

Memorandum



Date: July 8, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(F)(8)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Recommendation for Approval of a Designated Purchase for Project No. B702B –
Phase 2, Operation and Maintenance Agreement for the Miami International Airport
North Terminal Automated People Mover System

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a designated purchase for *Project No. B702B – Phase 2, Operation and Maintenance Agreement (Agreement) for the Miami International Airport North Terminal Automated People Mover System (SkyTrain)*. Approval of a designated purchase is being requested, pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code by a two-thirds vote of the Board members present, to extend the term of the Agreement awarded to Crystal Mover Services, Inc. (CMSI), for six months, to February 28, 2022, with additional expenditure authority in the amount of \$4,227,465 under the same terms and conditions. The services Aviation obtains through this Agreement are critical to Miami International Airport (MIA) operations as CMSI provides operation and maintenance (O&M) services for the SkyTrain.

In 1995 the County and American Airlines, Inc. (American) entered into a Lease, Construction and Financing Agreement, which authorized American to design and construct the North Terminal Development Project.

In 1999, Sumitomo Corporation of America (SCOA) was awarded Project No. B702 by American, through a competitive procurement process for both Phase 1 consisting of the design, manufacturing, installation, testing, and commission of the SkyTrain and; Phase 2 for the O&M of the Skytrain. As part of the proposal submitted by SCOA, Phase 2 would be managed by CMSI, a joint venture corporation between Mitsubishi Heavy Industries America (MHIA) and SCOA, which are the only two companies qualified to perform O&M on MHIA automated people mover systems in the United States. Through the joint venture, CMSI would have the expertise and knowledge to manage the proprietary system and information that comprised the SkyTrain.

On June 21, 2005, the Board adopted Resolution R-735-05, approving an amendment to the Lease, Construction and Financing Agreement, which assigned all of American's obligations for the design and construction of the North Terminal Development Project to the County. The assignment was needed to allow the County to assume full control of the North Terminal Development Project and to ensure that completion of the project would be handled expeditiously and in a cost effective manner.

Having assumed full control of the North Terminal Development Project, the Board adopted Resolution R-694-10, approving award of the Agreement to CMSI for a five (5) year term with five (5) one-year options to renew (OTR), in the aggregate amount of \$40,137,783. The Agreement was then amended by the Board through Resolution R-1065-15, removing four OTRs, changing the expiration date to December 31, 2016.

Through Resolution R-82-17, the Board approved an emergency purchase agreement with CMSI in the amount of \$1,000,000 in order to extend the services provided under the Agreement for sixty (60) days through February 28, 2017. Consecutively, the Board adopted R-99-17, approving a second OTR for a period of four (4) years in an amount not to exceed \$33,819,720.

A six-month extension was exercised under delegated authority pursuant to Implementing Order 3-38, to maintain services and to provide additional time to negotiate a new five-year legacy agreement with CMSI. **The County and CMSI have been working diligently to finalize negotiations for this complex contract. An extension of the current agreement is needed until negotiations conclude and a new award is approved by the Board.**

This item is being presented as a designated purchase because competition is not feasible at this time due the proprietary nature of the system. The terms and pricing for the requested six-month extension are based on the terms and pricing of the Agreement as approved by the Board. Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the County Code to ensure the uninterrupted operation of the SkyTrain until such time as the replacement agreement is in place.

Scope

The scope of this item is countywide in nature.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

The contract term expires on August 31, 2021, and has a cumulative allocation of \$80,338,968. If this request is approved, the contract will have a modified cumulative allocation of \$84,566,433 and will expire on February 28, 2022. The requested increase in expenditure authority is based on the projected cost that will be incurred during the six-month extension.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
Aviation	\$80,338,968	\$4,227,465	\$84,566,433	Proprietary Funds	Sylvia Novela
Total:	\$80,338,968	\$4,227,465	\$84,566,433		

Track Record/Monitor

Basia M. Pruna of the Internal Services Department is the Assistant Division Director.

Awarded Vendor

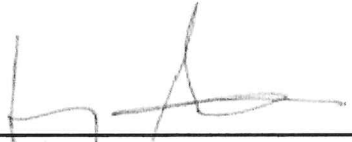
Vendor	Principal Address	Local Address*	Principal
Crystal Mover Services, Inc.	815 NW 57 Street Miami, FL	Same	James D. Lillie

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The agreement with SCOA originally had a 3.5 percent Black Business Enterprise (BBE) goal. This provision is no longer included since Black/Hispanic/Women Business Enterprise firm certifications are no longer available. However, CMSI continues to use the same Small Business Enterprise (SBE) firms listed in the 1999 procurement: N&K Enterprises, Inc. and Omega Maintenance Company.
- The Local Preference does not apply.
- The Living Wage applies.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 8, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(8)

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
- ☐ Statement of social equity 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 present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(F)(8)
7-8-21

RESOLUTION NO. _____

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 1 WITH CRYSTAL MOVER SERVICES, INC. FOR PROJECT NO. B702B, PHASE 2, OPERATION AND MAINTENANCE AGREEMENT FOR THE MIAMI INTERNATIONAL AIRPORT NORTH TERMINAL AUTOMATED PEOPLE MOVER SYSTEM, EXTEND THE TERM OF THE CONTRACT UP TO SIX-MONTHS, AND AUTHORIZE ADDITIONAL EXPENDITURE AUTHORITY IN AN AMOUNT UP TO \$4,227,465.00 FOR A TOTAL MODIFIED CONTRACT AMOUNT OF \$84,566,433.00 FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE SUPPLEMENTAL AGREEMENT, INCLUDING ANY CANCELLATION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve Supplemental Agreement No.1 with Crystal Mover Services, Inc. for Project No. B702B, Phase 2, Operation and Maintenance Agreement for the Miami International Airport North Terminal Automated People Mover System, extend the term of the contract up to six-months, in substantially the form attached hereto and made part hereof, and authorize additional expenditure authority in

an amount up to \$4,227,465.00 for a total modified contract amount of \$84,566,433.00 for the Miami-Dade Aviation Department, pursuant to section 2-8.1(b)(3) of the County Code, by a two-thirds vote of the Board Members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the supplemental agreement, including any cancellation provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38. A copy of the contract document is on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

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:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

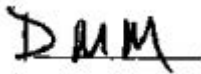
The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.

A handwritten signature in black ink, appearing to read "DMM", with a horizontal line extending to the right.

David M. Murray

SUPPLEMENTAL AGREEMENT NO. 3

Contract Number: R-99-17

Contract Title: Operation and Maintenance Agreement with Crystal Mover Services, Inc. for the Miami International Airport North Terminal Automated People Mover System (Project No. B702B; Skytrain)

Contractor: Crystal Mover Services, Inc.
815 NW 57 Street
Miami, FL 33126

In accordance with the above reference Contract, this Supplemental Agreement, when properly executed becomes a part of the Contract and shall:

A. Extend the term for an additional six (6) months, from August 31, 2021 to February 28, 2022.

B. Increase the Contract amount in order for Crystal Mover Service, Inc. to provide operations and maintenance services for the Miami International Airport North Terminal Automated People Mover System.

All terms, covenants and conditions of the original Contract shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. R-99-17 effective on the dates of the parties' signature, whichever is later.

Contractor

Miami-Dade County

By: James D. Lillie

By: _____

Name: James D. LillieName: Daniella Levine CavaTitle: President & CEOTitle: MayorDate: April 23, 2021

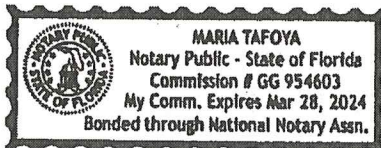
Date: _____

Attest: [Signature]
Corporate Secretary/Notary

Attest: _____

Clerk of the Board

Corporate Seal/Notary

Approved as to form
and legal sufficiency_____
Assistant County Attorney