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

Memorandum

MIAMI-DADE COUNTY

Date: November 6, 2007

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

To: Honorable Chairman Bruno A. Barreiro, and Members, Board of County Commissioners

From: George M. Burgess, County Manager

Subject: Second Amendment to Professional Services Agreement with Dade Aviation Consultants for Limited Professional Services Related to the South Terminal Program in an amount not to exceed $7.5M **R-1208-07**

RECOMMENDATION

It is recommended that the Board approve the attached Second Amendment to the Professional Services Agreement between Miami-Dade County and Dade Aviation Consultants ("DAC") in amount not to exceed $7.5M and exercises a one (1) year option to renew, in order to successfully complete the South Terminal Program ("STP"). It is further recommended that the Board authorize the Mayor, or his designee to execute said Amendment for and on behalf of the County and exercise any cancellation provisions therein.

SCOPE

The services being performed located within Commission District 6, however the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The funding source for this Agreement is Airport Revenue Bonds.

TRACK RECORD/MONITOR

DAC has been satisfactorily providing this service for Miami-Dade Aviation Department since the inception of the agreement. The Miami-Dade Aviation Department ("MDAD") staff member responsible for monitoring this agreement is John Cosper, PE

BACKGROUND

On December 15, 1992, the Board approved a Professional Services Agreement (PSA) with DAC for the performance of professional services in support of the execution of the Plan of Facilities Development for the Miami Dade County Aviation System. On December 3, 2002 the Board approved the First Amendment which, among other things, exercised a five (5) year option contained in the PSA and established new, lower multipliers. Under the terms of the PSA, DAC is to provide the management of architectural, engineering, planning, technical and other professional services as needed in support of Miami Dade Aviation Department (MDAD) staff.

Currently, DAC is providing general consulting services in the areas of business systems, environmental, utilities planning and DAC is also providing the typical day to day project management support required by on going Capital Improvement Program (CIP) projects.

Specifically, DAC provides document control, contracts administration support, construction claims analysis, scheduling and estimating support services.

DAC services are provided through the assignment of experienced project managers and support professionals pre-approved by MDAD. These professionals are currently playing a key role in the implementation of numerous projects recently approved by the Board as part of Phase I of the CIP, such as the South Terminal and Concourse J, Chiller Plant (in close-out phase), and others. In general, DAC's performance in these and other projects over the last fifteen years has been satisfactory.

It is critical, specifically to Phase I of the South Terminal Program, and the successful negotiations of claims, completion of base scope of work and the close-out of the project for continued services to be provided by DAC. Due to the complexity and size of the project, it would be detrimental to the County to lose the expertise and historical knowledge of DAC staff working on the program since inception. Not only would inserting new staff to complete the program impact the County's ability to successfully negotiate contractor claims, it would also add excessive costs to the program. DAC personnel currently involved in this project, because of their expertise and overall knowledge of the program, are an essential component part of MDAD's ability to deal with the following areas:

1. South Terminal Phase I Claims Management
   - Research claims issues
   - Perform time impact analysis
   - Recommend entitlement
   - Present results
   - Support negotiations
   - Settlement paperwork

2. South Terminal Phase I Completion of required Work
   - Manage work order process
   - Administer A/E contracts
   - Coordinate field activities in an operating airport
   - Resolve field issues
   - Manage punchlist
   - Manage additional operationally required work

3. South Terminal Phase I Closeout Support
   - Support final commissioning
   - Secure As-Builts/closeout paperwork
   - Closeout each of the 20 STP Annexes
   - Closeout A/E contracts
   - Closeout testing contracts

DAC currently has a total staff of 68, with 51 supporting the South Terminal Program. While MDAD indicated to the Board in September 2006 that there was no plan to exercise any extension provision, as a result of delays in the project, missing the completion date of February 19, 2007 and a proposed claim by the contractors of an amount ranging between $80 to $100 million dollars, MDAD is now seeking to exercise a one (1) year extension to properly close out Phase 1 and any outstanding claims.

DAC had previously supported elements of South Terminal Phase 2 project; however, in order to further reduce costs associated with the overall program, the current Phase 2 project management duties will be assumed by Aviation Department staff prior to December 15, 2007. Following the commencement of the one (1) year option this December, a reduction in the total DAC staff to 21 (70%) is programmed. This remaining staff of 21 will be dedicated to supporting the South Terminal Phase 1 program only. As specific tasks of the project are completed, DAC staff would be appropriately reduced even further.

The Annual Operating Budget is set at a not to exceed amount of $7.5M and authorized service orders will be issued on an incremental basis based on need. The not to exceed amount is based on an anticipated breakout of three categories:

1) Direct labor of $4.8M;

2) Other direct costs of $1.9M (operating expenses, specialty services for claims analysis as required, close-out expenses, final DAC Contract audit as required by the contract, etc.) which are allowed with no markup; and,

3) Contingency $800K to cover unknown requirements related to the Phase 1 work to be controlled through separate authorized service orders.

All other services currently provided by DAC under the current agreement will cease as of December 15, 2007.

Additionally, the PSA currently prohibits the members of the DAC joint venture from providing additional professional services to MDAD for other projects during the performance of the PSA, other than those expressly permitted under the agreement. As the services to be provided by DAC during the extended period of performance will be limited to the South Terminal Program, it is appropriate to amend the PSA to allow the individual members of the DAC joint venture to provide professional services to the County subject to the County's procurement policies.

MODIFICATION NO.	Second Amendment
PROJECT:	N/A
PROJECT NO.	N/A
COMPANY NAME:	Dade Aviation Consultants, a joint venture comprised of the Bechtel Infrastructure Corporation, DMJM Aviation, Inc., Spillis, Candela & Partners, Inc., The Bugdal Group, Inc., Poinciana Development Group, Inc., Maurice Gray & Associates, Inc., Sharpton, Brunson & Company, Inc., and TBI Airport Management, Inc.
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	The Joint Venture Consists of eight (8) firms, four (4) of which are minority owned. The local small and minority firms who are members of the DAC Joint Venture are listed below, along with their joint venture participation percentage and current County certifications:

	Maurice Gray Associates, Inc. – 5% - CBE (formerly BBE) Poniciana Development Group, Inc. – 5% - CSBE, DBE (formerly also BBE, WBE) Sharpton, Brunson & Company, Inc. – 5% - SBE, DBE (formerly BBE) The Bugdal Group, Inc. – 2% - DBE (formerly also WBE)
COMPANY PRINCIPAL(S):	Michael Bailey, John O'Conner, Guillermo Carreras, Georgianne Bugdal, Linda Forrest, Maurice Gray, Darryl Sharpton, John Green
LOCATION OF COMPANY:	Miami-Dade County, Florida
YEARS IN BUSINESS:	15 years
PREVIOUS AGREEMENTS WITH THE COUNTY:	None
ORIGINAL AGREEMENT AMOUNT:	Compensation is based on a negotiated and approved budget prior to the beginning of each County fiscal year.
TERM OF AGREEMENT:	The original agreement approved by the Board provided a maximum term of twenty (20) years from December 15, 1992. The agreement further provided that the initial term of the PSA would be for a period of ten (10) years and may continue for one additional five (5) year term and, thereafter, for up to five (5) additional one (1) year terms. The First Amendment exercised the five (5) year renewal period.
RECOMMENDED MODIFICATION:	Exercise the one (1) year option to renew
CONTRACT MEASURES:	Not applicable – BBE, HBE, WBE and subsequent CBE programs were not in effect at time of award
USING AGENCY:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: November 6, 2007

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

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

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

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

_____ Housekeeping item (no policy decision required)

_____ No committee review

5

Approved _____ Mayor

Veto _____

Override _____

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

11-6-07

RESOLUTION NO. R-1208-07

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND DADE AVIATION CONSULTANTS FOR LIMITED PROFESSIONAL SERVICES RELATED TO THE SOUTH TERMINAL PROGRAM, IN AN AMOUNT NOT TO EXCEED $7.5 MILLION DOLLARS, AUTHORIZING THE COUNTY MAYOR TO EXECUTE SAME AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

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 approves Amendment Number Two to the Professional Services Agreement between Miami-Dade County and Dade Aviation Consultants for limited professional services related to the South Terminal Program, for a one year period ending on December 15th, 2008, in an amount not to exceed $7.5 million dollars in substantially the form attached hereto, and authorizes the County Mayor or his designee to execute Amendment Number Two for and on behalf of Miami-Dade County; and to exercise the terms thereof, including the termination or cancellation provisions.

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

Bruno A. Barreiro, Chairman	**aye**		
Barbara J. Jordan, Vice-Chairwoman	**absent**		
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**nav**
Joe A. Martinez	**nay**	Dennis C. Moss	**nay**
Dorrin D. Rolle	**nay**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of November, 2007. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency

David M. Murray

SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND
DADE AVIATION CONSULTANTS FOR LIMITED PROFESSIONAL SERVICES RELATED TO THE SOUTH TERMINAL PROGRAM

THIS SECOND AMENDMENT, entered into this _____ day of _____, 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Dade Aviation Consultants, hereinafter referred to as the "General Consultant".

WITNESSETH:

WHEREAS, on December 15, 1992 the Board of County Commissioners (BCC) approved via Resolution No. R-1450--92 a Professional Services Agreement ("Agreement") with Dade Aviation Consultants for the performance of professional services in support of the execution of the Plan of Facilities Development for the Dade County Aviation System; and

WHEREAS, on December 3, 2002, the Board of County Commissioners (BCC) approved via Resolution No. R-1387-02 a First Amendment to the Agreement, and on December 16, 2002, a First Amendment to the Agreement was executed, which among other things, exercised a five-year contract extension option; and

WHEREAS, the County through the Agreement has reserved the right to exercise a one (1) year contract extension option of the Agreement; and

WHEREAS the County desires the General Consultant to perform continued professional services, within the scope of the Agreement and the General Consultant is willing to provide such additional services under the terms and conditions of the amended Agreement for the one year extension period.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree to amend the Agreement, as follows:

1. Article 2 <u>Services</u>

Add: In Article 2.1, at the end of the second to last paragraph, add the following new sentence:

Notwithstanding the above, effective December 16, 2007, the General Consultant and any other firm on the General Consultant's team will be allowed to provide professional services to the County with respect to any matter, subject to the County's procurement policies.

2. Article 2 Services

Add: Article 2.2.10 Scope of Services for Extended Period of Performance from December 16, 2007 through December 15, 2008

As directed by MDAD, the General Consultant shall perform only the following limited scope of services during the extended period of performance from December 2007 through December 2008 based on a mutually agreed service order. Such services shall be provided on a staff augmentation basis:

a. South Terminal Phase I Claims Management Support for MDAD Project No. H010A

b. South Terminal Phase I Program Management Support for Completion of Base and other required Work for MDAD Project No. H010A

c. South Terminal Phase 1 Close-Out Support for MDAD Project No. H010A

3. Article 3.1 Annual Operating Budget

Modify the fourth paragraph as follows:

The General Consultant, in making expenditures hereunder, shall not exceed the expenditures that are approved annually in each major financial account (total Labor budget and total other Direct Charges budget) of the approved Annual Operating Budget without the prior written approval of the Department. The Annual Operating Budget shall not exceed $25,000,000 per Fiscal Year without prior approval by the Board of County Commissioners. **Notwithstanding, for the period of December 16, 2007 through December 15, 2008 the Annual Operating Budget shall not exceed $7,500,000 without prior approval by the Board of County Commissioners.**

In all other respects, the Agreement dated December 15, 1992, as amended, shall remain in full force and effect in accordance with the terms and conditions specified therein.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have this Second Amendment 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 BOARDS OF COUNTY COMMISSIONERS

By: _____
Mayor

(MIAMI-DADE COUNTY SEAL)

ATTEST:

By: _____
Print Name

Approved for Form and Legal Sufficiency

By: _____
Assistant County Attorney

Joint Venture Managing Partner:
BECHTEL INFRASTRUCTURE CORP.

By: _____
Signature of Authorized
Representative of Joint Venture

Witness as to above:
_____
Assistant Secretary

(Corporate Seal)



11

Corporate Joint Venturer:
SPILLIS, CANDELA & PARTNERS, INC.

By: _____
~~President~~ PRINCIPAL

Attest: _____
~~Secretary~~ WITNESS

(Corporate Seal)

Corporate Joint Venturer:
THE BUGDAL GROUP

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
POINCIANA DEVELOPMENT GROUP, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
MAURICE GRAY ASSOCIATES, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SHARPTON, BRUNSON & COMPANY, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SPILLIS, CANDELA & PARTNERS, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
THE BUGDAL GROUP

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
POINCIANA DEVELOPMENT GROUP, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
MAURICE GRAY ASSOCIATES, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SHARPTON, BRUNSON & COMPANY, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SPILLIS, CANDELA & PARTNERS, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
THE BUGDAL GROUP

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
POINCIANA DEVELOPMENT GROUP, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
MAURICE GRAY ASSOCIATES, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SHARPTON, BRUNSON & COMPANY, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SPILLIS, CANDELA & PARTNERS, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
THE BUGDAL GROUP

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
POINCIANA DEVELOPMENT GROUP, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
MAURICE GRAY ASSOCIATES, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SHARPTON, BRANSON & COMPANY, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

15

Corporate Joint Venturer:
SPILLIS, CANDELA & PARTNERS, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
THE BUGDAL GROUP

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
POINCIANA DEVELOPMENT GROUP, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
MAURICE GRAY ASSOCIATES, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
SHARPTON, BRUNSON & COMPANY, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Corporate Joint Venturer:
DMJM AVIATION, INC.

By: _____

Chairman and CEO

Attest: _____

Witness

(Corporate Seal)

Corporate Joint Venturer:
TBI AIRPORT MANAGEMENT, INC.

By: _____
Vice President

Attest: _____
Secretary

(Corporate Seal)