
Signature

ATTEST: \_\_\_\_\_

Secretary Juan Diaz  
General Counsel - SE / ASST. SECY  
Suffolk construction company, inc.

Rex B. Kirby  
Print Name

PRESIDENT & GM, SE.  
Title

1-15-13  
Date

(Corporate Seal)

Accepted  
By: \_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:

\_\_\_\_\_  
Risk Management Division

\_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF** the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Mayor or County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:  
**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

**HARVEY RUVIN**  
Clerk of the Court

**CARLOS A. GIMENEZ**  
County Mayor

By: \_\_\_\_\_, Clerk of the Board

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

- One Original to Clerk of the Board
- One Original to User Department's Project File
- One Original to ISD/Capital Improvements
- One Original to Division of Small Business Development, RER
- One Original to Contractor
- One Original to ISD Project Manager

**NEW PRICE RIDER**

To be developed in accordance with Amendment No.2 and Attachment A of the Construction Contract Agreement.

Sept 11<sup>th</sup> 2012

Mr. Jorge Orol  
 Construction Manager 2  
 MDC - General Services Administration  
 172 W. Flagler Street, Ste 330  
 Miami, FL 33130-1528  
 FAX: 305-375-1125

Reference: Miami-Dade Children's Courthouse  
 Subject: Div 17 Technology Package – Bid and Award Cost

Dear Mr. Orol,

The intent of this letter is to advise GSA of Suffolk Construction cost to perform the bid and award for the Div 17 Technology package for Miami Dade County. The cost will be dedicated to have

**Scheduling Department:**

- Develop a Div 17 schedule and integrate it with project schedule

**Project Management:**

- Develop Request for Proposal "RFP"
- Develop Vendors / Subcontractor Qualification criteria
- Develop Contract terms and conditions (per Suffolk criteria)
- Advertisement in a national publication
- RFI processing between vendors and design team
- Perform a Pre-bid conference
- Estimate review and qualification review
- Bid Response and Recommendation development to county

**Accounting & Risk Management:**

- Review and approval of Project management RFP
- Review and approval Project management Vendors / Subcontractor Qualification criteria
- Review of Vendors/Subcontractor Qualification responses

**Estimating:**

- Quantity take-off for major items for Div 17 systems

**Advertisement**

- Suffolk will contract with major national publication for advertisement.
- Cost of Advertisement in a national publication not included -- Suffolk will provide cost to County for reimbursement.

Suffolk will perform the above noted tasks by noted departments for the Bid and award of Div 17 Technology Package for a duration of 90 days or 21 weeks.

Assistant Project Manager for 21 weeks @ Weekly Rate of \$1886/week + Burden = \$2944/week

Assistant Project Manager Cost: \$61,824

Risk Management for 2 weeks @ Weekly Rate of \$1886/week + Burden = \$2944/week

Risk Management Cost: \$5888.00

Scheduling for 4 weeks @ Weekly Rate of \$2030/week + Burden = \$3166/week

Scheduling Cost: \$12,664.00

Estimator for 4 weeks @ Weekly Rate of \$1836/week + Burden = \$2944/week  
Estimator Cost: \$11,776.00

Total actual cost for Suffolk Construction to perform scope (NO OH&P) = \$92,152

SCCI is willing to perform bid and award scope at a discounted rate of \$80,000 due to SCCI interest in selection of proper contractor and interest of assisting the county in Bid and Award of Div 17 Technology package.

In the event the county chooses to perform the Bid and award in lieu of Suffolk, Suffolk would request from county to included, Suffolk Master Contract and exhibits, Master Schedule and div 17 schedule, Exhibit A2 and Exhibit B (Scope requirements developed by SCCI to meet Suffolk performance requirements on site). In addition, we require SCCI involvement in selection of contractor and final review of bid prior to award.

Should you have any questions feel free to call me to discuss.

Sincerely,

  
SUFFOLK CONSTRUCTION

Aehraf El Chirafa  
Sr. Project Manager

cc: File

### Project History

**PROJECT NAME:** Construction of new Miami-Dade County Children's Courthouse

**PROJECT NO:** W40114 ESP

**CONTRACT NO:** W40114 C

**PROJECT DESCRIPTION:** Construction of a new fourteen-story building of approximately 371,500 Sq. Ft., with mechanical penthouse, rooftop elevator machine rooms, landscaped entry, vehicular sally port, a pedestrian bridge from secure outdoor surface parking, utilities, and right-of-way improvements related to new driveways.

**PROJECT LOCATION:** 115 NW 3rd Street, Miami, Florida

**PRIMARY COMMISSION DISTRICT:** District 5 Bruno A. Barreiro

**APPROVAL PATH:** Board of County Commissioners This project is included in the Economic Stimulus Plan.

**USING DEPARTMENT:** Judicial Administration

**MANAGING DEPARTMENT:** Internal Services Department

**DELEGATION OF AUTHORITY:** The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. No additional authority is being requested within the body of this contract.

**Fiscal Impact / Funding Source**

**FUNDING SOURCE:** 2003 Juvenile Courthouse Bond, 2003 Juvenile Courthouse Bond Interest, and Special Revenue Backed Financing.

**CHANGE ORDER FUNDING SOURCE:** 2003 Juvenile Courthouse Bond, 2003 Juvenile Courthouse Bond Interest, and Special Revenue Backed Financing.

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

**MONETARY JUSTIFICATION:** As a result of the above modifications in scope and bidding and award effort by the General Contractor, an increase to the total contract amount in a not-to-exceed amount of \$11,300,000 is being requested.

**DESCRIPTION OF WORK AUTHORIZED:** Amendment No. 2 will provide for the required allocation to fund 1) the cost of the Division 17 Integrator's contract in an amount not-to-exceed \$11,000,000 as per estimates produced by the Architect of record, Hellmuth, Obata & Kassabaum, Inc. (HOK), and by Miami-Dade County's Information Technology Department (ITD);

2) \$80,000 to reimburse the Contingency disbursement to Suffolk to address labor costs related to the bidding and award responsibilities by Suffolk Construction; 3) Suffolk's cost (\$220,000) for the required additional Payment and Performance Bond to secure the increase in the original contract.

**TIME JUSTIFICATION:**

No additional time extension is required to complete this project.

	<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:	\$73,650,000	\$0	\$0	\$73,650,000	\$28,824,659	\$44,825,341
CONTINGENCY:	\$3,682,500	\$0	\$0	\$3,682,500	\$740,392	\$2,942,108
DEDICATED:	\$3,162,583	\$0	\$11,300,000	\$14,462,583	\$891,869	\$13,570,714
TOTALS:	\$80,495,083	\$0	\$11,300,000	\$91,795,083	\$30,456,920	\$61,338,163

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Amendment Duration</u>	<u>Current Totals</u>
BASE DURATION:	936	0	0	936
CONTINGENCY:	94	0	0	94
TOTAL DURATION:	1,030	0	0	1,030

**INITIATING FACTOR(S) FOR AMENDMENT**

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested Change	\$11,300,000	0
	\$11,300,000	0

**Track Record/Monitor**

**PERFORMANCE RECORD:**

Suffolk Construction Company, Inc.'s (Suffolk) principal has indicated 18+ years of experience as a general contractor in construction work similar to the work for this contract. According to the Capital Improvements Information Systems database (CIIS), Suffolk has been awarded 1 contract with a total value of \$80,495,083 in construction contracts with the County. Based on the CIIS, the County has completed 1 evaluation for Suffolk with an average rating of 3.5 with 4.0 being the highest rating possible.

**PRIME CONTRACTOR:**

Suffolk Construction Company, Inc.

**COMPANY PRINCIPAL/S:**

Rex B. Kirby, President

**COMPANY QUALIFIERS:**

Christopher T. Kennedy , CGC1519949

**COMPANY EMAIL ADDRESS:**

[rkirby@suffolkconstruction.com](mailto:rkirby@suffolkconstruction.com)

**COMPANY STREET ADDRESS-CITY-STATE-ZIP:**

80 SW 8<sup>th</sup> Street, Suite 2710, Miami, FL 33130

**YEARS IN BUSINESS AT TIME OF AWARD:**

18

**PREVIOUS CONTRACTS WITH  
COUNTY IN THE LAST FIVE  
YEARS AT TIME OF AWARD:**

According to the Firm History Report as provided by the Department of Regulatory and Economic Resources the General Contractor has been awarded one (1) contract with a total value of \$80,495,083 in construction contracts to the County during the past five years; no change orders have been requested on these contracts.

**SUBCONTRACTORS AND  
SUPPLIERS (SECTION 10-34  
MIAMI-DADE COUNTY CODE):**

Communication Installation Solutions  
Crane Safety & Inspections  
Eastern Waste Systems Inc.  
ModSpace  
Royal Flush, LLC  
Sims Crane & Equipment Co  
Skilled Staffing  
Smith Aerial Photos  
AGC Electric, Inc.  
All Green Nursery, Inc.  
Budget Construction  
Carlson Fence Co., Inc.  
City Engineering, Inc.  
Complete Dewatering Pumps & Well Points  
ECS Florida, LLC  
HJ Foundation  
Jaffer Well Drilling  
Labor for Hire  
Liberty South Construction Services  
Sunbelt Rentals Inc  
Triangle Surveying & Mapping  
Urbieta Oil  
Atlantic Concrete Washout, Inc.  
Florida Concrete Unlimited, Inc.  
Fly & Form, Inc.  
Gate Precast Company  
Maxim Crane Works  
PTE Strand Co, Inc.  
Telesco Construction Co. Inc  
Transamerica Construction Company  
United Rentals  
Summit Structures & Restoration, LLC  
American Structural Corporate Inc.  
Bachiller Iron Works  
Designer's Specialty Millwork  
Above All Caulking & Waterproofing  
Fire Stop Systems, Inc  
Lotspeich Company, Inc.  
Petersen Dean  
State-Line Products of So. FL, Inc.  
Best Rolling Doors, Inc.  
Next Door Installation  
RC Aluminum  
Super Sky Products, LLC  
Acousti Engineering Co of Florida  
Everlast Drywall Construction, Inc.  
Italbec U.S., Inc.  
Stonhard, Inc.  
SVP Tile & Marble, Inc.  
Hufcor Florida Group  
Multiline Building Specialties, Inc.