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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 7, 2011

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

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Resolution No. R-511-11

Subject: Third Amendment to the Baggage Handling System Consultant Agreement with URS Corporation Southern, Project No. B703A5, Increase agreement amount by $2,275,000

RECOMMENDATION

The attached Third Amendment to the Baggage Handling System Consultant Agreement between URS Corporation Southern (URS) and Miami-Dade County is recommended for approval by the Board. This amendment increases the contract by $2,275,000 for the purposes described in this memorandum.

SCOPE

PROJECT NAME:	North Terminal Development (NTD) Automated Baggage Handling System (BHS)
PROJECT NO.:	B703A5
CONTRACT NO.:	B703A5
PROJECT DESCRIPTION:	Construction administration services for the installation, coordination and oversight, check-out, testing, commissioning, and final acceptance of the NTD BHS.
PROJECT LOCATION:	Miami International Airport (MIA)
PRIMARY COMMISSION DISTRICT:	This project is located within Commissioner Rebeca Sosa's District 6. However, the impact of this item is countywide in nature as Miami International Airport is a regional asset.
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Miami-Dade Aviation Department (MDAD)
MANAGING DEPARTMENT:	MDAD

FISCAL IMPACT/FUNDING SOURCE

MODIFICATION FUNDING SOURCE:	CIP Construction Funds; index code 733709
PTP FUNDING:	No
GOB FUNDING:	No

AMENDMENT DESCRIPTION: Increase agreement amount by $2,275,000

BACKGROUND AND JUSTIFICATION

In December 2009, the Board was advised of substantial delays on the completion of Phases 1 & 2 of the NTD BHS; which are tied to the completion of the building construction (in particular the FIS [Federal Inspection Services], B-C Apron and NTI [North Terminal Improvements] projects); from June 2009 to March 2011 (21 months), and Phase 3 from March 2011 to November 2011 (8 months). In response to these delays, the Board has approved numerous NTD Program budget reallocations -- via MDAD's NTD Reports -- of unused and uncommitted NTD funds to the NTD Contingency account in anticipation of utilizing some of these funds to address the various impacts to the BHS program. All of the BHS delays have been successfully negotiated with all other building and civil contractors and the new completion date of the NTD Overall Program Schedule is November 2011. Thus far, 93.4% of the NTD gate-driven program has opened on or ahead of schedule.

The First and Second Amendments to this contract specifically addressed the delays associated with Phase 1 and 2 which constituted approximately 90% of the Baggage Handling project. This Third Amendment, to be funded in total from the NTD Contingency account, is to pay for the remaining contract work including completion of testing and TSA re-commissioning procedures for Phase 3 and additional work related to the existing baggage sortation device (referred to as "Big Bertha") the scope of which will be performed from April 1, 2011 to the completion of the BHS system. Big Bertha is a very large sized conveyor which has been serving the Concourse E – FIS recheck and the ticket counters for many years. Since the transfer of American Airlines (AA) operations to Concourse E gates after the closure of Concourse A, Big Bertha has been extensively utilized to support AA international operations. With age and use it has been in constant need of repair. There were no specific plans to address and provide solutions for this issue at the time the County assumed the project from AA so it became evident that the new Concourse D – FIS will not be ready for several more months and AA will need to continue the operations at Concourse E – FIS. Having just one large system did not provide the redundancy factor necessary for a major airline hub operations, therefore the County and AA teams decided that it will be necessary to replace Big Bertha with two smaller conveyors with simultaneous availability in case of a single breakdown. This change in condition created new baggage related work which required planning, engineering, installation and testing scope of work and has been added to URS current scope. Since funding for this amendment is provided from existing contingency funds, there is no impact to the overall NTD budget as established by the Board.

ORIGINAL AGREEMENT AMOUNT:	$4,731,800
PREVIOUS COUNTY MODIFICATIONS:	$8,000,000
AMOUNT OF RECOMMENDED MODIFICATION:	$2,275,000
ADJUSTED AGREEMENT AMOUNT:	$15,006,800 (See below table)

Services	Original Agreement Amount	Previous Amendments	Recommended Amendment	Adjusted Agreement Amount
Basic Services including Work-Related, Work-Site, and Reimbursable Expenses	$4,320,000	$0	$0	$4,320,000
Additional Services	$400,000	$8,000,000	$2,275,000	$10,675,000
Reimbursables	$0	$0	$0	$0
Inspector General Audit Account	$11,800	$0	$0	$11,800
Total	$4,731,800	$8,000,000	$2,275,000	$15,006,800

PERCENT CHANGE THIS MODIFICATION: 48.08%

TOTAL PERCENT INCREASE ALL MODIFICATIONS: 225.60%

INITIATING FACTOR(S) FOR AMENDMENT:

- ☐ Regulatory Change
- ☒ Other Agency Request Change
- ☐ Design Errors Change
- ☐ Design Omissions Change
- ☒ County Requested Change
- ☒ Unforeseen/Unforeseeable Change
- ☐ Other

TRACK RECORD/MONITOR

FIRM: URS Corporation Southern

COMPANY PRINCIPAL(S)
Gary Jandegian, President and Director
Carlos Garcia, Vice-President
Steven Henriquez, Vice-President
James Mayo, Vice-President
Stephen Noppinger, Vice-President
Kristin L. Jones, Secretary

COMPANY QUALIFIER(S): Loyd D. Stark and William Murray (Architect Business)

COMPANY EMAIL ADDRESS: Bob_Baker@URSCorp.com

COMPANY STREET ADDRESS: 600 Montgomery Street, 25th Floor

COMPANY CITY-STATE-ZIP; San Francisco, CA 94111

YEARS IN BUSINESS IN FLORIDA: Date Filed in the State of Florida: April 9, 1981

PREVIOUS EXPERIENCE WITH COUNTY (PAST FIVE YEARS):	See attached SBD A&E Firm History Report15 contracts valued at $28.5 million
CONSULTANT PERFORMANCE:	URS Corporation has a 3.5 average rating for the twenty-one (21) items listed in the Capital Improvement Information System database for this Architect/Engineer, which is satisfactory.
CONTRACT MEASURES:	None. See attached memorandum from MDAD Minority Affairs
COMPLIANCE DATA:	There have been no violations listed against this firm on this project or any other County projects.
DELEGATIONS OF AUTHORITY:	The Aviation Director or designee has the authority to expend the contingency accounts, reduce the scope of the project, or terminate/cancel the agreement.
CONTRACT and PROJECT MANAGER:	Juan Carlos Arteaga
NAME/PHONE/EMAIL:	(305) 869-5694 JCArteaga@miami-airport.com
SBD REVIEW:	Yes
LEGAL SUFFICENCY:	Yes

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 7, 2011

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)
7-7-11

RESOLUTION NO. R-511-11

RESOLUTION APPROVING AMENDMENT THREE TO THE PROJECT SPECIFIC SERVICES AGREEMENT BETWEEN URS CORPORATION SOUTHERN AND MIAMI-DADE COUNTY, INCREASING THE CONTRACT AMOUNT BY $2,275,500.00, FOR WORK RELATED TO THE NORTH TERMINAL BAGGAGE HANDLING SYSTEM

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 authorizes the County Mayor or Mayor's designee to execute a Third Amendment of the Project Specific Services Agreement between URS Southern Corporation and Miami-Dade County, in substantially the form attached hereto, which provides for an increase in the contract amount by $2,275,500.00, and authorizes the County Mayor or Mayor's designee to enforce the terms of such Third Amendment.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan** , who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 2011. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

THIRD AMENDMENT TO THE PROJECT SPECIFIC SERVICES AGREEMENT WITH URS CORPORATION SOUTHERN FOR THE NORTH TERMINAL DEVELOPMENT AUTOMATED BAGGAGE HANDLING SYSTEM PROJECT AT MIAMI INTERNATIONAL AIRPORT

THIS THIRD AMENDMENT, entered into this _____ day of _____, 2011 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and URS Corporation Southern, hereinafter referred to as the "Architect/Engineer" or "A/E".

WITNESSETH:

WHEREAS, on May 6, 2008 the Board by its adoption of Resolution R-458-08 approved the Project Specific Services Agreement (Agreement) for construction administration services for the installation, coordination and oversight, check-out, testing, commissioning and final acceptance of the North Terminal Development (NTD) Automated Baggage Handling System (BHS), Project No. B703A5; and

WHEREAS, the County approved the First Amendment to address material changes to the BHS; and

WHEREAS, the County approved the Second Amendment that provided the necessary funding so that the AE could continue to provide on-going project oversight services because of further delays and additional scope changes to the BHS; and

WHEREAS, the intent of the Second Amendment was to provide funding for the completion of Phase Numbers 1 and 2 scheduled to be complete by March 31, 2011, with the understanding that additional funding for Phase 3 might be necessary depending on the cost of efforts to finalize Phases 1 and 2. A subsequent amendment would have been necessary to fund Phase 3 services through the end of the 2011 calendar year; and

WHEREAS, the Second Amendment did not accurately reflect this understanding between the County and URS, and the County needs additional funding to finalize Phase 3 of the project.

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

1. In Article 5, entitled "Additional Services",

   A. In the Second Amendment, delete paragraph numbers 1.A. and 1.B.

B. Funding provided by the Second Amendment was for the following:

i. Phases 1 and 2: Continuation of on-going construction administration services for the installation, coordination, oversight, check-out, testing, commissioning, acceptance, and Transportation Security Administration (TSA) re-commissioning procedures for Phases 1 and 2 of the BHS which is scheduled to be complete on March 31, 2011.

ii. Phase 3: Continuation of on-going construction administration services for the installation of the Phase 3 portion of the NTD Baggage/Screening through March 31, 2011.

C. Funding provided by this Third Amendment is for the following:

i. Phases 1 and 2
In the event Phase Nos. 1 and 2 are not completed by March 31, 2011 (i.e., American Airlines acceptance of the system is delayed), this Third Amendment provides funding for the continuation of on-going construction administration services installation / testing and Transportation Security Administration (TSA) re-commissioning procedures after March 31, 2011 until such acceptance. All other Services after this acceptance are part of the A/E's base agreement and do not require additional funding.

ii. Phase 3 and Big Bertha Modification (BB) Systems: Continuation of on-going construction administration services for the installation, coordination, oversight, check-out, testing, commissioning, acceptance, and Transportation Security Administration (TSA) re-commissioning procedures for Phase 3 and BB Systems of the BHS scheduled to be complete by the end of the 2011 calendar year.

D. Effective as of the First County Amendment, all Additional Services Lump Sum Service Orders include all associated direct and indirect expenses including reimbursable expenses.

2. In Article 8.7 entitled "MAXIMUM PAYABLE FEE FOR ADDITIONAL SERVICES":

Delete: Eight Million, Four Hundred Thousand Dollars and No Cents ($8,400,000.00).

Substitute: Ten Million, Six Hundred Seventy-five Thousand Dollars and No Cents ($10,675,000.00).

3. In Article 8.10 entitled "TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT":

   Delete: Twelve Million, Seven Hundred and Thirty-one Thousand, Eight Hundred Dollars and No Cents ($12,731,800.00).

   Substitute: Fifteen Million, Six Thousand, Eight Hundred Dollars and No Cents ($15,006,800.00).

4. It is understood between the parties that this Third Amendment may be necessary to fully fund the Services in order that the Architect/Engineer and its subconsultants can complete all phases of its Services for the BHS. The Architect/Engineer and its subconsultants are completely informed as to the ongoing changes and needs of the BHS and certify that the funding provided by this Third Amendment is sufficient for it to complete all phases of its Services for the BHS, as may be required. Notwithstanding the preceding, this Third Amendment does not guarantee that the Architect/Engineer shall earn all such amounts provided for in this Third Amendment, and payment for Additional Services shall be made pursuant to the contract terms and as ordered by the County.

5. Upon A/E's receipt of payment in full for the services performed by its former subconsultant Cage Inc. ("Cage"), the A/E releases County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for any and all claims, disputes or causes of action relating to compensation for services performed by Cage under this agreement. Cage's termination date was effective February 16, 2011. The effective date of this Third County Amendment is hereby defined as the date it is executed by the County Mayor or designee.

6. In the event the Board of County Commissioners does not ratify the Mayor's, or his authorized designee's, approval of this amendment, the County shall terminate the amendment by sending written notice to the Architect/Engineer. The termination date shall be effective the date notice is received. Such notice may be by electronic means (e.g., email). If electronic means are used, the electronic notice shall be followed by hard copy. The County shall pay for all services or work completed and approved prior to receipt by the Architect/Engineer of the notice of termination. Payment for completed and approved work shall be in accordance with its contract with the County, but the County shall not be responsible for payment of profits on such work.

7. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified therein.

8. This Third Amendment shall become effective as of the date first written above.

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

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

BY ITS BOARD OF COUNTY COMMISSIONERS

_____
County Mayor

(MIAMI-DADE COUNTY SEAL)

ATTEST:

By:_____

URS CORPORATION SOUTHERN

_____

(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By:_____
Assistant County Attorney

Memorandum

MIAMI-DADE COUNTY

Date: February 28, 2011

To: Jose Abreu, Director
Miami Dade Aviation Department

From: Milton L. Collins, Associate Director
Minority Affairs Division

Subject: Project No. B703A5, Amendment #3

Minority Affairs has reviewed the subject amendment which increases the funding by $2,275,000 to $15,006,800. This amendment provides the funding for URS Corporation Southern (URS), to correct scrivener's error in the Second Amendment, continue its services for the remaining contract work including completion of testing, TSA re-commissioning procedures for Phase 3, additional work related to Big Bertha scope and final acceptance of the Baggage Handling System. There are no small business measures on this contract. URS has continued to utilize the services of CAGE, Inc. and EAC Consulting. Minority Affairs has no compliance issues with these firms.

Please do not hesitate to contact me at 305-876-7221 if you need additional information.

c: Penelope Townsley, Director, Department of Small Business Development
Patrice King, Administrative Officer, SBD

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DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 02/23/2006 **To:** 02/23/2011

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* E04-SEA-02	1	SP	NO MEASURE	03/07/2006	$2,000,000.00
BOND ENGINEERING SERVICES (SIC 871)					
					$2,000,000.00
* EDP-FN-SR-BP2	1	FN	NO MEASURE	05/10/2006	$250,000.00
BALLPARK PROJECT					
					$250,000.00
* E05-OCI-02 D	2	CQ	GOAL CBE 15%	06/16/2006	$825,000.00
NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (THREE (3) AGREEMENTS @ $750,000.00 EACH) (SIC 871)					
					$825,000.00
A05-PARK-03 GOB 44-70154,	1	PR	NO MEASURE	11/02/2006	$804,026.00
TRAIL GLADES RANGE, PHASES I AND II (SIC 871)					
Change Order # 1	DEC-07-10				$346,715.00
					$1,150,741.00
A05-PARK-02 GOB 45-70155	1	PR	NO MEASURE	12/28/2006	$1,377,616.50
AMELIA EARHART PARK IMPROVEMENTS, PHASE II. (SIC 871)					
					$1,377,616.50

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBDR0212_E

Wednesday, February 23, 2011

Ver: 1

DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 02/23/2006 **To:** 02/23/2011

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E05-PARK-01, GOB PARK TRAIL IMPROVEMENTS (SIC 871)	1	PR	GOAL CBE 20%	10/02/2007	$1,444,751.00
					$1,444,751.00
E06-WASD-11 DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S WATER TREATMENT PLANTS (SIC 871)	1	WS	GOAL CBE 35%	10/02/2007	$8,800,000.00
					$8,800,000.00
B703A5 BAGGAGE HANDLING SYSTEM CONSULTANT AGREEMENT WITH URS CORPORATION SOUTHERN (SIC 871)	1	AV	NO MEASURE	05/06/2008	$4,731,800.00
					$4,731,800.00
E07-MDAD-01 AVIATION PLANNING CONSULTANT SERVICES (SIC 871)	2	AV	GOAL CBE 15%	07/17/2008	$750,000.00
					$750,000.00
E08-DERM-01 PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES (SIC 871)	1	DE	GOAL CBE 11%	03/03/2009	$3,000,000.00
					$3,000,000.00

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DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 02/23/2006 **To:** 02/23/2011

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-DE-SR-001-DERM PINETREE DRIVE TREE REMOVAL PERMIT	1	DE	NO MEASURE	03/12/2009	$5,000.00
					$5,000.00
* EDP-SP-SR-2009-025 WHARVES 1 AND 2 STRUCTURAL INSPECTIONS	1	SP	NO MEASURE	07/20/2009	$10,551.00
					$10,551.00
E09-SEA-02 (2009-023) NON-EXCLUSIVE PROFESSIONAL SERVICES FOR BOND ENGINEERING SERVICES (SIC 871)	1	SP	GOAL CBE 10%	02/02/2010	$1,650,000.00
					$1,650,000.00
E09-DERM-01 PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES (SIC 871)	1	DE	GOAL CBE 16%	05/04/2010	$2,750,000.00
					$2,750,000.00
EDP-PW-SR-20070776-B VENETIAN CAUSEWAY BRIDGE REHABILITATION	1	PW	NO MEASURE	10/06/2010	$158,727.00
					$158,727.00

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DBDR0212_E

Wednesday, February 23, 2011

Ver: 1

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 02/23/2006 **To:** 02/23/2011

PRIMES

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount	$28,557,471.50	
			Total Change Orders Approved by BCC	$15,326,798.00	

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBDR0212_E

Ver: 1

Wednesday, February 23, 2011

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

Legislative Notes

Agenda Item:	**8AIA**
File Number:	**111198**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**June 8, 2011**
Type of Item:	**Third Amendment to the Baggage Handling System Consultant Agreement with URS Corporation Southern, Project No. B703A5**

Summary

This resolution approves the Third Amendment to the Consultant Agreement for the North Terminal Development (NTD) Automated Baggage Handling System (BHS) between URS Corporation Southern (URS) and Miami-Dade County (County), increasing the contract amount by $2,275,000 for an adjusted amount of $15,006,800.

The Third Amendment, to be funded from the NTD Contingency Account, is to pay for the remaining contract work including completion of testing and TSA re-commissioning procedures for Phase 3 and additional work related to the existing baggage sorting device, the scope of which will be performed from April 1, 2011 to the completion of the BHS system.

- *What is the remaining balance of the NTD Contingency Account after this modification?*

The justification for the amendment states the following:

- *Having one large system did not provide the redundancy factor necessary for a major airline hub operations; therefore, the County and American Airlines (AA) teams decided that it would be necessary to replace it with two smaller conveyors with simultaneous availability in case of a breakdown. This change created new baggage related work which required planning, engineering, installation and testing scope of work and has been added to the URS current scope.*

First Amendment

The Board of County Commissioners (BCC) adopted R-469-10 on May 4, 2010, ratifying the actions of the County Mayor and Aviation Director modifying the URS contract increasing the amount by $7,000,000 for an adjusted amount of $11,731,800. The description and justification of the modification stated in R-469-10 is as follows:

- *Siemens Energy and Automation, properly delivered a fully functional system. As has been reported to the BCC, numerous program changes and delays have impacted this extremely complex BHS project since the County and URS entered into this agreement including programming issues, AA requested enhancements, additional TSA requirements and owner requested changes. This amendment provides the necessary funding for URS to continue in its role as the owner's representative.*

Second Amendment

The BCC adopted R-11-11 on January 20, 2011, ratifying the actions of the County Mayor and Aviation Director modifying the URS contract increasing the amount by $1,000,000 for an adjusted amount of $12,731,800. The description and justification of the modification stated in R-11-11 is as follows:

- *Due to the delays with the BHS, this amendment provides the funding for URS to continue its services of providing required construction administration services for the installation, coordination and oversight, check-out, testing, commissioning and final acceptance of the BHS. These services include the completion of Phase 1 and 2 installation/testing and TSA re-commissioning procedures and continuing installation of Phase 3 portion of the NTD Baggage/Screening project anticipated to be completed late 2011.*

Both prior amendments were approved by the Miami-Dade Aviation Department (MDAD) pursuant to the delegated authority provided by the BCC in Ordinance No. 08-87. Ordinance No. 08-87 authorized the County Mayor and the Aviation Director to execute change orders, extend contract time, waive liquidated damages and modify contract terms for contracts relating to the NTD Program at Miami International Airport without the need for prior BCC approval, but subject to established safeguards and BCC oversight through ratification.

Pursuant to Implementing Order 3-48, with regards to Ordinance No. 08-87: The Mayor and the Airport Director will administer the ratification/expedite process for contracts, change orders, amendments, modifications and settlement agreements and will prepare a ratification list and submit it to the BCC on a quarterly basis in January, April, July and October of each year. The latest ratification list submitted to the BCC was on January 20, 2011.

However, Ordinance No. 08-87 has sunset. The sunset provision provided for the earliest of **January 1, 2011**, or upon the substantial completion of the North Terminal Development Project, or upon a change in the Director of the Miami-Dade County Aviation Department.

Background and Relevant Legislation

The BCC adopted R-458-08 on May 6th, 2008, authorizing the County Mayor, or designee, to execute the Professional Services Agreement (Agreement) between the County and URS in the amount of $4,731,800 for services related to the Automated Baggage Handling System (BHS) at the NTD Project for a term of five (5) years or until all services were completed, whichever may be later.

The Agreement approved by the BCC through R-458-08, was a lump sum Agreement for $4,320,000, inclusive of $400,000 for possible future changes mandated by TSA, for the remaining construction administration services for the BHS through final completion of the system.

- ***Section 8.7 of the Agreement stated that the maximum payable fee for additional services will not exceed $400,000 and must be authorized in writing by the Project Manager.***
- ***Additionally, Article 5 of the Agreement listed various additional services that may be performed upon receipt of a service order approved by MDAD.***

Lump sum agreements are usually negotiated in an effort to control costs and avoid change order requests. Under the lump sum Agreement with URS, URS was required to manage the resources and personnel to meet and comply with the requirements of the BHS schedule through the final completion date of March 31, 2011. Also, URS was at risk for slippages in the schedule.

Background

The following background information is provided pursuant to the County Manager's Memorandum dated May 6, 2008:

- *Siemens is designing and installing the BHS and in order to ensure the proper installation, AA retained URS through a competitive process to act as the owner's representative. The AA Agreement with URS was assigned to the County through Resolution 735-05, the Fourth Amendment to the Lease, Construction and Financing Agreement between AA and the County.*

- *The Agreement that was assigned to the County, provided for living accommodations and vehicle leases for full-time URS personnel who did not have a local address. This is not typical in MDAD agreements. MDAD was unable to negotiate an amendment pertaining to the County's operating requirements and limitations on reimbursable travel expenses. The Agreement expired on June 30, 2006. Approximately $2.3 million remained in the URS Contract at the time it expired.*

- *The County Attorney determined that MDAD may re-engage URS, as long as, the scope of the work remained substantially identical to the prior agreement.*

Prepared by: Bia Marsellos