Memorandum

MIAMI-DADE COUNTY

Date: March 18, 2014

Agenda Item No. 3(B)(2)

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

From: Carlos A. Gimenez
Mayor

Subject: Ratification of the First Amendment to the Project Specific Services Agreement with H.J. Ross Associates, Inc. for Aviation Fueling Services, Project No. E05-MDAD-01, in the amount of $1,811,605.00

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached Resolution ratifying the actions of the County Mayor's designee, pursuant to the provisions of the Miami-Dade Aviation Department's (MDAD) Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, approving the First Amendment to the Project Specific Services Agreement with H.J. Ross Associates, Inc. for Aviation Fueling Services at Miami International Airport (MIA), Project No. E05-MDAD-01, increasing the Agreement amount by $1,811,605.00.

SCOPE

Miami International Airport is located primarily within Chairwoman Rebeca Sosa's District Six; however, the impact of this agenda item is countywide in nature as MIA is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The cost for the required additional design and related services under this Amendment totaled $1,811,605.00. These costs were disbursed from the MDAD Environmental Reserve Fund.

TRACK RECORD/MONITOR

H.J. Ross has performed satisfactorily on this Agreement according to Miami-Dade Aviation Department (MDAD) Project Manager Gustavo Leal, Engineer III, Civil Environmental Engineering Division.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the County's Small Business Development Division reveal no violations for this firm.

BACKGROUND

A March 23, 2011, fire at the MIA Jet Fuel Storage Facility completely destroyed the existent fire suppression capabilities of the north bank of pumps, and MIA was unable to supply fuel to aircraft for six (6) days, causing a severe disruption to this critical operation. MDAD restored delivery of jet fuel to the fuel hydrant via a temporary bank of six (6) pumps and two (2) filters. Due to the destruction of the fire suppression system, Miami-Dade Fire Department (MDFD) was required to maintain staff and pump trucks at the site around-the-clock to allow use of this temporary fueling system. This temporary system lacked appropriate fire protection and all other fueling components to make it fully reliable and safe, and was not a permanent solution to the fueling needs at MIA.

The PSA for HJ Ross was issued under Resolution No. R-638-06. After the fire, MDAD issued the attached Amendment to the H.J. Ross PSA to design a code-compliant fire suppression system. While the contract term had expired, work orders remained active pursuant to the terms of the contract. Given the identical work scope, the continuing obligations on-site, and the potential delay that would be

caused by a procurement process, MDAD directed H.J. Ross to provide these services with payment to be authorized by change order.

A companion fueling design item for Burns & McDonnell accompanies this one. For the fuel facility reconstruction project, the scope of work for the design was split in two: H.J. Ross did all mechanical related designs for the MIA fueling systems as it has vast experience in this field. Burns & McDonnell designed the fire suppression system along with the site and work-related services as it has a well-known team of certified Fire Engineers. Due the magnitude of the portion of H.J. Ross design work and related services associated with it, its services cost more than the portion done by Burns & McDonnell.

Work on the North Pump Rack Replacement Facility was completed in June 2012 and the South Pump Rack, which needed to be upgraded to meet Miami-Dade Fire Rescue Department requirements, was completed in October 2012. The commissioning and close-out phases were accomplished in November 2012, and the facility has been in service since February 2013. As a result of this work, designs for the fuel farm and construction work was performed expeditiously.

PROJECT:	Aviation Fueling Services at MIA
PROJECT NO.:	Project No. E05-MDAD-01
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	H.J. Ross Associates, Inc.
TERM OF AGREEMENT:	Tasks were completed and the repairs permitted for full operations by January 31, 2013. The contract is closed out and there are no outstanding service orders.
ORIGINAL AGREEMENT AMOUNT:	$1,503,750.00
ADJUSTED AGREEMENT AMOUNT:	$3,315,355.00
PERCENT CHANGE THIS MODIFICATION:	120%
RECOMMENDED MODIFICATION:	Increase the original PSA amount from $1,503,750.00 by $1,811,605.00 for a new Agreement amount of $3,315,355.00, including the Inspector General fee
CONTRACT MEASURES:	Community Business Enterprise 35%*
CONTRACT MEASURES ACHIEVED TO DATE*:	Nifah and Partners Consulting Engineers Inc. 7% - $76,527.80 Nova Consulting Inc. 5% - $56,388.70 *Due to the highly specialized work performed under this PSA and dollar amounts of CBE tasks that were not as high as anticipated, H.J. Ross was unable to meet its goal.
COMPANY PRINCIPAL:	Alvaro Piedrahita and Mariano Valle
LOCATION OF FIRM:	201 Alhambra Circle, Suite 900 Coral Gables, Fl 33134

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN: T.Y. Lin International, 100% Stockholder

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS: Project No. E05-MDAD-01

LIVING WAGE: Not Applicable

INSPECTOR GENERAL: Provisions included in the agreement

USER AGENCY: Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: March 18, 2014

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

SUBJECT: Agenda Item No. 3(B)(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
Veto _____
Override _____

Agenda Item No. 3(B)(2)
3-18-14

RESOLUTION NO. _____

RESOLUTION RATIFIYING THE FIRST AMENDMENT TO THE PROJECT SPECIFIC SERVICES AGREEMENT WITH H.J. ROSS & ASSOCIATES FOR AVIATION FUELING SERVICES, PROJECT NO. E05-MDAD-01 AT MIA, IN THE AMOUNT OF $1,811,605

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby ratifies the First Amendment to the Project Specific Services Agreement with H.J. Ross & Associates for required design and related services resulting from the fire that occurred on March 23rd, 2011, at the MIA Jet Fuel Storage Facility which completely destroyed the north bank of pumps along the existent fire suppression capabilities, which increases the Agreement amount by a total of $1,811,605.

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 18th day of March, 2014. 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

TY·LIN INTERNATIONAL / H·J·ROSS

June 28, 2013

Mr. Gustavo E. Leal
Aviation Fueling Systems Supervisor
Civil Environmental Engineering Miami International Airport
Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida 33102

RE: Community Business Enterprises (CBE) goals for Aviation Fueling Service Projects
Professional Services Agreement

Dear Mr. Leal:

This letter addresses the use of Community Business Enterprises (CBE) sub consultants that are team members under the H. J. Ross Associates Aviation Fueling Services Project Professional Service Agreement (PSA) approved by the Board of County Commissioners under resolution R-638-06 effective June 26, 2006.

Firstly I would like to re-state our commitment to working with our CBE business partners. In the past H. J. Ross Associates, Inc. was a small minority owned business in Miami-Dade County and is fully aware of the issues of doing business as a CBE. We appreciate and actively look for opportunities to involve our CBE team members in each of the assignments that we are asked to perform for the airport under this professional services agreement and on other non airport work.

Our CBE sub consultant partners are Nifah and Partners Consulting Engineers, Inc. and Nova Consulting, Inc. The goal for the agreement was set at 37.5%. Nifah and Partner's scope of services is structural engineering and Nova's scope of services is environmental and storm water engineering. Any scope of work given to us that includes work assignments that can be performed by our CBE partners; we give to them to perform.

The projects in the scope of the agreement include both structural engineering and environmental and storm water engineering which these scopes were tasked to Nova Consulting and Nifah and Partners. In addition other scopes such as drafting and research tasks have been tasked to each CBE sub consultant to try to increase their dollar volume participation. However the dollar amounts of these CBE tasks are not as high as the original goal anticipated.

The larger number of the assignments under this PSA are of a technical nature that requires the use of specific aircraft fuel system engineers to perform. Aircraft fuel system engineering requires a specific set of training, knowledge and experience that is not as available as are other

201 Alhambra Circle, Suite 900 Coral Gables, FL 33134 ♦ Tel. (305) 567-1888 ♦ Fax. (305) 567-1771
www.tylin-hjoss.com

engineering discipline. The scope of the projects required more aircraft fuel system engineering which required more of the dollar amounts to accomplish these tasks.

I also enclose a letter from the FDOT which also reflects our commitment to using DBE sub consultants. Note, H. J. Ross Associates, Inc. is wholly owned by T. Y. Lin International.

Please review this letter and contact me if you have any questions.

Sincerely

H.J. Ross Associates, Inc.

Michael Miller

Michael K. Miller, PE
Vice President

Attachment: FDOT DBE Letter of 1/22/2013

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

January 22, 2013

MR. ALVARO PIEDRAHITA, PRESIDENT
T. Y. LIN INTERNATIONAL, INC.
201 ALHAMBRA CIRCLE, SUITE 900
CORAL GABLES, FL 33134

Dear Mr. Piedrahita:

I want to thank you personally for ensuring that minority and female owned firms have the opportunity to obtain work on transportation projects in Florida. I commend you for being a strong, supportive partner of the Florida Department of Transportation (FDOT).

Your conscientious efforts to use Disadvantaged Business Enterprises (DBEs) on FDOT federally funded projects helped the State of Florida achieve 10.31% DBE participation, which exceeded the 8.60% DBE goal established for the 2011-2012 federal fiscal year (FFY). Your participation strengthens the transportation industry, as well as the overall economy of Florida.

The actual percentage reported for your company is 12.36% on 9 project(s), which results in a DBE utilization grade of A.

Please feel free to visit the Equal Opportunity Office's (EOO) website at www.dot.state.fl.us/equalopportunityoffice/ to view the 2011-2012 FFY grading scale and reporting criterion.

If we can provide you with any assistance on the DBE Program, please contact Art Wright, EOO Manager at (850) 414-4749 or arthur.wright@dot.state.fl.us.

Thank you again.

Good work!!

Sincerely,

Ananth Prasad, P.E.
Secretary

AP:aw

FIRST AMENDMENT TO THE PROJECT SPECIFIC SERVICES AGREEMENT WITH H.J. ROSS ASSOCIATES, INC., FOR AVIATION FUELING SERVICES, PROJECT NO. E05-MDAD-01 AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT, to the Project Specific Services Agreement for Aviation Fueling Services at Miami International Airport ("MIA") (the "First Amendment") entered into this 17th day of Sept., 2012, by and between **Miami-Dade County** (the "County"), a political subdivision of the State of Florida, and **H.J. Ross Associates, Inc.** (the "Contractor"), corporations authorized to do business in the State of Florida (collectively, the "Parties").

WITNESSETH:

WHEREAS, by Resolution No. R-638-06 passed and adopted June 6, 2006, the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), authorized Project Specific Services Agreements for aviation fueling services between Miami-Dade County and the firm of H.J. Ross Associates, Inc., for the provision of such services at Miami-Dade County airport system facilities between the Parties; and

WHEREAS, as a result of a fire that occurred on March 23, 2011, the County desires the Consultant to perform similar services, of the original Agreement; and the Consultant is willing to provide such services under the terms and conditions of the Agreement.

WHEREAS, the County desires to (i) add funding to the existing Agreement through this First Amendment in order facilitate the repairs to the existing fuel farm caused by the March 23, 2011 fire and (ii) have the Consultant provide additional professional planning consulting services.

WHEREAS, the Services being rendered by the Consultant are ongoing and

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

1. In Article 8, entitled "Compensation for Services", sub-article 8.1, entitled "Compensation for Basic Services", page 56, replace the paragraph in its entirety with the following:

   8.1 COMPENSATION FOR BASIC SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the Architect/Engineer for Basic Services performed shall not exceed Two Million Seven Hundred Thousand Dollars and No Cents ($2,700,000.00) and shall be disbursed as reflected herein.

2. In Article 8, entitled "Compensation for Services", sub-article 8.9, entitled "Maximum Payable Fee for Additional Services", page 61, replace the paragraph in its entirety with the following:

   8.9 MAXIMUM PAYABLE FEE FOR ADDITIONAL SERVICES: The aggregate sum of all payments to the Architect/Engineer for Additional Services payable on this Project shall not exceed One Hundred Twenty Thousand Dollars and No Cents ($120,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

3. In Article 8, entitled "Compensation for Services", sub-article 8.10, entitled "Maximum Payable

6. Except for the aforementioned modification, and in all other respects, the Agreement shall remain in full force and effect in accordance with all other terms and conditions specified therein.

7. This First Amendment shall become effective as of the date first written above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

AFF-1

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

"1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) _____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: SEE ATTACHED

Litigation Arising out of Contract: _____

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2) _____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
09/29/2008	$ 3,307,949.00	$ 3,230,529.00	-2.3 %

Name of Dept. & Summary of Services Performed: Runway 8R-26L Rehabilitation - Miami-Dade Aviation Department

Runway pavement rehabilitation

Litigation Arising out of Contract: N/A

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
10/21/10	$ 825,000.00	$ No task orders issued	N/A %

Name of Dept. & Summary of Services Performed: Miscellaneous Construction Inspection Services - Office of Capital Improvements

Miscellaneous construction inspection services

Litigation Arising out of Contract: N/A

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 65 Years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? NO

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the {HJ Ross Associates} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

Indicate below if the above named Entity, as of the date of submission:

X has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida

Board of Engineers

H.J. [illegible]es, Inc.

Is authorized under the provisions of Section [illegible] Florida Statutes, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013
AUDIT NO: 228201303044

CA. LIC. NO: 407

AERIAL
29
FIRE
SAFETY
RESCUE
DEPT.