


Memorandum



Date: July 2, 2013

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

From: Carlos A. Gimenez
Mayor 

Subject: Approval of the Delegation of Authority to Exercise MIA Mover APM System Owner Option C1 at Miami International Airport under MDAD Project No. J104A-3

Agenda Item No. 8(A)(3)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) delegate authority to the County Mayor or designee to exercise the option to expand the MIA Mover Automated People Mover (APM) system in the amount of \$9,996,000.00, subject to the economic price adjustments for a total approximate amount of \$11,216,000.00, with the purchase of four (4) additional APM cars and all modifications necessary to accommodate the additional cars into the MIA Mover APM System.

SCOPE

Miami International Airport (MIA) is located primarily within Commission District Six (Chairwoman Sosa). However, the impact of this Delegation of Authority is Countywide as MIA is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

On July 1, 2008, the Board approved Resolution No. R-735-08, awarding the MIA Mover Automated People Mover System to Parsons-Odebrecht Joint Venture. Under the contract, Owner Option C1 specified a price of \$9,996,000.00 to expand the system to meet line capacity. This amount, combined with the economic price adjustments provided in the contract in the approximate amount of \$1,220,000.00, equals the total current price of \$11,216,000.00. The exercising of this Owner Option is funded by Airport Revenue Bonds for the amount of \$11,216,000.00.

DELEGATED AUTHORITY

The proposed delegation will authorize the Mayor or designee to exercise the MIA Mover APM System Contract Owner Option C1 to expand the initial system to meet the interim and ultimate line capacity subject to the economic price adjustments as specified in the proposal form(s) of the contract through the date of delivery of the four (4) additional APM cars and completion of all modifications necessary to accommodate the additional cars into the MIA Mover APM System.

TRACK RECORD/MONITOR

The County records for the last five (5) years have no information for Mitsubishi Heavy Industries America, Inc. (Mitsubishi), but Mitsubishi has performed satisfactorily on two Miami-Dade Aviation Department (MDAD) projects. Mitsubishi's most recent contract was the Partial Assignment Agreements with the County executed on August 29, 2008, as the operating system supplier for the MIA Mover APM System at MIA, which carries passengers between the Rental Car Center and MIA's Terminal Building, and the MIA North Terminal Development Train. The County's Capital Improvements Information System includes an evaluation of the MIA Mover project as being successful, but has no information on Mitsubishi, who was a sub-contractor to Parsons-Odebrecht Joint Venture on the project.

MDAD Project Manager Franklin Stirrup will monitor this project.

DUE DILIGENCE

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the degree of responsibility of Mitsubishi, including verification of corporate status and a determination of favorable performance and compliance issues. There were no adverse findings relating to the matter of responsibility of Mitsubishi. The company has no active exclusions listed in the System for Award Management. The records of the Florida Department of State Division of Corporations show the company status as Active.

BACKGROUND

The scope of the MIA Mover APM System Project consisted of the design, construction, operation, and maintenance of an elevated APM system as a turnkey project which was completed on schedule and under budget. The system provides a convenient and reliable means for transporting passengers between MIA and the Miami Intermodal Center, which includes the Rental Car Center. The operation of the MIA Mover has resulted in fewer vehicles on MIA access roads, thus reducing greenhouse gas emissions, improving MIA's air quality and easing traffic congestion on the Upper and Lower Drives.

Per the attached Resolution No. R-735-08, Phase I of the MIA Mover APM System Contract was awarded to Parsons-Odebrecht Joint Venture and included the design, construction, testing, and commissioning of the fixed facilities (MIA Station, guideways, and the maintenance and storage facility) and the manufacture, supply, installation, testing, and commissioning of the operating system.

A Partial Assignment of the contract for the Phase II portion was awarded to Mitsubishi for the operation and maintenance of the MIA Mover APM System. The initial term was for five (5) years, with County options to extend for two five-year periods. The County can terminate any portion of Phase II Operation and Maintenance for convenience and require the contractor to train County-designated personnel to perform those tasks. The option allows for the expansion of the system from the initial capacity to the ultimate capacity and it was prudent to secure prices at the time of bidding for the potential future expansion of the system. Mitsubishi will meet the contract requirements for the expansion of the initial system to meet the interim and ultimate line capacity by providing four (4) additional cars and making all modifications necessary to the operating system to accommodate the introduction of the additional cars into the MIA Mover APM System.

The present MIA Mover APM System is experiencing higher than anticipated levels of ridership which is expected to continue to increase. The action outlined in this memo will allow the MIA Mover APM System to achieve the ultimate design capacity of the system and continue to provide passengers with the highest level of service.

PROJECT:	MIA Mover APM System Project Purchase Four (4) New Cars for MIA Mover APM System
PROJECT NO.	J104A-3
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Mitsubishi Heavy Industries of America, Inc.
TERM OF AGREEMENT:	1,095 calendar days or three (3) years

COMPANY PRINCIPALS: Mitsubishi's Board of Directors
President and CEO – Hiromichi Morimoto
Executive Vice-President – Michihisa Yoshida
Treasurer – Naohisa Higashida
Deputy Head – Hideharu Sasaki
Administration Director- Shingo Lioda

GENDER, ETHNICITY &
OWNERSHIP BREAKDOWN: Wholly owned subsidiary of Mitsubishi Heavy Industries Ltd.

COMPANY LOCATION: 630 Fifth Avenue, Suite 2650
New York, NY 10111

Registered Agent: CT Corporation System
1200 S. Pine Island Road
Plantation, FL 33324


HOW LONG IN BUSINESS: Thirty-four (34) years

PREVIOUS AGREEMENTS
WITH THE COUNTY WITHIN
THE PAST FIVE (5) YEARS: Partial Assignment Agreement for the O&M Phase II Contract for
the MIA Mover APM System at MIA \$82,836,782.15.
MIA North Terminal APM System Phase I Contract (under
Sumitomo Corporation of America (SCOA).
MIA Mover APM System Phase I Contract (under POJV).

CONTRACT MEASURES: The option being exercised is strictly for the procurement of
additional APM cars to expand the initial MIA Mover System
capacity to the ultimate system capacity, which is specialized
work. Contract Measures are not applicable.

RESPONSIBLE WAGES: Not Applicable

USING DEPARTMENT: Miami-Dade Aviation Department



Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: July 2, 2013

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

SUBJECT: Agenda Item No. 8(A)(3)

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
Veto _____
Override _____

Agenda Item No. 8(A)(3)
7-2-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING MAYOR OR MAYOR'S
DESIGNEE TO EXERCISE CONTRACT OPTION C-1 IN
COUNTY CONTRACT NO. J104A-3 BETWEEN
MITSUBISHI HEAVY INDUSTRIES OF AMERICA AND
MIAMI-DADE COUNTY, FOR THE PURCHASE OF AD-
DITIONAL TRAIN CARS AT A PRICE OF \$11,216,000.00

WHEREAS, the Board of County Commissioners (Board) desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, pursuant to Resolution No. R-735-08, this Board authorized execution of a contract for the construction, operation, and maintenance of the Miami Intermodal Center/Miami International Airport Automated People Mover System between Miami International Airport and the Miami International Airport Rental Car Center; and

WHEREAS, that contract required that the Mitsubishi Heavy Industries of America, Inc provide a firm fixed price for the County's optional purchase of additional train cars; and

WHEREAS, that contract included Owner Option C1 that specified a price of \$9,996,000.00 to expand the system to meet line capacity; and

WHEREAS, that contract provided for economic price adjustments that currently amount to \$1,220,000.00 to be added to the \$9,996,000.00, for a total current price of \$11,216,000.00,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Mayor or Mayor's designee is authorized to exercise Owner Option C1 in Contract J104A-3 between Mitsubishi Heavy Industries of America, Inc and Miami-Dade County, for the purchase of additional train cars in the

amount of \$11,216,000.00, and is authorized to execute change orders to such contract, with the approval of the County Attorney's office as to form and legal sufficiency, to effectuate this option, without further action of the Board of County Commissioners.

The foregoing resolution was sponsored 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
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of July, 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.



David M. Murray

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

Resolution No. R-735-08

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. Cospers, 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:
QUALIFIER(S)** Gilberto Neves
Thomas E. Barron

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

YEARS IN BUSINESS: 8 years

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
Page 7

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN: Hispanic Male
Caucasian Male

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	MIA South Terminal Program	\$ 840,500,000.00
	MIA North Terminal	1,045,501,216.00
	North Corridor Metrorail Extension	59,800,000.00
	MPO General Planning Consulting	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

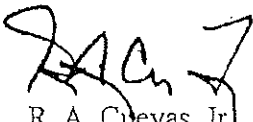


MEMORANDUM

(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. R-735-08

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 **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	absent
Carlos A. Gimenez	aye	Sally A. Heyman	nay
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorin D. Rolle	absent	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

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: **Kay Sullivan**
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



CARLOS ALVAREZ
Miami-Dade County Mayor

BOARD OF COUNTY COMMISSIONERS

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

Barbara J. Jordan, District 1
Dorin 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. Martínez, 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:

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 I 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 I	\$ 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 I cost (PIA F31A)

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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,

ATTEST: Harvey Ruvin Clerk

By: _____
County Manager

By: _____
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

Approved for Form and Legal Sufficiency

(Corporate Name)

By: _____
President

DBM

(Assistant County Attorney)

Attest: _____
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

Parsons Transportation Group Inc

(Corporate Name)

ODEBRECHT CONSTRUCTION INC.

(Corporate Name)

By: [Signature]

President

By: [Signature]

President

Attest _____
Secretary

Attest [Signature]

Secretary

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

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By: [Signature]

Signature of Authorized Representative of Joint Venture

Witnesses as to Above
[Signature]

[Signature]
