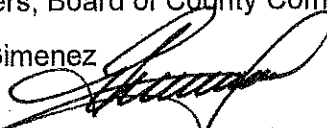


Date: March 4, 2014

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

From: Carlos A. Gimenez
Mayor 

Subject: Ratification of the Second Amendment to the Technical Services Agreement with
Lea+Elliott, Inc. for the MIA Mover APM System, increasing the Agreement amount by
\$500,000.00 and extending the Term

Agenda Item No. 3(B)(9)

Resolution No. R-203-14

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 Second Amendment to the Technical Services Agreement (TSA) with Lea+Elliott, Inc. for the MIA Mover Automated People Mover (APM) System, increasing the Agreement by \$500,000.00 and extending the term for three (3) years.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

The sources of funding for this amendment of \$500,000.00 are the Miami-Dade Aviation Department (MDAD) Capital Improvement Program, and reserve maintenance accounts.

TRACK RECORD/MONITOR

Based on the County's Capital Improvements Information System (CIIS), Lea+Elliott has an above satisfactory rating. The MDAD Project Manager is Franklin Stirrup.

COMPLIANCE DATA

There is no history of violations for this firm in the County's Small Business Development database.

BACKGROUND

Pursuant to Resolution R-1292-07, the Board approved the assignment of this Agreement from Dade Aviation Consultants to Lea+Elliott and, pursuant to R-1293-07, subsequently updated the language of the agreement to reflect the assignment and revise the documents to conform to County policy.

The MIA Mover APM System Project is an elevated, landside, dual-lane guideway APM system spanning 1.25 miles connecting the Rental Car Center with MIA. Since passenger service commenced September 9, 2011, the MIA Mover has experienced higher-than-anticipated levels of ridership, and those levels are expected to continue to increase. Therefore, MDAD has decided to exercise Owner Option C1 in the Contract to expand the system and procure four (4) additional cars, which will take 27 months to fabricate, test, and put into service. Continued specialized technical expertise to provide support and assistance with the procurement, oversight of the fabrication, monitoring of the system testing of the four (4) additional cars and the installation of the cross-over switch equipment to improve the operational efficiency of the system are required.

Lea+Elliott has provided these services on the existing system and can continue to provide specialized technical support services during the procurement of the four (4) additional cars and installation of the cross-over switch equipment, other related services for the MIA Mover APM System, and technical support services for other APM-related tasks and projects at MIA beyond the intended scope of this Agreement. These tasks are directly related to and necessary for the successful completion of this project and other similar projects as authorized by service orders.

PROJECT DESCRIPTION

Lea+Elliott was selected to provide specialized technical knowledge and consulting services in the selection of a contractor to design, build, operate and maintain the MIA Mover Automated People Mover (APM) system at Miami International Airport (MIA), provide post contract award services for the project to ensure a timely completion of the project, monitor and control contract costs and schedules, and provide oversight of the design and construction for conformance to the contract documents.

COMPANY NAME/ADDRESS: Lea+Elliott, Inc.
5200 Blue Lagoon, Suite 250
Miami, FL 33126

HOW LONG IN BUSINESS: 40 years

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS: \$13,763,200.00

ORIGINAL TERM OF AGREEMENT: Until all services are completed

ORIGINAL AGREEMENT AMOUNT: \$13,816,800.00 (including Inspector General account)

RECOMMENDED MODIFICATION: Increase the Agreement amount by \$500,000.00 and extend the term three (3) years to December 4, 2015.

ADJUSTED AGREEMENT AMOUNT: \$14,402,082.00 (including Inspector General account)

PERCENT CHANGE THIS MODIFICATION: 3.6%

CONTRACT MEASURES: Voluntary

CONTRACT MEASURES ACHIEVED: Ronald Frazier and Associates, P.A - \$59,053.00 (1%)
PACO Group, Inc. - \$510,883.00 (4%)
Carney Neuhaus, Inc. - \$69,858.00 (1%)
LKG-CMC, Inc. - \$158,774.00 (2%)
PB Americas - \$1,007,826.00 (8%)

USING DEPARTMENT: Miami-Dade Aviation Department



Jack Osterholt, Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: March 4, 2014

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

SUBJECT: Agenda Item No. 3(B)(9)

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)(9)
3-4-14

RESOLUTION NO. R-203-14

RESOLUTION RATIFYING COUNTY MAYOR'S EXECUTION, PURSUANT TO SECTION 2-285 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA OF THE SECOND AMENDMENT TO THE TECHNICAL SERVICES AGREEMENT WITH LEA + ELLIOTT, INC. FOR THE MIA MOVER APM SYSTEM, IN THE AMOUNT OF \$500,000.00 AND EXTENDING THE TERM OF THE AGREEMENT BY THREE YEARS

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 ratifies the actions of the Mayor or Mayor's designee, pursuant to the provisions of the Miami-Dade Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, in approving and executing the Second Amendment to the Technical Services Agreement with Lea + Elliott, Inc. for the MIA Mover APM System, in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof; in the amount \$500,000.00 and extending the term of the agreement by three years.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**

who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz**

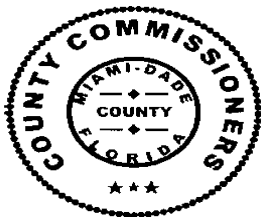
and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

SECOND COUNTY AMENDMENT
TO THE TECHNICAL SERVICES AGREEMENT WITH
LEA + ELLIOTT, INC. FOR MIA MOVER APM SYSTEM
FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS SECOND COUNTY AMENDMENT, has been entered into this 25th day of Jan, 2013 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Lea + Elliott, Inc., hereinafter referred to as the "Design Professional".

WHEREAS, on July 20, 2000, Dade Aviation Consultants (DAC) and the Design Professional entered into a Technical Services Agreement, Project No. B115A, to provide professional consulting services in connection with the implementation of the Miami Intermodal Center (MIC)/Miami International Airport (MIA) Connector Project, hereinafter referred to as the "Agreement"; and,

WHEREAS, by Resolution No. R-1292-07, passed and adopted December 4, 2007, the Board of County Commissioners accepted Dade Aviation Consultant's assignment of the Agreement with Lea+Elliott, Inc. as amended by Amendment No. 1 on April 23, 2003 and by Amendment No. 2 on August 17, 2005 relating to the MIC/MIA Connector Project, per the assignment provision in the Agreement, to the County so that L+E could provide technical consulting services in the selection and post contract award oversight of a contractor to design, build, operate, and maintain the MIA Mover Automated People Mover (APM) system at Miami International Airport (MIA), Project Number J104A; and,

WHEREAS, by Resolution No. R-1293-07, passed and adopted December 4, 2007, the Board of County Commissioners approved the First County Amendment to the Technical Services Agreement between Miami-Dade County and Lea+Elliott, Inc., relating to the MIA Mover Automated People Mover (APM) System Project Agreement; and,

WHEREAS, the County has decided to exercise Owner Option C1 in the original MIA Mover APM System Contract to expand the Initial System to meet the Interim and Ultimate Line Capacity. The expansion of the Initial System to the Interim and Ultimate Line Capacity requires that four (4) additional cars be procured and put into service for the MIA Mover APM System to provide the ultimate design capacity of the system and to install the cross-over switch equipment to improve the efficiency of the system to address the higher than anticipated levels of ridership currently being experienced on the system which is expected to increase. As such, the County now desires to extend the term of the Agreement through December 4, 2015 and to increase the funds available so that the Design Professional could continue to provide Specialized Technical Support Services during the procurement of the four (4) additional cars and installation of the cross-over switch equipment, and provide other related services to the County for the MIA Mover APM system, as well as provide Technical Support Services for other APM related tasks and projects at Miami International Airport not originally included in the Agreement.

WHEREAS, the County has the authority pursuant to Ordinance No. 95-64 to amend administratively contract amounts by up to \$500,000 or 15% of the particular contract amount; and,

WHEREAS, the County desires to modify Sub-article 4.1, Fee for Services of the Agreement by increasing the amount of the Agreement by \$500,000 from \$13,900,832.00 to \$14,402,082.00, which will leave a remaining funding balance of \$84,746.00, and extending the term of the Agreement by three (3) years to December 4, 2015, and the Consultant is willing to continue to provide such services under the terms and conditions of the Agreement as modified herein.

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

1. Modify Sub-Article 2.25 TERM OF AGREEMENT to read "This Agreement shall remain in effect until December 4, 2015 or until the Services under this Agreement are completed, whichever occurs later.
2. Delete Sub-Article 2.7.2 OWNER'S TERMINATION FOR CONVENIENCE and replace it with the following:

Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.

3. Delete Sub-Article 4.1 FEE FOR SERVICES and replace it with the following:

The fee for Services authorized in accordance with Article 3 of this Agreement will be a Not-to-Exceed (NTE) amount of Fourteen Million Four Hundred and Two Thousand Eighty Two Dollars and No Cents (\$14,402,082.00). The fee includes all salaries, wages, benefits, other personnel costs, overhead and profit, any and all other direct costs associated with the Services, and the audit accounts of \$138,882.00. The Consultant is not guaranteed a minimum or maximum amount under this Agreement. The Consultant shall not be paid for any Services that exceed the NTE amount. The Consultant has no obligation to perform services for which payment would exceed the NTE amount.

4. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.
5. All other provisions of this Agreement not expressly changed herein shall remain the same.
6. This Second Amendment shall become effective as of the date first written above.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Lea+Elliott, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary *Rod Falvey*
(Signature and Seal)

By: *[Signature]*
Authorized Officer - Signature

Rod Falvey - Corporate Secretary
(Type Name & Title)

Name: Jack Norton
President/CEO
(Type Name & Title)



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

By: *[Signature]*
Mayor

Attest: Harvey Ruvin, Clerk

By: *[Signature]*
Deputy Clerk

Approved for Form
and Legal Sufficiency

[Signature]
Assistant County Attorney



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

This sworn statement is submitted for:

PROJECT TITLE: Miami Dade Aviation Department

PROJECT NUMBER: J104A

COUNTY OF Dade

STATE OF Florida

Before me the undersigned authority appeared, Daniel J. McFadden, PE (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

LEA+Elliott, Inc.

(Name of Entity)

5200 Blue Lagoon, Suite 250, Miami, Florida 33126

(Address of Entity)

7 / 5 - 2 / 2 / 9 / 5 / 1 / 7 / 2 /
Federal Employment Identification Number

hereinafter referred to as the Entity being its

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**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.]**

AFF-2

**PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)**

 X Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

 The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

**CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

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

 X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ 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.cf

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)

_____ \$ _____ \$ _____ %

Name of Dept.
& Summary
of Services
Performed

Litigation
Arising out
of Contract

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	--------------------------	-------------------------

(2)	\$ <u>13,763,200</u>	\$ <u>13,763,200</u>	<u> </u> %
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Name of Dept. & Summary of Services Performed Miami Dade Aviation Department - MIA MOVER
Professional Consulting Services - PSA Contract #1158

Litigation Arising out of Contract None

A. How long has Entity been in business? 40

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

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. **NO38A,B702A,N038A**
 Federal Employer Identification No. (FEIN): 75-2295172
 Contract Title: **North Terminal APM System & OM Support**
Satellite E Support

1. <i>Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</i>	6. <i>Miami-Dade County Vendor Obligation to County Sec. 2-8.1 of the County Code</i>
2. <i>Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code</i>	7. <i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1 (f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code</i>
3. <i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8. <i>Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</i>
4. <i>Miami-Dade County Disability Non-Discrimination Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95</i>	9. <i>Miami-Dade County Living Wage Sec. 2-8.9 of the County Code (If applicable)</i>
5. <i>Miami-Dade County Debarment Disclosure Section 10-38 of the County Code</i>	10. <i>Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60, 11A-67 of the County Code</i>

AFFIDAVIT

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

Pursuant to 215.442, F.S., the { LEA+Elliott, Inc. } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or 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.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

[Signature]
(Signature of Authorized Representative)

Title: Associate Principal

Date: December 5, 2012

STATE OF:
COUNTY OF:

The above affidavits were acknowledged before me this 5th day of DECEMBER, 2012

by Daniel J. McFadden, P.E.
(Authorized Representative)

of LEA+ELLIOTT, INC
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Barbara Y. McFaul
(Signature of Notary)
BARBARA Y. MCFAUL
(Print Name)

Notary Stamp or Seal:

Notary Commission Number: EE 195417
My Commission Expires: 6/1/2016

