

Memorandum



Date: October 20, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Agenda Item No. 8(J)(1)

Resolution No. R-1084-20

Subject: Resolution Ratifying Actions Related to Miami-Dade Seaport Department Capital Improvement Programs Expedite and Acceleration Ordinance Pursuant to Section 2-8.2.15 of the Code of Miami-Dade County, Florida

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the action of the County Mayor or County Mayor's designee, as authorized under Section 2-8.2.15 of the Miami-Dade County Code related to the Miami-Dade Seaport Department (Seaport) Capital Improvement Programs Expedite and Acceleration Ordinance (Seaport Expedite and Acceleration Ordinance) for the funded projects identified below and on Exhibits A-E, as attached. The use of the Seaport Expedite and Acceleration Ordinance is consistent with the Board's direction at its September 19, 2019 special meeting on various cruise-related items. In the case of each of the contracts for ratification identified below, the County conducted a competitive procurement in accordance with all applicable procurement legislation and awarded the contract to the highest-ranked bidder or proposer.

Multi-Year Capital Plan Project

Item 1: *Award of Design-Build Agreement for New Cruise Terminal V Program, Project No. 2019-001, Contract No. DB18-SEA-01.* This item requests ratification of a design-build agreement between the County and Suffolk Construction Company, Inc., (Suffolk) in the total amount not to exceed \$175,547,119.20, for substantial completion of the Cruise Terminal V improvements on or before August 24, 2021.

Item 1A: *First Amendment to Design-Build Agreement for New Cruise Terminal V Program, Project No. 2019-001, Contract No. DB18-SEA-01.* This item requests ratification of the first amendment to the design-build agreement, which authorizes the County to purchase Completed Value Builders' Risk Insurance. The County's purchase of the Completed Value Builders' Risk Insurance policy will result in a credit to the contract price of \$1,447,491.00, via the execution of a deductive change order. After the deductive change order, the contract price of the design-build agreement is a not-to-exceed amount of \$174,099,628.20.

Item 1B: *Second Amendment to Design-Build Agreement for New Cruise Terminal V Program, Project No. 2019-001, Contract No. DB18-SEA-01.* This item requests the ratification of the second amendment to the design-build agreement, which authorizes the County to execute one or more deductive change orders totaling \$15,458,555.00, reducing the contract price from \$174,099,628.20 to \$158,641,073.20. In addition, the second amendment extends the substantial completion deadline to October 1, 2021 (without modification of the final completion deadline) and reduces liquidated damages from \$15,000 per day to \$7,500 per day.

Item 2: *Award of Construction Contract for Cargo Gate Modifications and Process Improvements, Project No. 2011-045.03, Contract No. 2011-045.03.* This item requests ratification of a

contract in the total amount not to exceed \$16,057,300.00, for final completion on or before November 17, 2020, to Central Florida Equipment Rentals, Inc.

Item 3: *Construction Contract for North Cruise Boulevard Extension Phase II B, Project No. 2017-035.02B, Contract No. 2017-035.02B.* This item requests ratification of a contract in the total amount not to exceed \$6,086,180.00, for substantial completion on or before November 10, 2020, to JVA Engineering Contractor, Inc.

Item 4: *Award of Design-Build Agreement for Cruise Terminal F Expansion and Berthing Re-alignment Program, Project No. 2018-047, Contract No. DB19-SEA-01.* This item requests ratification of a design-build agreement between the County and Lemartec Corporation (Lemartec) in the total amount not to exceed \$120,751,934.94, for substantial completion of the Cruise Terminal F improvements on or before September 15, 2022.

Scope

Each of the projects described above are located in PortMiami. PortMiami is located within District 5, which is represented by Commissioner Eileen Higgins. The impact of the agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

Fiscal Impact/Funding Source

The fiscal impact of items 1, 1A, 1B, 2, 3, and 4, described further in Exhibits A-E, requires approximately \$301,536,488 of capital projects funded with Seaport Department debt over 4 fiscal years (Fiscal Years 2019/20 – 2022/23). Annual debt service cost is dependent on interest rates and is estimated between \$18,511,790 (4.5 percent) and \$23,090,893 (6.5 percent). Debt service is partially offset by cruise line Capital Recovery Surcharges (CRS) due each year in the amount of \$10,827,300. Annual increases to County operating expenses and maintenance costs are estimated at \$57,500. These projects provide facilities that will generate \$1,246,001,177 in additional contractually obligated Port revenues, including the CRS revenues. Total additional Port revenues could increase to \$2,053,523,617 if the contract options are exercised as contained in Resolution Nos. R-990-19 and R-992-19 approved by the Board on September 19, 2019.

Track Record/Monitor

The Seaport Department's Assistant Director of Capital Improvements, Elizabeth Ogden, R.A., LEED AP, will oversee the implementation of the projects.

Due Diligence/Safety Information

Due diligence was conducted by the Seaport Department and the Internal Services Department (ISD) in accordance with ISD's Procurement Guidelines to determine responsibility, including verifying corporate status, performance, safety records (including Occupational Safety and Health Administration (OSHA) records), and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings for the parties contracting to perform work with the County under Items 1-4. This information is being provided pursuant to Resolution Nos. R-187-12 and R-1181-18.

Background

A. The Seaport Expedite and Acceleration Ordinance

On April 5, 2016, the Board approved Ordinance No. 16-38 authorizing the County Mayor or County Mayor's designee to award, execute, and implement contracts for previously funded capital projects and related goods and services for projects identified in the Seaport's Multi-Year Capital Plan's Capital Improvements Program, without the need for prior Board approval, but subject to ratification by the Board. The accelerated approval process, provided through the Seaport Expedite and Acceleration Ordinance, reduces the time period to award a contract by approximately 60 days to assist the Seaport Department in meeting its tenant commitments and project deadlines.

In order for a project and contract to be awarded, executed, and managed under the Seaport Expedite and Acceleration Ordinance, this Board must first include the proposed project in the approved capital improvement program, which the Board did at the September 19, 2019 special meeting on various cruise-related items and in connection with the adoption of the Seaport Department's budget for Fiscal Year 2019/20. In addition, (1) the award value of the contract and operational considerations have been reviewed and approved by the Office of Management and Budget; (2) the base value of the recommended award does not exceed the Seaport Department's base estimate by more than 20 percent; (3) the contractor receiving the award has an average evaluation of 2.5 or higher in the Capital Improvement Information System and has no outstanding debts or goal deficits and has submitted the required insurance(s), bonds, affidavits, and documentation provided for as a condition of award; and (4) no timely protests have been filed. Each of the proposed contract ratifications under this item meets the eligibility criteria for the use of the Seaport Expedite and Acceleration Ordinance set forth above.

B. Ratification of Contracts

Exhibit A includes the details of the competitively bid awards for which ratifications are being requested. Exhibit A contains the information bulleted below for the contract awards:

- Item Number
- Department Name
- Type of Solicitation
- Contract Type
- Project No.
- Contract No.
- Project Name
- Firm Awarded
- Commission District
- Contract Amount
- Funding Source(s)
- Operations Cost
- Maintenance Cost
- Start Date and End Date
- Contract Measures (SBE-Construction; SBE-Goods; SBE-Services; SBE-A&E; and CWP)
- Brief Project Description

Attached as Exhibits B-E are the Recommendations to Award of the contracts referenced for Item Nos. 1 (including 1A and 1B), 2, 3, and 4 in this memorandum. The contracts and amendment listed are executed by the County Mayor or County Mayor's designee in accordance with the Seaport Expedite and Acceleration Ordinance. Copies are available from the Procurement/Contracts Management Division of the Miami-Dade Seaport Department upon request.

1. Item No. 1 – Cruise Terminal V Design-Build Agreement

On September 19, 2019, this Board adopted Resolution No. R-992-19, approving a Preferential Berthing Rights Agreement between the County and Virgin Cruise Intermediate Limited (Virgin). This Preferential Berthing Rights Agreement required the County to enter into a design-build agreement on or before December 31, 2019, to deliver a new cruise terminal for Virgin in conformity with a design-criteria package prepared with the joint cooperation of Virgin and the County. The Preferential Berthing Rights Agreement establishes a project budget of \$179,000,000 and requires the County to bear the risk of cost overruns unless the cost overruns are the result of a Virgin-requested change. The Preferential berthing Rights Agreement further requires that the new cruise terminal attain substantial completion on or before October 15, 2021. Item No. 1 seeks ratification of the design-build agreement that the County was required to enter into under the Preferential Berthing Rights Agreement, which was initially for an amount not to exceed \$175,547,119.20.

2. Item No. 1A – First Amendment to Cruise Terminal V Design-Build Agreement

In an effort to reduce capital expenditures to mitigate the financial impacts of the coronavirus disease 2019 (COVID-19) pandemic, the County, Virgin, and Suffolk have worked together to identify cost savings opportunities. One opportunity that has already been identified is the transfer of the obligation to purchase builders' risk coverage from Suffolk to the County. As indicated above, Suffolk has agreed to provide the County a credit of \$1,447,491.00 for that transfer, which will reduce the contract price from \$175,547,119.20 to \$174,099,628.20. Given the premium paid by the County for the policy of \$554,001, the County has generated a savings of \$893,490 through this amendment.

3. Item No. 1B – Second Amendment to Cruise Terminal V Design-Build Agreement

On July 21, 2020, the Board adopted Resolution No. R. 730-20, authorizing the County Mayor or the County Mayor's designee to modify the design, construction, and delivery requirements for the new Cruise Terminal V Project. Through an extensive project cost reduction exercise, the parties agreed to reduce costs and modify the Project's scope without changing the visual integrity of the cruise terminal. These changes are memorialized in the attached amendment and will be realized through one or more deductive change orders. The Second Amendment (1) reduces the contract price by \$15,458,555.00 from \$174,099,628.20 to \$158,641,073.20; (2) extends the Substantial Completion Date from August 24, 2021 to October 1, 2021 to account for the impact of making these changes while retaining the Final Completion Date of November 1, 2021; and (3) reduces the Milestone No. 1 liquidated damages payable by Suffolk to the County from \$15,000 per calendar day to \$7,500 per calendar day. Liquidated damages assessed after the Final Completion Date remain unchanged.

4. Item No. 2 – Cargo Gate Modification Project

On November 8, 2018, this Board adopted Resolution No. R-1166-18, approving the Second Amendment to the Terminal Operating Agreement between the County and Terminal Link (Miami) LLC (TLM). The Second Amendment required the County, among other things, to construct new cargo gates for TLM within a reduced cargo terminal footprint. The implementation of the various capital projects approved in the Second Amendment, including the cargo gate modification project, allowed TLM to return 20 acres of its cargo terminal to the County for the development of Cruise Terminals AA and AAA by MSC Miami Cruise Terminals LLC (MMCT), an affiliate of MSC Cruises, S.A. Under the terms of the Second Amendment (and the subsequently approved Third Amendment to the Terminal Operating Agreement), the County is required to complete, among other things, the cargo gate modification project, before TLM is required to return the 20 acres to the County so that the County, in turn, may turn those acres over to MMCT for the development of Cruise Terminals AA and AAA. Item No. 2 seeks ratification of the construction agreement that the County entered into to perform that work in an amount not to exceed \$16,057,300.00.

Although the contract that is being ratified has a final completion date of November 17, 2020, it is anticipated that this date will be delayed based on revisions to the project and impacts of COVID-19. In anticipation of this delay, the County has negotiated an extension to the MMCT land turnover date. On July 21, 2020, this Board approved Resolution No. R-728-20, which authorized an extension of the MMCT land turnover date to no earlier than April 15, 2021, and no later than May 15, 2021.

5. Item No. 3 – North Cruise Boulevard Extension Phase II B

On September 19, 2019, this Board adopted Resolution No. R-988-19, approving the Third Amended and Restated Cruise Terminal Agreement between the County and NCL (Bahamas) Ltd (“NCLB”) (the “Third Amended Agreement”). The Third Amended Agreement increased the agreement’s maximum authorized amount from \$215 million to \$239 million in consideration of NCLB agreeing to, among other things, (i) pay all project related architectural, engineering, and design fees and costs; (ii) reimburse the County for all advanced project costs over \$100 million up to \$239 million, plus interest thereon and additional costs; and (iii) pay all project costs over \$239 million from NCLB funds (without any right or reimbursement or credits from the County). The resolution approving the Third Amended Agreement authorized the County, among other things, to perform new project-related roadway improvements under the Seaport Expedite and Acceleration Ordinance.

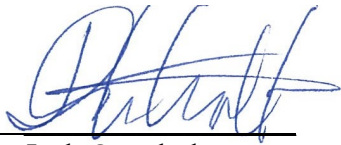
The North Cruise Boulevard Extension Phase II B Project construction improvements, awarded for \$6,086,180.00, is structured to connect the existing Port Boulevard to PortMiami’s proposed new Cruise Terminals AA and AAA as well as provide a new entrance for the new Cruise Terminal B. In addition, the constructed multi lane roadway system will alleviate and improve the inbound and outbound traffic from PortMiami’s existing Cruise Terminals A and C.

6. Item No. 4 – Cruise Terminal F Design-Build Agreement

On September 19, 2019, this Board adopted Resolution No. R-990-19, approving a Preferential Berthing Rights Agreement between the County and Carnival Corporation (Carnival). This Preferential Berthing Rights Agreement required the County to enter into a design-build agreement to complete cruise terminal improvements for Carnival in conformity with a design-criteria package prepared with the joint cooperation of Carnival and the County. Based on pre-bid design and construction estimates, the Preferential Berthing

Rights Agreement establishes a project budget of approximately \$195,000,000 and requires the County to bear the risk of cost overruns unless the cost overruns are the result of a Carnival-requested change and with required reimbursement payments from Carnival to the county of \$65,000,000.00 plus interest and costs. However, as indicated above, the bids received in response to the Request for Design-Build Services and the subsequent negotiations between the County and the design-builder resulted in lower project costs, such that the recommended design-build agreement is for a not-to-exceed amount of \$120,751,934.94, inclusive of contingencies. The Preferential Berthing Rights Agreement further requires that the cruise terminal improvements be completed on or before October 31, 2022. Item No. 4 seeks ratification of the design-build agreement that the County was required to enter into under the Preferential Berthing Rights Agreement.

Attachments

A handwritten signature in blue ink, appearing to read "J. Osterholt", is written over a horizontal line.

Jack Osterholt
Deputy Mayor

EXHIBIT A

RATIFICATION OF CONTRACT AWARDS AUTHORIZED BY THE SEAPORT ACCELERATION ORDINANCE

**ITEMS NO. 1, 1A, and 1B
NEW CRUISE TERMINAL V PROGRAM
(FORMALLY CRUISE TERMINAL H)
PROJECT NO. 2019-001
CONTRACT NO. DB18-SEA-01**

**ITEM NO. 2
CARGO GATE MODIFICATIONS AND
PROCESS IMPROVEMENTS
PROJECT NO. 2011-045.03
CONTRACT NO. 2011-045.03**

**ITEM NO. 3
NORTH CRUISE BOULEVARD EXTENSION PHASE II B
PROJECT NO. 2017-035.02B
CONTRACT NO. 2017-035.02B**

**ITEM NO. 4
CRUISE TERMINAL F EXPANSION AND
BERTHING RE-ALIGNMENT PROGRAM
PROJECT NO. 2018-047
CONTRACT NO. DB19-SEA-01**

EXHIBIT A

Ratification of Contract Awards Authorized by the Seaport Acceleration Ordinance

New Cruise Terminal V Program (Formally Cruise Terminal H) Project No. 2019-001 Contract No. DB18-SEA-01

Item No.	1
Department Name	Miami-Dade County Seaport Department
Type of Solicitation	County Bid Process
Contract Type	Construction Contract
Project No.	2019-001
Contract No.	DB18-SEA-01
Project Name	New Cruise Terminal V Program (formally Cruise Terminal H)
Firm Awarded	Suffolk Construction Company, Inc.
Commission District	District 5 - Honorable Eileen Higgins
Contract Amount	\$175,547,119.20
Funding Source(s)	Seaport Bonds/Loans and Seaport Future Financing
Operations Cost	\$35,000.00 per month
Maintenance Cost	\$15,000.00 per month
Start Date and End Date	December 30, 2019, to November 1, 2021
Contract Measures (SBE-Construction; SBE-Services; SBE-A&E; and CWP)	• SBE-Construction: 8.91% (Est. Value \$13,765,388.00) • SBE-Services: 4.00% (Est. Value \$6,179,747.70) • SBE-A&E: 18.50% (Est. Value \$2,598,330.33) • CWP: 10.00% (Number of New Hires)
Brief Project Description	The Work of this Contract is based on the need to provide professional services, which include Port and Waterway Systems Architectural and Engineering, Planning, Design, Construction, and Post Design Services. These services are required to support port operations that are evolving as the industry advances.

Item No.	1A
Department Name	Miami-Dade County Seaport Department
Type of Solicitation	County Bid Process
Contract Type	First Amendment to the Construction Contract
Project No.	2019-001
Contract No.	DB18-SEA-01
Project Name	New Cruise Terminal V Program (formally Cruise Terminal H)
Firm Awarded	Suffolk Construction Company, Inc.
Commission District	District 5 - Honorable Eileen Higgins
Contract Amount	\$174,099,628.20 (County's purchase of a Completed Value Builders' Risk Insurance policy will result in a credit to the Contract Amount of \$1,447,491.00)
Funding Source(s)	Seaport Bonds/Loans and Seaport Future Financing
Operations Cost	\$35,000.00 per month
Maintenance Cost	\$15,000.00 per month
Start Date and End Date	December 30, 2019, to November 1, 2021
Contract Measures (SBE-Construction; SBE-Services; SBE-A&E; and CWP)	• SBE-Construction: 8.91% (Est. Value \$13,765,388.00) • SBE-Services: 4.00% (Est. Value \$6,179,747.70) • SBE-A&E: 18.50% (Est. Value \$2,598,330.33) • CWP: 10.00% (Number of New Hires)
Brief Project Description	The Work of this Contract is based on the need to provide professional services, which include Port and Waterway Systems Architectural and Engineering, Planning, Design, Construction, and Post Design Services. These services are required to support port operations that are evolving as the industry advances.

EXHIBIT A

Ratification of Contract Awards Authorized by the Seaport Acceleration Ordinance

New Cruise Terminal V Program (Formally Cruise Terminal H)
Project No. 2019-001
Contract No. DB18-SEA-01

Item No.	1B
Department Name	Miami-Dade County Seaport Department
Type of Solicitation	County Bid Process
Contract Type	Second Amendment to the Construction Contract
Project No.	2019-001
Contract No.	DB18-SEA-01
Project Name	New Cruise Terminal V Program (formally Cruise Terminal H)
Firm Awarded	Suffolk Construction Company, Inc.
Commission District	District 5 - Honorable Eileen Higgins
Contract Amount	\$158,641,073.20 (Extension of the substantial completion deadline to October 1, 2021 (without modification of the final completion deadline) and reduction of the liquidated damages from \$15,000 per day to \$7,500 per day will result in a credit to the Contract Amount of \$15,458,555.00)
Funding Source(s)	Seaport Bonds/Loans and Seaport Future Financing
Operations Cost	\$35,000.00 per month
Maintenance Cost	\$15,000.00 per month
Start Date and End Date	December 30, 2019, to November 1, 2021
Contract Measures (SBE-Construction; SBE-Services; SBE-A&E; and CWP)	• SBE-Construction: 8.91% (Est. Value \$13,765,388.00) • SBE-Services: 4.00% (Est. Value \$6,179,747.70) • SBE-A&E: 18.50% (Est. Value \$2,598,330.33) • CWP: 10.00% (Number of New Hires)
Brief Project Description	The Work of this Contract is based on the need to provide professional services, which include Port and Waterway Systems Architectural and Engineering, Planning, Design, Construction, and Post Design Services. These services are required to support port operations that are evolving as the industry advances.

EXHIBIT A

Ratification of Contract Awards Authorized by the Seaport Acceleration Ordinance

Cargo Gate Modifications and Process Improvements Project No. 2011-045.03 Contract No. 2011-045.03

Item No.	2
Department Name	Miami-Dade County Seaport Department
Type of Solicitation	County Bid Process
Contract Type	Construction Contract
Contract No. / Project No.	2011-045.03
Project Name	Cargo Gate Modifications and Process Improvements
Firm Awarded	Central Florida Equipment Rentals, Inc.
Commission District	District 5 - Honorable Eileen Higgins
Contract Amount	\$16,057,300.00
Funding Source(s)	FDOT Funds; Federal Transportation Grant; Future Financing
Operations and Maintenance Costs	No Cost Impacts
Start Date and End Date	January 2, 2020, to November 17, 2020
Contract Measures (SBE-Construction; SBE-Goods; SBE-Services; and CWP)	No Measures (Due to State and Federal Grant Funding)
Brief Project Description	The Work of this Contract consists of new infrastructure and facilities improvements to the existing cargo container terminal gate complexes located at the Miami-Dade County Seaport Department.

EXHIBIT A

Ratification of Contract Awards Authorized by the Seaport Acceleration Ordinance

North Cruise Boulevard Extension Phase II B
Project No. 2017-035.02B
Contract No. 2017-035.02B

Item No.	3
Department Name	Miami-Dade County Seaport Department
Type of Solicitation	County Bid Process
Contract Type	Construction Contract
Contract No. / Project No.	2017-035.02B
Project Name	North Cruise Boulevard Extension Phase II B
Firm Awarded	JVA Engineering Contractor, Inc.
Commission District	District 5 - Honorable Eileen Higgins
Contract Amount	\$6,086,180.00
Funding Source(s)	Future Financing
Operations and Maintenance Costs	No Cost Impacts
Start Date and End Date	February 14, 2020, to November 10, 2020
Contract Measures (SBE-Construction; SBE-Goods; SBE-Services; and CWP)	• SBE-Construction: 18.26% (Est. Value \$1,081,831.96) • SBE-Goods: 2.20% (Est. Value \$130,341.20) • CWP: 10.00%
Brief Project Description	The North Cruise Boulevard Extension Phase II B Project is for the multi lane roadway construction from Port Boulevard to the connection of North Cruise Boulevard east of Cruise Terminal B.

EXHIBIT A

Ratification of Contract Awards Authorized by the Seaport Acceleration Ordinance

Cruise Terminal F Expansion and Berthing Re-alignment Program Project No. 2018-047 Contract No. DB19-SEA-01

Item No.	4
Department Name	Miami-Dade County Seaport Department
Type of Solicitation	County Bid Process
Contract Type	Construction Contract
Project No.	2018-047
Contract No.	DB19-SEA-01
Project Name	Cruise Terminal F Expansion and Berthing Re-alignment Program
Firm Awarded	Lemartec Corporation
Commission District	District 5 - Honorable Eileen Higgins
Contract Amount	\$120,751,934.94
Funding Source(s)	Seaport Future Financing
Operations Cost	\$3,000.00 per month
Maintenance Cost	\$4,500.00 per month
Start Date and End Date	August 31, 2020, to October 31, 2022
Contract Measures (SBE-Construction; SBE-Services; SBE-A&E; and CWP)	• SBE-Construction: 8.91% (Est. Value \$9,741,912.37) • SBE-Services: 4.00% (Est. Value \$4,373,473.57) • SBE-A&E: 20.00% (Est. Value \$1,329,734.12) • CWP: 10.00%
Brief Project Description	The Work of this Contract is based on the need to provide professional services, which include Port and Waterway Systems Architectural and Engineering, Planning, Design, Construction, and Post Design Services. These services are required to support port operations that are evolving as the industry advances.

EXHIBIT B

CONTRACT AWARD RECOMMENDATION

FIRST AMENDMENT TO DESIGN-BUILD AGREEMENT

SECOND AMENDMENT TO DESIGN-BUILD AGREEMENT

ITEM NO. 1

NEW CRUISE TERMINAL V PROGRAM (FORMALLY CRUISE TERMINAL H)

**PROJECT NO. 2019-001
CONTRACT NO. DB18-SEA-01**

CONTRACT AWARD RECOMMENDATION

Memorandum



Date: December 23, 2019

To: Carlos A. Gimenez
County Mayor

Through: Jack Osterholt
Deputy Mayor

From: Juan M. Kuryla
Director
Seaport Department

Subject: Contract Award Recommendation for New Cruise Terminal V Program (formally Cruise Terminal H) - Project No: 2019-001; Contract No: DB18-SEA-01, to Suffolk Construction Company, Inc.

CLERK OF THE BOARD

2019 DEC 24 AM 9:21

CLERK, CIRCUIT & COUNTY CT'S
MIAMI-DADE COUNTY, FLA.
#1

RECOMMENDATION

This Recommendation for Award for Design Build Contract Number DB18-SEA-01 between Suffolk Construction Company, Inc. and Miami-Dade County (County) has been prepared by PortMiami, and is recommended for approval for a total contract amount not to exceed \$175,547,119.20, inclusive of a contingency allowance amount of \$8,633,663.30.

DELEGATED AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

Authority to exercise the provisions in the contract. Section 13.12 of the Design-Build Contract stipulates that any and all disputes shall be decided by the Director of PortMiami after a transcribed hearing, and subject to review by the Appellate Division of the Circuit Court in and for Miami-Dade County.

Authority to exercise all other provisions and County rights contained in the contract. Furthermore, on September 19, 2019, via Resolution No. R-992-19, the Board authorized the County Mayor or his Designee to award a contract for the construction of Cruise Terminal V following the Seaport's Expedite Ordinance Guidelines. It is intended that this action will enable the Terminal to be completed by November 2021 as required in the Cruise Terminal Development Agreement between Miami-Dade County and Virgin Voyages, also approved via Resolution No. R-992-19.

SCOPE

PROJECT NAME: New Cruise Terminal V Program (formally Cruise Terminal H)

PROJECT NO: 2019-001

CONTRACT NO: DB18-SEA-01

PROJECT DESCRIPTION: The Design-Builder shall provide professional services, which include Port and Waterway Systems Architectural and Engineering, Planning, Design, Construction and Post Design Services. These services are

required to support port operations that are evolving as the industry advances.

The project may include upgrades from all or some of the following components: Provisional Operations; Horizontal and Vertical Circulation Systems; Connection of Passenger Boarding Bridges (PBBs) or Jetways; Site Development; Wharf Access and Improvements; Dredging; Intermodal Areas; Ancillary Roadways; Modifications to Existing Parking Facilities; Restrooms; Canopies; Wayfinding; Life Safety; ADA Accessibilities; Landscaping and Irrigation; Operational and Security Enhancements, including checkpoints and screening areas; Security and Access Control; Audio/Visual Systems; Furniture, Fixtures and Equipment (FFE), and all related infrastructure; building and structure work ancillary to the basic work scope.

The selected Design-Build Team shall provide all the necessary investigations; surveys; site investigation; studies; modeling; architectural and engineering designs; including analysis of 'sustainable systems' and LEED certification (in Gold); fire protection; interior design; civil design, structural engineering; marine engineering design; mechanical, electrical and plumbing (MEP) engineering; specialty lighting; information technology (IT); paging; audio/visual (AV) design; building management systems; cost estimates; schedules; possible baggage conveyor systems, PBBs / Jetways; Art in Public Places; value engineering coordination; construction documents; environmental and building permitting; inspections; demolition; construction, construction administration; review of shop drawings; commissioning; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards; comply with PortMiami Security requirements; PortMiami Design Guidelines, PortMiami Wayfinding Standards, United States Customs and Border Protection (CBP) Cruise Terminal Design Standards and County Implementing Order No. 8-8 "Sustainable Building Program," where all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System and the participation of experienced LEED®AP professional is required in order to achieve optimum results in the application of said practices.

The applicable trades for the construction portion of the project may include, but is not limited to, demolition of existing structures, dredging of existing water ways; extension of existing wharf; building of new bulkhead, the erection of a multi-story structure, glass curtain wall system, concrete floor slabs, roofing assembly, framing, vertical and horizontal circulation core systems [i.e., elevators, escalators (vertical

and horizontal) and stairs], interior partitions, drywall and finishing, various ceiling finishes, painting, HVAC systems, main and standby power systems and connectivity IT, communications and networking systems and conduits with fiber optic cables, CAT 5/6 cable or both (as required), security systems with its sub components, (i.e., cameras and card readers), central paging system, asphalt paving, canopies, possible bridge connection from Terminal to existing Parking Garage, curbs, drainage, bollards, landscaping with irrigation system, plumbing systems, electrical/electronic systems, specialty lighting systems, fire protection, and fire alarm system. For further details, please see "Small Business Development Division Project Worksheets" (attached).

The project is located south of existing Cruise Terminal G and the surrounding site at PortMiami. All scope of work shall be conducted within an operationally active and secured area. The design and construction services rendered by the Design-Builder are intended to result in a complete, functional, and operable modern Cruise Terminal consisting of the following four (4) areas:

Area 1 may include, but is not limited to demolition of the existing structures on the site, new construction of a multi-story new Cruise Terminal, which shall include the following: Potential curb-side baggage check-in and security screening, entrance lobby with security zone(s), Embarkation hall/check in counters, VIP, Wedding, and Special Group areas, PBB / Jetway sterile concourse(s). A Debarkation/baggage claim hall, CBP Primary and Secondary Inspection areas and support office spaces shall be provided. General office areas (i.e., cruise line, security, etc.) with support spaces and storage shall be provided as required. Vertical/horizontal circulation (i.e., elevators, stairs, escalators, baggage conveyors, etc.) shall be provided. Restrooms, storage and janitorial rooms, security control, Telecommunications/AV/IT access control, and a Terminal Wide Paging System shall be included. Mechanical (HVAC)/Electrical and Local Area Network (LAN) Rooms and other ancillary spaces (i.e. backup generator room, UPS), waterside security screening for employees/crew access, exterior canopies and/or shade structures, drainage, landscaping with irrigation, along with Wayfinding and signage are critical for the complex functions.

Area 2 may include, but is not limited to demolition of ancillary structures and improvements to the existing multi-story parking structure for personal occupied vehicles/taxis/ride share, drop off/pick up area and circulation. Vertical circulation, possibly connecting the bridge to the terminal with possible moving horizontal walkways at the elevated bridge connector may be provided.

Area 3 may include, but is not limited to site improvements of utility

pads to accommodate electrical service/transformers, backup generators and trash bins/recycling area(s). Utility service connection points for electrical power, data, site drainage, potable water, fire suppression, water and sewer as required are part of this scope. A secured vessel provisioning area near/on the waterside, a Commercial Vehicle Inspection Station, waterside employee security screening check-point(s) along with required access circulation roads/parking shall connect to the main Port circulation roadway system. Wayfinding signage, pavement marking/roadway signage, IT/AV, perimeter security fencing, site lighting and landscaping with irrigation are to be included. Roadways, parking lots, drainage and utilities are also part of this scope.

Area 4 may include, but is not limited to waterside improvements for vessel services, dredging of existing water way, wharf extension, new bulkhead, potable/fire suppression water, power and communication/IT connections, bulkhead fenders, mooring/storm bollards, mooring dolphins, including mooring/berthing analysis, PBB/Jetway runways or support pads, storm tie-downs and stormwater drainage.

**PROJECT
LOCATION:**

Dante B Fascell Port of Miami-Dade

PROJECT SITES:

<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>AWARD</u>	<u>T-S-R</u>
#3002105	1015 N AMERICA WY	5	\$175,547,119.20	54-05-42

**PRIMARY
COMMISSION
DISTRICT:**

District 5 Eileen Higgins

**APPROVAL
PATH:**

Expedite Expedite Ord 16-38_MDC Code 2-8.2.15

**ISD A&E
PROJECT
NUMBER:**

DB18-SEA-01

**USING
DEPARTMENT:**

Seaport

**MANAGING
DEPARTMENT:**

Seaport

FISCAL IMPACT / FUNDING SOURCE

**OPERATIONS
COST IMPACT /
FUNDING:**

Throughout the life of the asset, operational costs are anticipated to be \$35,000.00 per month. The funding source is Seaport revenues.

**MAINTENANCE
COST IMPACT /
FUNDING:**

Throughout the life of the asset, maintenance costs are anticipated to be \$15,000.00 per month. The funding source is Seaport revenues.

**LIFE
EXPECTANCY
OF ASSET:**

The life expectancy of the asset is 60 years.

PTP FUNDING:

No

GOB FUNDING:

No

ARRA FUNDING:

No

**CAPITAL
BUDGET
PROJECTS:**

CAPITAL BUDGET PROJECT # - DESCRIPTION

**AWARD
ESTIMATE**

2000000978- CRUISE TERMINAL V - NEW
Book Page:167 Funding Year: Adopted Capital
Budget and Multi-Year Capital Plan FY 19-20, FY 2019-
21 Funds (Future Financing)

\$83,273,559.60

2000000978- CRUISE TERMINAL V - NEW
Book Page:167 Funding Year: Adopted Capital
Budget and Multi-Year Capital Plan FY 19-20, (Seaport
Bonds/Loans)

\$4,500,000.00

2000000978- CRUISE TERMINAL V - NEW
Book Page:167 Funding Year: Adopted Capital
Budget and Multi-Year Capital Plan FY 19-20, FY 2020-
21 Funds (Future Financing)

\$87,773,559.60

CAPITAL BUDGET PROJECTS TOTAL: \$175,547,119.20

**PROJECT TECHNICAL
CERTIFICATION
REQUIREMENTS:**

TYPE CODE DESCRIPTION

Prime	5.02	PORT AND WATERWAY SYSTEMS - ARCHITECTURAL DESIGN
Prime	5.03	PORT AND WATERWAY SYSTEMS - CRUISE TERMINAL DESIGN
Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Prime	22.00	ADA TITLE II CONSULTANT
Other	5.04	PORT AND WATERWAY SYSTEMS - CRUISE TERMINAL EQUIPMENT DESIGN
Other	5.08	PORT AND WATERWAY SYSTEMS - MARINE ENGINEERING DESIGN
Other	5.09	PORT AND WATERWAY SYSTEMS - ENVIRONMENTAL DESIGN
Other	5.10	PORT AND WATERWAY SYSTEMS - TRANSPORTATION SYSTEMS DESIGN
Other	8.00	TELECOMMUNICATION SYSTEMS
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	9.03	SOILS, FOUNDATIONS AND MATERIALS TESTING - CONCRETE AND ASPHALT TESTING SERVICES
Other	9.04	SOILS, FOUNDATIONS AND MATERIALS TESTING - NON-DESTRUCTIVE TESTING AND INSPECTIONS
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	14.00	ARCHITECTURE
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	15.03	UNDERGROUND UTILITY LOCATION
Other	16.00	GENERAL CIVIL ENGINEERING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

**SUSTAINABLE
BUILDINGS
ORDINANCE:
(I.O NO. 8-8)**

Did the Notice to Professional Consultants contain Specific Language
requiring compliance with the Sustainable Buildings Program?
YES

**SEA LEVEL RISE
(ORD. NO. 14-79)** The impact of sea level rise has been considered as part of the design criteria package.

**NTPC'S
DOWNLOADED:** 224

**PROPOSALS
RECEIVED:** Step 1: 4; Step 2: 2

**TOTAL
CONTRACT
PERIOD:** Anticipated NTP Date: December 30, 2019
Substantial Completion Date: August 24, 2021
Final Completion Date: November 1, 2021

**IG FEE
INCLUDED IN
BASE
CONTRACT:** Yes

**ART IN PUBLIC
PLACES:** Yes

BASE ESTIMATE: \$127,546,794.77 Estimated Construction Cost \$115,951,631.61
Estimated (A/E) Cost \$ 11,595,163.16

**BASE
CONTRACT
AMOUNT:** \$159,905,058.00 Construction Cost \$147,136,850.00
A/E Service Cost \$ 12,768,208.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Design Build		\$8,633,663.30	CON Contingency \$7,356,842.50 A/E Contingency \$1,276,820.80

**ART IN PUBLIC
PLACES :** \$2,594,292.40 1.50%

PERMIT FEES : \$4,414,105.50 3.00%

**TOTAL
DEDICATED
ALLOWANCE:** \$7,008,397.90

TOTAL AMOUNT: \$175,547,119.20

TRACK RECORD / MONITOR

**SBD HISTORY
OF VIOLATIONS:**

Yes-Report Attached

EXPLANATION:

On February 19, 2019, a Request for Design-Build Services was issued under full and open competition. On April 9, 2019, four (4) proposals were received via BidSync for the Step 1: "Evaluation of Qualifications" submittal.

At the Step 1 meeting held on May 5, 2019, the Competitive Selection Committee (CSC) appointed by the County Mayor reviewed and ranked the four (4) proposals received. All four (4) firms were found compliant with the Technical Certification and Small Business Enterprise (SBE) requirements established for this solicitation. All four (4) firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. The final qualitative rankings for the four (4) firms were as follows: Firm No. 1, Suffolk Construction Company, Inc., (Suffolk) received 432 points; Firm No. 2, Parsons/Odebrecht Joint Venture (Parsons/Odebrecht) received 423 points; Firm No. 3, Tutor Perini Building Corp., (Tutor Perini) received 396 points; and Firm No. 4, PCL/Lemartec, A Joint Venture (PCL/Lemartec) received 392 points.

On May 8, 2019, the Design Criteria Package was made available to all four (4) advancing firms to submit a technical and price proposal for Step 2. On July 22, 2019, two (2) technical and price proposals were received via BidSync from Suffolk and PCL/Lemartec. Subsequently, Suffolk and PCL/Lemartec were found in compliant with the SBE requirements established for this solicitation.

The Step 2 meeting with oral presentations was held on August 6, 2019. The firms were evaluated in accordance with Administrative Order 3-39. Local Preference was applied to the Step 2 process because Suffolk is a local firm. The final qualitative ranking for Firm No. 1, Suffolk was 421 points (with an adjusted bid of 388,123). The final qualitative ranking for Firm No. 2, PCL/Lemartec was 421 points (with an adjusted bid of 500,593). Based on the above results, the CSC recommended that negotiations be conducted with Suffolk. The County Mayor's Designee, the Director of the Internal Services Department (ISD), concurred with the CSC and on August 8, 2019, the first negotiation meeting was held. After twelve (12) negotiation meetings, on December 10, 2019, the Negotiation Committee arrived at a lump sum price that was fair and reasonable to provide professional design-build services for the New Cruise Terminal V Program.

Pursuant to Resolution R-187-12, and in accordance with the Internal Services Department's Procurement Guidelines, PortMiami staff exercised due diligence to determine the Contractor's responsibility. The lists that were referenced include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, federal excluded parties, Department of Small Business Development (SBD) Violations report and SBD Goal Deficit Make-Up report. Suffolk was found to be listed on the SBD Violations report (dated December 16, 2019) and SBD Goal Deficit Make-Up report (dated December 5, 2019). The open violation in the amount of \$4,230,728.16 was issued because Suffolk failed to meet a previous CSBE subcontractor goal. However, Suffolk submitted a letter to SBD (dated December 20, 2019) in which Suffolk stated its commitment to meet the aforementioned previous CSBE subcontractor goal on this project (attached).

In addition, Suffolk entered into a \$4,415,105.27 Payment Plan Agreement pursuant to Implementing Order 3-9 agreeing to pay 100% of arrearages accrued on a project involving the Department of Transportation and Public Works. Suffolk is in compliance with the payment plan agreement and has made \$2M in payments pursuant to the agreement. The arrearages will be fully paid on or before December 31, 2020.

Additionally, due diligence was conducted by Seaport staff to determine contractor responsibility, including verifying corporate safety records. The safety records for Suffolk (none are available for first-tier subcontractors at this time) for the last three years were considered. Taking into account Suffolk's track-record of their incidents, PortMiami has determined that Suffolk's safety record on the whole should not render them non-responsible for the solicitation of this project. Copies of their Occupational Safety & Health Form 300 – Log of Work-Related Injuries and Illnesses are on file with Seaport Contracts Administration Division, and are available upon request. This information is being provided pursuant to Resolution No. R-1181-18.

Lastly, as part of the award process, PortMiami staff compiled information regarding Suffolk's prior experience with County. There are 3 evaluations listed in the Capital Improvements Information System with an average score of 3.5 out of a possible 4.0 points. In addition, Suffolk's principal has indicated 25 years' experience as a general contractor in construction work similar to the work for this contract. Finally, PortMiami staff reviewed the business references included in Suffolk's bid package and deemed their experience for projects similar in size and complexity satisfactory. Therefore, PortMiami recommends this contract be awarded to Suffolk.

SUBMITTAL DATE:	7/4/2019
ESTIMATED NOTICE TO PROCEED:	12/30/2019
PRIME CONTRACTOR:	Suffolk Construction Company, Inc.
PRIME CONSULTANT:	Bermello, Ajamil & Partners, Inc.
COMPANY PRINCIPAL:	Peter Tuffo, President and General Manager
COMPANY QUALIFIERS:	Peter Tuffo, President and General Manager
COMPANY EMAIL ADDRESS:	aleal@suffolk.com
COMPANY STREET ADDRESS:	2 South Biscayne Boulevard, Suite 2700
COMPANY CITY- STATE-ZIP:	Miami, Florida 33131
YEARS IN BUSINESS:	25
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	Based upon the Five-Year Firm History Report as provided by the Division of Small Business Development, Suffolk Construction Company, Inc., has held one (1) contract with the County for a total value of \$125,213,718.00. There were no change orders.

**SUBCONSULTANT
S:**

Bermello Ajamil & Partners, Inc.
Fraga Engineers, LLC
DDA Engineers PA
Nifah & Partners Consulting Engineers
Cummins Cederberg, Inc.
Langan Engineering & Environmental
GCES Engineering Services, LLC
Premiere Design Solutions, Inc.
Longitude Surveyors, LLC
SLS Consulting, Inc.
Rowan William Davies & Irwin, Inc.
Fisher Marantz Stone (FMS)
Labozan Associates, Inc.
BNP Associates, Inc.
IBA Consultants, Inc.
Energy Cost Solutions Group, LLC

**MINIMUM
QUALIFICATION
S EXCEED
LEGAL
REQUIREMENTS:**

Yes Minimum Experience and Qualification Requirements for the Design-Build Team

1. Lead A/E and A/E Sub-consultants are preferred to have completed one (1) project in the last ten (10) years of similar scope, construction value and delivery schedule as described in the scope of services denoted above and must have a minimum of two (2) active Florida State registered licensed professional Architects and/or Engineers assigned to the project at time of award and throughout the duration of the project.

2. Lead Constructor is preferred to have completed one (1) project in the last ten (10) years of similar scope, construction value and delivery schedule.

Construction Contractor Key Personnel Preferred Experience and Qualifications

3. Minimum position experience of Design-Build team Key Personnel are as follows:

Minimum ten (10) years of experience or one (1) projects for similar construction scope, value and delivery schedule in a similarly responsible position for each of the following Key Personnel is preferred:

- a. Lead Construction Manager
- b. Assistant Lead Construction Manager

Lead Constructor shall submit at the time of the proposal

submittal deadline, the name of the Lead Construction Manager who meets the preferred experience described in No. 3 above, and the name of the Assistant Lead Construction Manager, with equal qualifications, in the event the Lead Construction Manager leaves the firm.

Prime consultants and their sub-consultants awarded for Professional Services Agreements under Internal Services Department (ISD) Project No. E11-SEA-03, Program Management Consultant, ISD Project No. E15-SEA-02, Program Management Consultant Services, and ISD Project No. E14-SEA-01R, Financial Management Consulting and Bond Engineering Services, are precluded from being part of a Design-Build Team Agreement under ISD Project No. DB18-SEA-01.

The Design Criteria Professionals, for ISD Project No. DB18-SEA-01, are Jacobs Engineering, under ISD Project Number A12-SEA-01 – Architecture and Engineering Services for PortMiami Cruise Terminals. Jacobs Engineering and its sub-consultants, BC Architects, A1A, Inc., and CDM Smith, Inc. Additionally, Arquitectonica and its sub-consultants, who have been contracted by the Port's stakeholder to assist in the development of the conceptual design criteria are not eligible to render design-build services for ISD Project No. DB18-SEA-01. Pursuant to Florida Statute 287.055, "A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package." The County reserves the right to disqualify any proposal from a team, which includes any sub-consultant and/or individual who has played a substantial role in the development of the design criteria package or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such sub-consultant's or member's prior involvement in the project.

**REVIEW
COMMITTEE:**

MEETING DATE: 11/30/2018 SIGNOFF DATE: 2/27/2019

**APPLICABLE
WAGES:
(RESOLUTION
No. R-54-10)**

Yes

**REVIEW
COMMITTEE
ASSIGNED
CONTRACT
MEASURES:**

<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
SBE-CON.	8.91%	\$13,765,388.00	
SBE- SERVICES	4.00%	\$6,179,747.70	
SBE-A&E	18.50%	\$2,598,330.33	
CWP	10.00%		Number of new hires

**MANDATORY
CLEARING
HOUSE:**

Yes

**CONTRACT
MANAGER NAME
/ PHONE / EMAIL:**

Gyselle Pino (305) 347-4833 gmf@miamidade.gov

**PROJECT
MANAGER NAME
/ PHONE / EMAIL:**

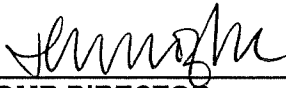
Elizabeth Ogden, R.A. (305) 347-5521 EOGDEN@miamidade.gov

BACKGROUND

BACKGROUND:

A Design-Build Agreement is necessary to provide for a new Cruise Terminal V facility, surrounding landside and waterside improvements and expansion of the existing bulkhead wall and ancillary facilities. In order to meet the additional passenger volumes at PortMiami, a new state of the art Cruise Terminal facility will be constructed on the existing Cruise Terminal H site. The existing Cruise Terminal H and surrounding structures will be demolished to make room for this new Terminal facility that will improve and expand on critical areas such as passenger drop off and pick up areas, ancillary roadway improvements, existing garage access improvements including potential ground access and overhead pedestrian walkway, provisioning, passenger screening and ticketing, baggage screening, and CBP areas. Existing Cruise Terminal H tenants will be relocated prior to demolition. Furthermore, the existing berth and a portion of the channel will be dredged, and the existing apron will be expanded through fill and new bulkhead wall. Moreover, the project includes the addition of mooring dolphins to accommodate the larger, new vessels. In Resolution No. R-992-19, the Board of County Commissioners approved the expenditure of up to \$179M for this project, excluding delivering utilities to the site and Passenger Boarding Bridges (PBB).

BUDGET APPROVAL
FUNDS AVAILABLE *AG*

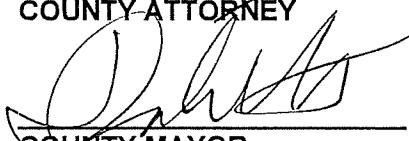


OMB DIRECTOR 12/24/19
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:



COUNTY ATTORNEY 12/23/19
DATE



COUNTY MAYOR 12/24/19
DATE

CLERK DATE

DATE



Small Business Development Division

Project Worksheet

Project/Contract Title: NEW CRUISE TERMINAL H PROGRAM
Project/Contract No: DB18-SEA-01 (BUILD)
Department: Seaport
Estimated Cost of Project/Bid: \$121,749,213.00
Received Date: 11/30/2018
Funding Source: Future Financing
Description of Project/Bid: Port Miami is planning for additional capacity with the development of the Cruise Terminal H Complex to accommodate a range of new vessels. In order to meet the additional passenger volumes, baggage screening; passenger drop-off and pick-up areas; parking and roadway traffic; and provisioning may be expanded and improved to provide for a state of the art Cruise Terminal Complex.

Contract Measures		
Measure	Program	Goal Percent
Goal	SBE - Con	8.91%
Goal	SBE - Services	4.00%
Workforce Goal	CWP	10.00%

Reasons for Recommendation
SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-Con) An analysis of the factors contained in Section VI. C. of Implementing Order 3-22 indicates that a 8.91% Small Business Enterprise – Construction (SBE-Con) subcontractor goal is appropriate for the trades of: Masonry Contractors (bricklayers and mason work) at 2.76%. Finish Carpentry Contractors (carpentry work) at 0.36%. Painting and Wall Covering Contractors (painting work) at 1.08%. Plumbing (plumbing work) at 3.58% and Commercial and Institutional Building Construction (laborers and commercial construction work) at 1.13%.
SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-S) An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a 6.0% is appropriate for the services portion of this contract in; Aerial Photography and Videography Services, Including Drones (project photography) at 0.20%, Fencing, Temporary (For Construction and Other Industrial or Safety Uses) (temporary fencing) at 0.30%, Building Construction Services, New (Incl. Maintenance And Repair Services) (construction cleaning) at 0.20%, Architectural Services, Professional (shop drawing services) at 0.20%, Construction Management Services (scheduling and estimating) at 1.00%, Land Surveying (field surveying) 0.60%, Toilets, Portable, Rental or Lease (temporary utilities /portable toilets) at 0.50% and Consulting Services (LEED consulting services) at 1.00. A 10% CWP Workforce Goal is goal is appropriate for this contract. NAICS 238220 Plumbers, NAICS 236220 Commercial and Institutional Building Construction, NAICS 238140 Masonry Contractors, NAICS 238320 Painting and Wall Covering Contractors, NAICS 238350 Finish Carpentry Contractors, NAICS 238160 Roofing contractors, NAICS 238190 Other Foundation, Structure, and Building Exterior Contractors, NAICS 238220 Fire sprinkler system installation, NAICS 238220 Heating, ventilation and air-conditioning (HVAC) contractors, NAICS 238290 Elevator installation, NAICS 238290 Escalator installation, NAICS 238390 Other Building Finishing Contractors, NAICS 238910 Site Preparation Contractors, NAICS 238990 All Other Specialty Trade Contractors, NAICS 238310 Drywall and Insulation Contractors, NAICS 238110 Poured Concrete Foundation and Structure Contractors, NAICS 238150 Glass and Glazing Contractors, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS.238340

Tile and Terrazzo Contractors, NIGP 91027 Garbage and Trash Removal, Disposal and or Treatment Services, NIGP 91039 Janitorial and Custodial Services, NIGP 90505 Aerial Photography and Videography Services, Including Drones, NIGP 96121 Cost Estimating, NIGP 96214 Blue Printing Services: Blue Prints, Blue Line, Large Engineering, NIGP 98815 Fence Installation, Maintenance and Repair, NIGP 96460 Land Surveying

Small Business Contract Measure Recommendation

<u>Subtrade</u>	<u>Category</u>
Aerial Photography and Videography Services, Including Drones	SBE – Services
Janitorial/Custodial Services	SBE – Services
Cost Estimating	SBE – Services
Blue Printing Services	SBE – Services
Fence Installation	SBE – Services
Land Surveying	SBE – Services
Commercial and Institutional Building Construction	SBE - Con
Finish Carpentry Contractors	SBE - Con
Masonry Contractors	SBE - Con
Painting and Wall Covering Contractors	SBE - Con
Plumbing, Heating, and Air-Conditioning Contractors	SBE - Con

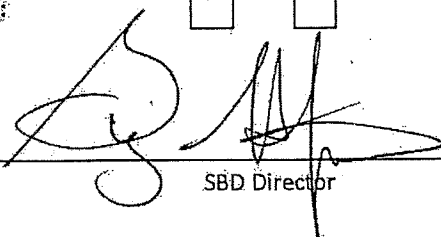
Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☒ NO ☐

Building: YES ☒ NO ☐


SBD Director

2-27-19
Date

Suffolk
305-374-1107
www.suffolk.com

Southeast:
One Biscayne Tower, Suite #2700
2 South Biscayne Boulevard
Miami, FL 33131
305-374-1107
www.suffolk.com

December 20, 2019

Via Overnight Delivery

build
smart

SUFFOLK

Mr. Gary Hartfield
Small Business Development Director
Internal Services Department
Small Business Development
111 Northwest 1 Street, 19th Floor
Miami, Florida 33128

Re: **SBE-Construction Makeup Plan – Contract Number DB18-SEA-01**
Terminal H – Virgin Port- Project Number 2019 001, Miami-Dade County,
Florida

Dear Mr. Hartfield,

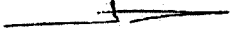
This letter shall serve as confirmation that Suffolk Construction Company, Inc. ("Suffolk") is aware that it has a Small Business Enterprise ("SBE") workforce deficit in the amount of approximately \$4,230,728.16 in connection with the construction of the Miami Dade Children's Courthouse Project. Said deficit was reduced by Suffolk in connection with the construction of the Port of Miami Terminal A project.

That being said, Suffolk has and will continue to implement an aggressive SBE Construction Makeup program pertaining to the above referenced Project and anticipates a significant reduction of the current deficit upon the completion of the Project.

We look forward to our continued business relationship with Miami-Dade County and working with your Department and the SBE community in furthering the goals of the SBE Program.

Please do not hesitate to contact me should you require anything further.

Sincerely,
Suffolk Construction Company, Inc.


Juan Diaz
General Counsel-SE

c: Laurie Johnson, SBE
Peter Tuffo, President/General Manager, Suffolk-SE
Alex Smith, COO, Suffolk-SE
Alexis Leal, Vice President, Suffolk-SE
Miquel Gonzalez, Assistant County Attorney
Frank Ramirez, Miami-Dade County -Seaport
Alice Hidalgo-Gato, Miami-Dade County



Small Business Development Division

Project Worksheet

Project/Contract Title: NEW CRUISE TERMINAL H PROGRAM

Received Date: 11/30/2018

Project/Contract No: DB18-SEA-01 (DESIGN)

Funding
Source:

Department: Seaport

Estimated Cost of Project/Bid: \$12,754,679.00

Description of Project/Bid: Port Miami is planning for additional capacity with the development of the Cruise Terminal H Complex to accommodate a range of new vessels. In order to meet the additional passenger volumes, baggage screening; passenger drop-off and pick-up areas; parking and roadway traffic; and provisioning may be expanded and improved to provide for a state of the art Cruise Terminal Complex.

Contract Measures		
Measure	Program	Goal Percent
Goal	SBE - A&E	18.50%
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-AE) An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a 18.50% SBE-AE Sub-consultant Goal is appropriate for this contract.		
SMALL BUSINESS ENTERPRISE- GOODS & SERVICES (SBE-G&S) An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a no measure is appropriate for the SBE-G&S portion of this contract. SBD has reviewed the project this project and has determined that SBE-G&S is not applicable.		
MDC-TCC 08 TELECOMMUNICATION SYSTEMS, MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 14 ARCHITECTURE, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 09-04 NON-DESTRUCTIVE TESTING AND INSPECTIONS, MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-03 Underground Utility Location, MDC-TCC 05-04 CRUISE TERMINAL EQUIPMENT DESIGN, MDC-TCC 05-08 MARINE ENGINEERING DESIGN, MDC-TCC 05-09 ENVIRONMENTAL DESIGN, MDC-TCC 05-10 TRANSPORTATION SYSTEMS DESIGN, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 09-03 CONCRETE AND ASPHALT TESTING SERVICES, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 20 LANDSCAPE ARCHITECTURE, MDC-TCC 22 ADA TITLE II CONSULTANT, MDC-TCC 05-02 ARCHITECTURAL DESIGN, MDC-TCC 05-03 CRUISE TERMINAL DESIGN		
Small Business Contract Measure Recommendation		
Sub-trade	Category	
Cruise Terminal Equipment Design	SBE - A&E	
Marine Engineering Design	SBE - A&E	
Environmental Design	SBE - A&E	

Telecommunication Systems
 Geotechnical and Materials Engineering Services
 Concrete and Asphalt Testing Services
 Non-Destructive Testing and Inspections
 General Structural Engineering
 General Mechanical Engineering
 General Electrical Engineering
 General Civil Engineering
 Surveying and Mapping - Land Surveying
 Underground Utility Location
 Engineering Construction Management
 Landscape Architecture
 Architecture

SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E
 SBE - A&E

Living Wages:

YES

☐

NO

☒

Highway: YES

☐

NO

☒

Heavy
Construction:

YES

☐

NO

☒

Responsible
Wages:

YES

☐

NO

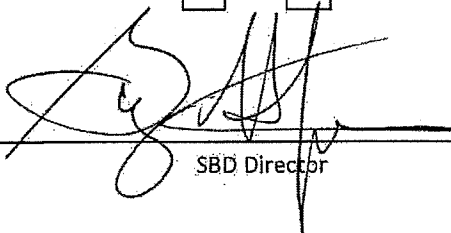
☒

Building: YES

☐

NO

☒


 SBD Director

2-27-19

Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses



Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms

Establishment information

Your establishment name Suffolk SE Region
Street 777 S Flagler Drive, Suite 1400

City West Palm Beach State FL Zip 334

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Annual average number of employees 344
Total hours worked by all employees last year 687,099

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John J. Mery
Company executive

Regional Safety Dir
Title

591-282-3053 Phone
Jan 31, 2019 Date

Establishment Search Results

Establishment	Date Range	Office	Zipcode	State
Suffolk Construction	12/18/2016 to 12/18/2019	all	all	FL

Please note that inspections which are known to be incomplete will have the identifying Activity (or shown in italic. Information for these open cases is especially dynamic, e.g. violations may be added or deleted.

Sort By: Date | Name | Office | State

Return to Search

By Date

Results 1 - 3 of 3

Get Detail Selected All Reset

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
1	1306883 015	03/30/2018	0420600	FL	Planned	Partial	236220	236220		Suffolk Construction Company Inc.
2	1300746 015	03/06/2018	0418800	FL	Planned	Complete	236220	236220		Suffolk Construction, Inc.
3	1240687 015	02/08/2017	0418800	FL	Unprog Rel	Partial	236220	236220		Suffolk Construction Company, Inc.

FIRST AMENDMENT TO DESIGN-BUILD AGREEMENT

**FIRST AMENDMENT
TO DESIGN-BUILD AGREEMENT**

This First Amendment (the "Amendment") to the Design-Build Contract (Contract No. DB18-SEA-01) (the "Contract") is entered into this 14 day of June, 2020 by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and Suffolk Construction Company, Inc. ("Suffolk") (together, the "County" and "Suffolk" are the "Parties").

RECITALS

WHEREAS, the County and Suffolk entered into the Contract for the purposes of Suffolk's design and construction of a complete, fully functional Project, ready in all respects to be put to its intended use; and

WHEREAS, under the Contract, Suffolk is responsible for the purchase of various lines of insurance, including Completed Value Builders' Risk Insurance; and

WHEREAS, the Parties desire to instead require the County to purchase the Completed Value Builders' Risk Insurance in the manner set forth in this Amendment;

NOW, THEREFORE, the Parties, in exchange for good and valuable consideration, the receipt and sufficiency of which they hereby acknowledge, agree to the following:

TERMS AND CONDITIONS

1. Unless otherwise specifically amended by this Amendment, this Amendment shall not be construed to amend any other term of the Contract. All capitalized terms used herein shall have the definitions provided in the Contract unless specifically defined herein.

2. Sections 13.3.1(B)(E) and (B)(F) are hereby deleted and replaced with the following Section 13.3.1(B)(E):

E) Builder's Risk Insurance

1. The County shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum pertaining to Construction Costs (with a deduction for the wet works elements of the project which are not covered under the builders' risk policy), plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement

cost basis (including Services required by Design-Builder's design professionals for such replacement) without optional deductibles. Such property insurance shall cover the Work and property and shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final completion. This insurance shall include interests of the County as named insured and the Design-Builder, Subconsultants, Subcontractors and Sub-subcontractors of all tiers in the Project as additional insureds.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake and earth movement, flood, windstorm including named windstorm, falsework, rain, wind-driven rain, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design-Builder's services and expenses required as a result of such insured loss. County shall have in place the Builders' Risk insurance prior to the Design-Builder commencing foundation work on Site. The Parties acknowledge that demolition has already commenced prior to the execution of this Amendment, and that it shall not be a requirement of the Contract or this Amendment that the County obtain the Builders' Risk coverage for any work performed before foundation work. A specimen policy of the coverage the County will have in force throughout the duration of the Project has already been provided to the Design-Builder, and the Design-Builder has approved the coverage provided thereby for consistency with this Amendment. The County shall provide Design-Builder with copies of the policy(ies) within fifteen (15) days of the County's receipt of said policy(ies). If the coverage provided under the builders' risk policy procured by County materially differs from the aforementioned specimen policy provided to Design-Builder, the Design-Builder shall notify the County of any such deficiencies and County shall correct the same, or Design-Builder may purchase insurance to

correct such deficiencies and shall be entitled to an increase in the Contract Price for the cost of same.

3. The County shall have the power to adjust and settle a builder's risk loss with insurers but shall not settle such loss without Design-Builder's consent, which shall not be unreasonably withheld.
4. Any deductible amounts that may apply under the builders' risk policy shall be the sole responsibility of the Design Builder, with the exception of (1) the deductibles applicable to losses emanating from named windstorm and flood losses and (2) with respect to the water damage deductible, the Design-Builder is responsible for the first \$50,000.00 of the deductible, and the County is responsible for the remainder of the deductible until the insurance attaches. The County shall be solely responsible for any deductible payments required for either named windstorm and/or flood losses covered under the builders' risk policy. Additionally, in the event of a loss and/or losses from either a named windstorm or flood event, which exceed the available limits of insurance provided under the builder's risk policy, these sums shall be the sole responsibility of the County.
5. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit, excluding ocean transit).
6. Partial occupancy or use in accordance with Section 11.1 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise.
7. The County and Design-Builder waive all rights against (1) each other and any of their Sub-consultants, subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) separate contractors of the County, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section E(1) or other property insurance applicable to the property and the Work and for any deductibles associated with such insurance, except such rights as they have to proceeds of such insurance held by the County as

fiduciary. The County or Design-Builder, as appropriate, shall require of the Sub-consultants, separate contractors of the County, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies (except professional liability) shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

8. In connection with a loss to be adjusted under the Policy, Design-Builder shall have no obligation to commence the performance of any such restoration unless it has received a change order signed by County authorizing the performance of the restoration, which also sets forth the agreement of the County and Design Builder as to the amount, if any, of any increase in the then-current guaranteed maximum price and/or time for the Project required with respect to such restoration Work, or if costs cannot be determined prior to the County directing the restoration work to commence, then an interim change order shall be issued based on a mutually agreed upon Rough Order of Magnitude of the restoration work (the "**ROM Amount**"). Thereafter, for an interim change order based on a ROM Amount, once Design Builder has incurred costs, plus applicable mark-ups, that equal such interim change order, Design Builder shall have no obligation to continue with any such restoration unless it receives payment, as and when required under the Design Build Agreement of the costs incurred for the performance of the restoration during the prior month that exceed the change order. In lieu of the change order procedures provided in the Contract, in the case of an emergency requiring immediate action for the preservation of life, safety, or property, or if the Parties are unable to agree on the amount of a change order, the County shall be entitled to utilize any other procedure provided for in the Contract (e.g., directives) to secure the

expeditious completion of any necessary restoration work.

3. Section 13.1 is deleted and replaced with the following Section 13.1 (for the avoidance of doubt, Section 13.1's subsections are not modified hereby):

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY

Pursuant to Section 725.08 of the Florida Statutes, the Design-Builder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design-Builder and other persons employed or utilized by the Design-Builder in the performance of this Contract (excluding damage to the Work itself to the extent covered by the Builder's Risk policy). Design-Builder shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings. Design-Builder expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Design-Builder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision for indemnification shall survive expiration termination of the Contract.

4. Section 13.2 is deleted and replaced with the following Section 13.2 (for the avoidance of doubt, Section 13.2's subsections are not modified hereby):

13.1) ERRORS AND OMISSIONS

The Design-Builder, to the extent of its failure to perform in accordance with the standard of care set forth in this Contract, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by subconsultants and subcontractors), within the specified time period and specified cost. The Design-Builder shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a Design-Builder with respect to the disciplines required for the performance of the Work in the State of Florida. The Design-Builder is responsible for and represents

that the Work conforms to County's requirements as set forth in the Contract. The Design-Builder shall be and remain liable to the County for all damages to the County caused by the Design-Builder's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work (excluding damage to the Work itself covered by the Builder's Risk policy). In addition to all other rights and remedies, which the County may have, the Design-Builder shall, at its expense, re-perform the services to correct any deficiencies, which result from the Design-Builder's failure to perform in accordance with the above standards. The County shall notify the Design-Builder in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the Design-Builder or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the County's rights under the Contract or of any cause of action arising out of the performance of the Contract. The Design-Builder and its subconsultants and Subcontractors shall be and remain liable to the County in accordance with applicable law for all damages to County caused by any failure of the Design-Builder or its subconsultants and subcontractors to comply with the terms and conditions of the Contract or by the Design-Builder's or subconsultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Contract (excluding damage to the Work itself to the covered by the Builder's Risk policy). With respect to the performance of Work by subconsultants and subcontractors, the Design-Builder shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of subconsultants and subcontractors Work.

5. Section 4.6 is deleted and replaced with the following Section 4.6:

- 4.6) The Design-Builder is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by Design-Builder's subconsultants and subcontractors), within the specified time period and for the specified Contract Price. The Design-Builder shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by an Architect/Engineer with respect to the disciplines required for the performance of the Work in the State of Florida. The Design-Builder is responsible for and represents

that the Work conforms to the County's requirements as set forth in the Contract Documents.

The Design-Builder shall be and remain liable to the County for all damages caused by the Design-Builder's negligent acts or errors or omissions in the performance of the Work as specified in Article 13.2 "ERRORS AND OMISSIONS" of this Contract. In addition to all other rights and remedies, which the County may have, the Design-Builder shall, at its sole expense, re-perform the services to correct any deficiencies, which result from the Design-Builder's failure to perform in accordance with the above standards. The Design-Builder shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming design and construction services resulting from the Design-Builder's deficiencies for a period from the commencement of this Contract until twelve (12) months following the Substantial Completion Date of the Work and for the period of liability required by applicable law unless a longer warranty period applies, in which case the Design-Builder shall assign the extended and/or manufacturer warranty to the County (and Design-Builder shall assist County with coordination of Subcontractor's replacement or repair for the longer applicable period). The County shall notify the Design-Builder in writing of any deficiencies and shall reasonably approve the method and timing of the corrections. Notwithstanding the foregoing, Design Builder's obligations herein exclude losses and damages covered by the Builder's Risk Insurance.

The County's Representative shall maintain the right to inspect construction activities for adherence to the approved design documents, have full access to the construction site at all times, and request any documentation from the Design-Builder, which will be provided in a timely manner so as not to impact the project schedule. In the event the County's Representative's findings differ from that of the Design-Builder, the Design Criteria Professional(s) shall be asked to recommend to the Seaport its analysis for Seaport's approval.

Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the Design-Builder or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the County's rights under the Contract or of any cause of action arising out of the performance of the Contract. The

Design-Builder and its subconsultants or subcontractors shall be and remain liable to the County in accordance with applicable law for all damages to County caused by any failure of the Design-Builder or its subconsultants or subcontractors to comply with the terms and conditions of the Contract or by the Design-Builder or its subconsultants or subcontractors; misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants or subcontractors, the Design-Builder shall, in approving and accepting such Work, ensure the quality, completeness, and coordination of subconsultant's Work. Except in instances in which a longer warranty period applies, in which case the longer period shall govern subject to the above clarification, the Design-Builder shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within one (1) year following the Substantial Completion date and shall be subject to further re-performance, repair and replacement for one (1) year from the date of initial re-performance, not to exceed two (2) years from Substantial Completion.

6. Section 4.20(b) is deleted and replaced with the following Section 4.20(b):

4.20) [...]

a. [...]

b. In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Design-Builder's operations, the Design-Builder shall take immediate steps to repair or replace all damage and to restore all services. Further, the Design-Builder shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Design-Builder shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Design-Builder's work shall be borne by the Design-Builder and the Design-Builder shall be fully responsible for any and all claims resulting from the damage, except to the extent such losses and damages are covered by the Builder's Risk Insurance.

7. Section 13.14 is deleted and replaced with the following Section 13.14:

13.14) HAZARDOUS CONDITIONS

Unless otherwise expressly provided in the Contract

Documents to be part of the Work, Design-Builder is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop work immediately in the affected area and duly notify County's Representative and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

Upon receiving notice of the presence of suspected Hazardous Conditions, County shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include County retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that County must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the Design-Builder construct through or remove the hazardous material as a part of the Project Work. In such instance, the Work involved will be Extra Work and treated with the methods provided in Article 11.5.3 Extra Work and Payment therefore.

Design-Builder shall be obligated to resume work at the affected area of the Project only after County's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the affected Work Site or that the materials were found not to be hazardous.

Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract time(s) to the extent Design-Builder's time of performance in the critical path has been adversely impacted by the presence of Hazardous Conditions

To the fullest extent permitted by law, County shall indemnify, defend and hold harmless Design-Builder, design consultants, subcontractors, anyone employed directly or indirectly for any of them, and their officers, Director's, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the affected Work Site.

Notwithstanding the preceding provisions of this Section, County is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend and hold harmless County and County's officers, Director's, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, subcontractors or anyone for whose acts they may be liable, except to the extent such losses and damages are covered by the Builder's Risk Insurance.

5. The County has provided the Design-Builder with a specimen copy of the Builders' Risk policy to be procured pursuant to this Amendment, and the Design-Builder agrees that the specimen policy provided to the Design-Builder meets or exceeds the requirements of this Amendment.

6. In consideration of the changes reflected in this Amendment, the Parties have negotiated a full and final credit to the Contract Price totaling (\$1,447,491.00). Design-Builder and the County will execute a Change Order memorializing the same.

IN WITNESS WHEREOF the said Miami-Dade County, Florida, has caused this Amendment to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

Suffolk Construction Company, Inc.

By: _____

Print: Joan Diaz

Title: General Counsel - Sr./Asst. Secy

Dated: June 19, 2020.

Attest: _____
Print: Claudia Ripley
Seal:

Miami-Dade County, Florida

By: _____

Print: Jack Osterholt

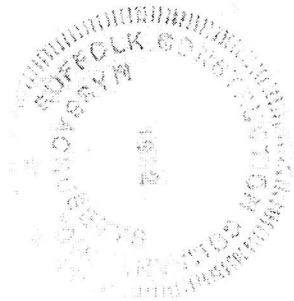
Title: Deputy Mayor

Dated: June _____, 2020.

By: _____
Assistant County Attorney
As to Form and Legal Sufficiency

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy Clerk



SECOND AMENDMENT TO DESIGN-BUILD AGREEMENT

SECOND AMENDMENT TO DESIGN-BUILD AGREEMENT

This Second Amendment (the "Amendment") to the Design-Build Contract (Contract No. DB18-SEA-01) (the "Contract") is entered into this 8th day of October, 2020 by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and Suffolk Construction Company, Inc. ("Suffolk") (together, the "County" and "Suffolk" are the "Parties").

RECITALS

WHEREAS, the County and Suffolk entered into the Contract for the purposes of Suffolk's design and construction of a complete, fully functional Project, ready in all respects to be put to its intended use; and

WHEREAS, the Parties desire to make certain modifications to the Contract based on negotiations conducted at the County's request to realize the savings desired under Resolution No. R-730-20;

NOW, THEREFORE, the Parties, in exchange for good and valuable consideration, the receipt and sufficiency of which they hereby acknowledge, agree to the following:

TERMS AND CONDITIONS

1. **Deductive Change Orders.** The Parties shall enter into one or more deductive change orders in accordance with Section 9.3 of the Contract reducing the Contract Price by Fifteen Million Four Hundred Fifty-Eight Thousand Five Hundred Fifty-Five Dollars (\$15,458,555.00) in cost reductions based on Project scope reductions identified in **Exhibit A**.

All credit values agreed upon by the County and Suffolk, including value engineering and scope reduction items shall be all-inclusive and the implementation of such items shall not compromise the delivery of a complete and fully functioning cruise terminal consistent with PortMiami's cruise terminals and the Project's design intent except to the extent expressly modified by the accepted value engineering. Such credit values include, but are not limited to the following: design and contractor fees; permitting; drawing revisions and shop drawings; all new structural analysis, redesign; and calculations; additional detailing and design changes, including building envelope, roofing, structural, MEP, fire protection, conveyor/escalator/elevator, and IT systems to fully and completely realize the changes; compliance with life safety and applicable codes due to conditions not considered during the credit negotiations; increases in material and/or labor costs associated with the items listed; and any schedule impacts beyond the October 1, 2021 date, subject to extensions of the Contract Time otherwise allowed pursuant to the Contract. Credits provided, including those listed as design-to allowances, are to be considered minimum and can be further reduced if agreed upon by the County and Suffolk. Notwithstanding the foregoing, for the credits identified as allowances in Exhibit A (item Nos. 12, 13, 20, 53, 60b, and 69), the following terms apply: For such allowance items, if the final realized aggregate costs of all six (6)

allowances are more than or less than the aggregate of all such projected allowance amounts identified in Exhibit A, the Contract Price shall be adjusted accordingly by Change Order. In order to determine the aggregate sum of all allowances, the final value of each allowance shall be individually calculated based on the difference between actual costs of the allowance item, and the original allowance amount identified in Exhibit A plus mark-up as allowed by the Contract of Suffolk's construction costs (labor, equipment and materials) as a result of the change in allowance. Further, prior to any such final aggregate allowance calculation, and for avoidance of doubt, Suffolk may transfer unrealized costs from one allowance item to cover cost overruns of any other allowance item.

The parties agree that Section 13.16 shall not apply to the value engineering accepted in this Amendment and Exhibit A, all of which shall be governed by the terms of this Amendment.

2. **Contract Amendments.** In consideration of the deductions made under paragraph 1 of this Amendment, the following changes shall be made to the Contract:

- A. Section 5.2 of the Contract is hereby amended such that the Substantial Completion Date shall be October 1, 2021. Conforming changes to the Substantial Completion Date are hereby made in Sections 5.2, 5.2.1.2 and 5.2.2. For the avoidance of any doubt, no change is made to the Final Completion Date.
- B. Section 5.2.2 of the Contract is hereby amended such that the Milestone No. 1 Liquidated Damages amount shall be Seven Thousand Five Hundred Dollars (\$7,500.00) per calendar day.
- C. This Amendment resolves the previously proposed Value Engineering credits identified as "rejected" in the full document titled with a file name of "Port Term H VE – FINAL 10.07.20.xls" (the "Settled VE Items"). In exchange for Suffolk's detrimental reliance on accepting this Amendment and providing the credit in paragraph 1, the County agrees that notwithstanding Section 9.3.5, it shall not issue a unilateral Change Order for any of the Settled VE Items, including but not limited to the prior proposed value engineering identified as Item No. 7 ("If available schedule from marine work is increased an additional 2 months (4 total)"). In the event of a conflict between Exhibit W of the Contract and this Amendment, this Amendment shall control.

3. **Schedule of Values.** A revised Schedule of Values shall be submitted by Suffolk reflecting the adjustments consistent with the parties' discussions, and once accepted by the County shall be incorporated into the Contract via an administrative (Zero Dollar) Change Order.

4. **Scope of Amendment.** Unless otherwise specifically amended by this Amendment, this Amendment shall not be construed to amend any other term of the Contract. All capitalized terms used herein shall have the definitions provided in the Contract unless specifically defined herein.

IN WITNESS WHEREOF the said Miami-Dade County, Florida, has caused this Amendment to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

Suffolk Construction Company, Inc.

Miami-Dade County, Florida

By: [Signature]

By: _____

Print: Juan Diaz

Print: _____

Title: General Counsel - South/Asst. Secy

Title: _____

Dated: October 08, 2020.

Dated: October __, 2020.

Attest: [Signature]
Print: Kimber Lea Goblisch
Seal:

By: _____
Assistant County Attorney
As to Form and Legal Sufficiency

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy Clerk



PORT MIAMI CRUISE TERMINAL H

CONTRACT EXHIBIT A

Contract Exhibit A tab - included for purposes of Amendment #2. Full document on file entitled, "Value Engineering Port Term H - 10.07.20"



Current Budget: \$159,905,058

Budget Total with Accepted VE: \$144,446,503

Item	Description	Credit Value (with Markup)
2b	Reduce Liquidated Damages - TCO TBD	(225,000)
10	If County is responsible for all Utility Company Backcharges for service connections (temp and permanent)/(saves on all additional mark-ups) - This is a credit for Suffolk's Markup that would have been paid by the County if the utility connection costs would have remained in Suffolk's contract. County now to pay these utility costs directly.	(20,323)
12	Reduce size, or change spec of landscaping material. Landscaping becomes a Design-To ALLOWANCE	(111,332)
13	Utilize sand set concrete pavers at pedestrian walks at front of building at \$6/SF installed allowance in lieu of 4" colored concrete	(198,000)
14	Utilize grey standard concrete at vehicular drives in lieu of colored and scored concrete	(411,823)
19	Change (5) CBP Booth Screen to a 6' high Drywall partition, Painted Steel channel frame.	(50,735)
20	Reduce signage to \$500,000 Owner allowance	(265,350)
25	Change exterior framed stucco ceilings to metal ceiling panels	(473,384)
44	Elevator Finishes per TKE (Provide Powder Coat Doors and Frames & 441 SS on all finishes (walls, handrails and etc) ILO Aluminum Doors and Frames and #4 316 finishes)	(176,580)
46	Eliminate 50% Exterior Skylights (Canopy)	(434,962)
47	Eliminate 50% Interior Skylights	(491,909)

PORT MIAMI CRUISE TERMINAL H

CONTRACT EXHIBIT A

Contract Exhibit A tab - included for purposes of Amendment #2. Full document on file entitled, "Value Engineering Port Term H - 10.07.20"



49	Skylight mullions allowable at 50% of skylights not deleted in #46 & #47 above	(286,578)
53	Replace 50% of the remaining wood paneling with Drywall - Design to Allowance	(252,083)
55	Fund 50% of the TKE Contract As a Deposit	(52,851)
56	Port provides 200 Trade parking within walking distance to site until <u>duration</u> of project.	(212,280)
57	Eliminate overhead pedestrian bridge and circulation core - Elevator 1&2 eliminated, Stair 10 eliminated, misc metals for stairs and handrails eliminated, piles for bridge foundation eliminated, bridge roofing eliminated, bridge steel and concrete structure eliminated, delete work at existing parking garage to accommodate pedestrian bridge	(865,265)
59	Eliminate the Won Door, replace with painted 1 hr fire rated partition with 2 pairs of hm doors with panic hardware.	(62,251)
60b	Modify terrazzo to a \$23/sf Design-To Allowance. Two Standard Colors, Standard marble chips, No Patterning.	(407,578)
62	Reduce Curtain wall and replace with CMU/Stucco(exterior)/Drywall(interior)/Paint on the west sides of the terminal per B/A Sketch - Fix sketch to stop at Gridline 1	(183,622)
63	#63a&63b Combined - Eliminate the Exterior VIP Terrace. - Reduce paver area to approximately 3500 SF as shown on attached sketch. Remove planters. Membrane roof to be installed at area that pavers are removed. Remove overhead cantilevered roof and skylights	(1,787,936)
64	Reduce Curtain wall and replace with CMU/Stucco(exterior)/Drywall(interior)/Paint on the east sides of the terminal per B/A Sketch	(152,576)
65R	Remove office/shell space above provisioning. Eliminate Roofing/skylights/structure south of grid line 1. Eliminate Louvered perimeter wall. Replace with a flat 18'h, 4,815 sf rectangular roof over the provisioning area with a 3'9" enclosure wall and an 18"h Parapet wall. The cooling towers will be on the roof within a 30x30 cooling tower enclosure. All steel will be 1hr fireproofed. Galvanized Fire sprinkler piping with nickel heads is included. A painted Stucco soffit ceiling is included.	(1,224,835)

PORT MIAMI CRUISE TERMINAL H

CONTRACT EXHIBIT A

Contract Exhibit A tab - included for purposes of Amendment #2. Full document on file entitled, "Value Engineering Port Term H - 10.07.20"



69	7/14 Reduce specialty lighting. Carrying a Design-To Allowance of \$100,000	(106,140)
71	Eliminate the Intermediate Mooring Dolphin	(196,359)
73	Eliminate one 150T Mooring Bollards at Terminal G	(222,894)
74	Eliminate 4 100T intermediate Bollards	(318,420)
78	All Exterior Rails to Aluminum Picket Rails (powder coat finish)	(132,752)
79	All Exterior Handrails to Aluminum (powder coat finish)	(25,169)
85	Remove Baggage handling conveyor system (South side), All conveying equipment on the northside scanning area including the carousel, X-ray rolling conveying equipment is to remain.	(1,294,189)
87	Eliminate canopies on waterside	(191,052)
95	Subcontractor discount	(2,624,325)
100	Suffolk Discount	(2,000,000)
TOTALS		(15,458,555)
ALL NUMBERS ABOVE INCLUDE ALL DB CONTRACTOR COSTS INCLUSIVE OF 6.14% FOR CONTRACTORS FEE, INSURANCE AND BOND - Amount is shown to the RIGHT		(613,252)

EXHIBIT C

CONTRACT AWARD RECOMMENDATION

ITEM NO. 2

CARGO GATE MODIFICATIONS AND PROCESS IMPROVEMENTS

**PROJECT NO. 2011-045.03
CONTRACT NO. 2011-045.03**

CONTRACT AWARD RECOMMENDATION

Memorandum



Date: November 22, 2019

To: Juan M. Kuryla
Director
Seaport Department

From: Hydi Webb 
Deputy Director
Seaport Department

Subject: Contract Award Recommendation for Cargo Gate Modifications and Process Improvements - Project No: 2011-045.03; Contract No: 2011-045.03, to Central Florida Equipment Rentals, Inc.

CLERK OF THE BOARD
2019 DEC -2 PM 2:25
CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.
#1

RECOMMENDATION

This Recommendation for Award for Construction Contract Number 2011-045.03 between Central Florida Equipment Rentals, Inc., and Miami-Dade County (County) has been prepared by the Seaport Department (PortMiami), and is recommended for approval for a total contract amount not to exceed \$16,057,300.00, inclusive of a contingency allowance amount of \$1,421,000.00 and a dedicated allowance amount of \$426,300.00.

SCOPE

The Work of this Contract consists of new infrastructure and facilities improvements to the existing cargo container terminal gate complexes located at the Miami-Dade County Seaport Department. These improvements include, but are not limited to, enhancements to the existing PortMiami main gate complex; demolition and reconstruction of exiting portals; construction of a new tenant cargo gate complex equipped with power, communications, removable canopies, and new above ground scales; construction of a new traffic control feature (with a new roadway which connects to all existing roadways east of the PortMiami main gate complex and existing cargo roads); construction of a new roadway (approximately three hundred (300) feet in length) west of the PortMiami main gate complex; construction of a new roadway (approximately five thousand four hundred (5,400) feet in length) approaching to and within the tenant cargo yards; and any supportive ancillary tasks to successfully complete all phases of the project.

BACKGROUND

This project consists of multiple improvements to cargo gate operations at PortMiami including: (1) addition of a new cargo gate system in the South Florida Container Terminal (SFCT) yard, (2) refurbishment and enhancement of the existing common pre-arrival gate complex, (3) cargo traffic roadway improvements at the Port Blvd main intersection, (4) roadway and gate enhancements in the Port of Miami Terminal Operating Company (POMTOC) yard, and (5) enhancements at the common outbound gate complex. In addition to the listed improvements for cargo operations, the project will enable a turnover of leased land from SFCT back to PortMiami for future cruise terminal development planned for late 2020.

FISCAL IMPACT/FUNDING SOURCE

<u>FUNDING SOURCE:</u>	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	FDOT Funds	644010	#76137	\$2,000,000.00
	Federal Transportation Grant	644010	#76137	\$7,000,000.00
	Future Financing	644010	#76137	\$7,057,300.00
	Total Funding:			\$16,057,300.00

OPERATIONS COST IMPACT / FUNDING: Throughout the life of the asset, there are no impacts on operating costs as this is an infrastructure renovation project that includes, but is not limited to, roadway, paving, drainage, signage, and pavement marking improvements.

MAINTENANCE COST IMPACT / FUNDING: Throughout the life of the asset, there are no impacts on operating costs as this is an infrastructure renovation project that includes, but is not limited to, roadway, paving, drainage, signage, and pavement marking improvements.

LIFE EXPECTANCY OF ASSET: The life expectancy is in excess of 20 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	644010- CARGO GATE - MODIFICATIONS Book Page:162 Volume 3 - FY 2019-20 Proposed Budget and Multi-Year Capital Plan Funding Year: FY 2019-2020	\$9,915,735.66
	644010- CARGO GATE - MODIFICATIONS Book Page:162 Volume 3 - FY 2019-20 Proposed Budget and Multi-Year Capital Plan Funding Year: FY 2020-2021	<u>\$6,141,564.34</u>

CAPITAL BUDGET PROJECTS TOTAL: \$16,057,300.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: Miami-Dade County Contractor's Certification is required in one of the following categories: General Engineering, or other categories as applicable to Chapter 10 of the Miami-Dade County Code, or State of Florida General Contractor's License.

SUSTAINABLE BUILDINGS ORDINANCE: (I.O. NO. 8-8) Did the project require compliance with the Sustainable Buildings Program?
No - Not Applicable

BID PACKAGES ISSUED: 11

BIDS RECEIVED: 3

TOTAL CONTRACT PERIOD: 540 Days. Excludes Warranty Administration Period

CONTINGENCY PERIOD: 54 Days.

IG FEE INCLUDED IN BASE CONTRACT: No

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$14,122,333.00

BASE CONTRACT AMOUNT: \$14,210,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Renovation	10%	\$1,421,000.00	

ART IN PUBLIC PLACES:	Not Applicable	1.50%
------------------------------	----------------	-------

PERMIT FEES : \$426,300.00 3.00%

TOTAL DEDICATED ALLOWANCE: \$426,300.00

TOTAL AMOUNT: \$16,057,300.00

DELEGATED AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

Authority for the County Mayor or County Mayor's designee to execute the Cargo Gate Modifications and Process Improvements Agreement on behalf of Miami-Dade County and to exercise, approve, or deny (as applicable) any cancellation rights, termination rights, berthing requests, and/or other County rights conferred in the Agreement and authorizes the County Mayor or the County Mayor's designee to issue a solicitation and subsequent award of a construction agreement for the Cargo Gate Modifications and

Process Improvements Project, subject to ratification by the Board in accordance with the PortMiami Expedite Ordinance.

TRACK RECORD/MONITOR

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: The project was advertised on August 15, 2019. Three bids were received on September 26, 2019. The base bid amounts ranged between approximately \$14.2 Million and \$28.5 Million (excluding allowance accounts). The lowest bid, in the amount of \$14,210,000.00 was submitted by Central Florida Equipment Rentals, Inc., (CFER) and was found to be the lowest responsive and responsible bidder.

The base estimate included within the Request to Advertise, \$16,548,089.00, was revised during the bidding process by Tetra Tech, Inc.; Engineer of Record (EOR) due to scope reduction and revisions. Therefore, the revised base estimate, \$14,122,333.00, is 14.66 percent lower than the original base estimate. As a result, the base bid amount submitted by CFER is 14.13 percent lower than the original base estimate and 0.62 percent higher than the revised base estimate.

The bids were reviewed by PortMiami staff and the apparent low bidder, CFER, was found to be responsive and responsible to all bid requirements. Furthermore, the EOR reviewed CFER's bid and provided a written statement, attesting that the low bid was reasonable and competitive based on the current market conditions.

Pursuant to Resolution R-187-12, and in accordance with the Internal Services Department's Procurement Guidelines, PortMiami staff exercised due diligence to determine the Contractor's responsibility. The lists that were referenced include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, federal excluded parties, and Department of Small Business Development (SBD) Violations report. There were no adverse findings relating to the Contractor's responsibility.

In accordance with Resolution No. R-1181-18, the Seaport Department has considered the safety records of CFER and its first-tier subcontractors. The information provided by CFER and its first-tier subcontractors, and the information uncovered by the Seaport Department through its own research, has revealed the safety incidents identified on Attachment A to this memorandum. Having considered the nature of the safety incidents listed above, including the circumstances surrounding the safety incidents, as described in the attached report(s), the Seaport Department has determined that

the safety incidents do not adversely affect the responsibility of the contractor and/or its first-tier subcontractors.

In addition, as part of the award process, PortMiami staff compiled information regarding CFER's prior experience with County. There are 19 evaluations listed in the Capital Improvements Information System with an average score of 3.1 out of a possible 4.0 points. In addition, CFER's principal has indicated over 40 years' experience as a general contractor in construction work similar to the work for this contract. Finally, PortMiami staff reviewed the business references included in CFER's bid package and deemed their experience for projects similar in size and complexity satisfactory. Therefore, PortMiami recommends this contract be awarded to CFER.

SUBMITTAL DATE:	9/26/2019
ESTIMATED NOTICE TO PROCEED:	12/2/2019
PRIME CONTRACTOR:	Central Florida Equipment Rentals, Inc.
COMPANY PRINCIPAL:	Robert A. Baer
COMPANY QUALIFIERS:	Robert A. Baer
COMPANY EMAIL ADDRESS:	bbaer@centralcivil.com
COMPANY STREET ADDRESS:	9030 NW 97 Terrace
COMPANY CITY-STATE-ZIP:	Medley, FL. 33178
YEARS IN BUSINESS:	42
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	Based upon the Three-Year Firm History Report as provided by the Division of Small Business Development, Central Florida Equipment Rentals, Inc., has held two contracts with the County for a total value of \$90,549,128.88. There were no change orders.
SUBCONTRACTORS:	Community Asphalt Corporation R & D Electric, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes • Contractor (Prime or Subcontractor) performing the Work of this Project shall have a minimum experience of at least one (1) project of similar scope and size during the past ten (10) years. • Contractor (Prime or Subcontractor) shall be familiar with the

installation of Florida Power and Light (FPL) electrical duct manholes. Project examples of a similar scope and size may include construction of roadways, structural canopies, pour foundations, power systems, telecommunication systems, and drainage systems.

- Horizontal Directional Drilling (HDD) Subcontractors must have a minimum of ten (10) years experience in the installation of HDD and have completed a minimum of one (1) project of similar scope and same size diameter or larger. Project examples of a similar scope and same size may include the installation of underground electrical distribution systems with multiple conduits as long as they meet the minimum diameter requirement.

- The experience must be demonstrated by the individual of the Contractor (Prime or Subcontractor) that will have direct or substantial involvement in the supervisory capacity at the Project Manager level or above. As a condition of award, the selected Contractor (Prime or Subcontractor) shall submit each individual's name, list of past projects, contact information, and references.

REVIEW COMMITTEE:

MEETING DATE: 5/16/2019 **SIGNOFF DATE:** 5/17/2019

APPLICABLE WAGES:
(RESOLUTION No. R-54-10)

Yes

**REVIEW COMMITTEE
ASSIGNED CONTRACT
MEASURES:**

<u>TYPE</u>	<u>ESTIMATED GOAL VALUE</u>
Not Applicable	

COMMENT

**MANDATORY CLEARING
HOUSE:**

No

**CONTRACT MANAGER
NAME / PHONE / EMAIL:**

Gyselle Pino

305 347-4833

gmf@miamidade.gov

**PROJECT MANAGER
NAME / PHONE / EMAIL:**

Elizabeth Ogden
R.A.

305 347-5521

eogden@miamidade.gov

BUDGET APPROVAL
FUNDS AVAILABLE:

R cc

[Signature]
OMB DIRECTOR

11/25/19
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:

[Signature]
COUNTY ATTORNEY

11/20/19
DATE

[Signature]
SEAPORT DIRECTOR

11/26/19
DATE

CLERK DATE

12/02/19
DATE

ATTACHMENT A

CARGO GATE MODIFICATIONS AND PROCESS IMPROVEMENTS CONTRACT / PROJECT NO. 2011-045.03

SAFETY RECORDS OF CONTRACTOR AND FIRST-TIER SUBCONTRACTORS (RESOLUTION NO. R-1181-18)

CENTRAL FLORIDA EQUIPMENT RENTALS, INC. (CONTRACTOR)
COMMUNITY ASPHALT CORPORATION (FIRST-TIER SUBCONTRACTOR)
R&D ELECTRIC, INC. (FIRST-TIER SUBCONTRACTOR)

Year	Company Name	Number of Injuries / Illnesses
2016	Central Florida Equipment Rentals, Inc.	0 Fatality / 9 Injuries / 1 Illness
2016	Community Asphalt Corporation	0 Fatality / 12 Injuries / 0 Illness
2016	R&D Electric, Inc.	0 Fatality / 1 Injury / 0 Illness
TOTALS 2016		0 Fatality / 22 Injuries / 1 Illness
2017	Central Florida Equipment Rentals, Inc.	0 Fatality / 6 Injuries / 0 Illness
2017	Community Asphalt Corporation	1 Fatality / 5 Injuries / 0 Illness
2017	R&D Electric, Inc.	0 Fatality / 0 Injuries / 0 Illness
TOTALS 2017		1 Fatality / 11 Injuries / 0 Illness
2018	Central Florida Equipment Rentals, Inc.	0 Fatality / 6 Injuries / 0 Illness
2018	Community Asphalt Corporation	1 Fatality / 2 Injuries / 6 Illness
2018	R&D Electric, Inc.	0 Fatality / 0 Injuries / 0 Illness
TOTALS 2018		1 Fatality / 8 Injuries / 6 Illness
TOTALS 2016 - 2018		2 Fatalities / 41 Injuries / 7 Illnesses

Year	Company Name	Number of Fatalities / Injuries / Illnesses
2016	Central Florida Equipment Rentals, Inc.	0 Fatality / 9 Injuries / 1 Illness
2017	Central Florida Equipment Rentals, Inc.	0 Fatality / 6 Injuries / 0 Illness
2018	Central Florida Equipment Rentals, Inc.	0 Fatality / 6 Injuries / 0 Illness
TOTALS 2016		0 Fatality / 21 Injuries / 1 Illness
2016	Community Asphalt Corporation	0 Fatality / 12 Injuries / 0 Illness
2017	Community Asphalt Corporation	1 Fatality / 5 Injuries / 0 Illness
2018	Community Asphalt Corporation	1 Fatality / 2 Injuries / 6 Illnesses
TOTALS 2017		2 Fatalities / 19 Injuries / 6 Illnesses
2016	R&D Electric, Inc.	0 Fatality / 1 Injury / 0 Illness
2017	R&D Electric, Inc.	0 Fatality / 0 Injuries / 0 Illness
2018	R&D Electric, Inc.	0 Fatality / 0 Injuries / 0 Illness
TOTALS 2018		0 Fatality / 1 Injury / 0 Illness
TOTALS 2016 - 2018		2 Fatalities / 41 Injuries / 7 Illnesses

Occupational Safety and Health Administration

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Establishment Search Results

Establishment	Date Range	Office	Zipcode	State
community asphalt corp	11/14/2016 to 11/14/2019	all	all	all

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: Date | Name | Office | State

Return to Search ↻

Results 1 - 2 of 2

By Date

Get Detail

Select All

Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	<i>1350907.015</i>	10/02/2018	0418800	FL	Fat/Cat	Complete		237310	1	Community Asphalt Corp.
☐	2	<i>1210069.015</i>	01/19/2017	0418800	FL	Fat/Cat	Complete		238990		Community Asphalt Corp.

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
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Washington, DC 20210
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TTY
www.OSHA.gov

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Inspection Detail

Case Status: CLOSED

Inspection: 1210069.015 - Community Asphalt Corp.

Inspection Information - Office: Ft. Lauderdale

Nr: 1210069.015 Report ID: 0418800 Open Date: 01/19/2017
Community Asphalt Corp.
I-95 Northbound Exit Ramp At Mile Marker 156 Union Status: NonUnion
Vero Beach, FL 32962
SIC:
NAICS: 238990/All Other Specialty Trade Contractors
Mailing: 9675 Nw 117 Avenue Suite 108, Miami, FL 33178
Inspection Type: Fat/Cat
Scope: Complete Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 01/19/2017
Close Case: 07/17/2017
Related Activity: Type ID Safety Health
Accident 1174350

Case Status: CLOSED

Accident Investigation Summary

Summary Nr: 93078.015 Event: 01/19/2017 Employee Is Killed When Struck-By A Commercial Vehicle While
At 5:00 p.m. on January 19, 2017, an employee improperly crossed a road and was struck by an unrelated commercial vehicle. The employee sustained blunt force trauma to the body and was killed.

Keywords: struck by, motor vehicle, automobile

	Inspection	Degree	Nature	Occupation
1	1210069.015	Fatality	Other	Painters, construction and maintenance

Inspection Detail

Case Status: VIOLATIONS UNDER CONTEST

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1350907.015 - Community Asphalt Corp.

Inspection Information - Office: Ft. Lauderdale

Nr: 1350907.015 Report ID: 0418800 Open Date: 10/02/2018

Community Asphalt Corp.

Northbound Turnpike Mile Marker 179-180

Union Status: NonUnion

Vero Beach, FL 32966

SIC:

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing: 7795 Hooper Road, West Palm Beach, FL 33411

Inspection Type: Fat/Cat

Scope: Complete

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 10/03/2018

Emphasis: L:Fall

Close Case:

Related Activity: Type

ID

Safety

Health

Accident

1387332

Case Status: VIOLATIONS UNDER CONTEST

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	\$13,260	\$0	\$0	\$0	\$0	\$13,260
Current Penalty	\$13,260	\$0	\$0	\$0	\$0	\$13,260
FTA Amount	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	19260501 B01	03/21/2019	04/09/2019	\$13,260	\$13,260	\$0	04/15/2019	-

Accident Investigation Summary

Summary Nr: 109725.015

Event: 10/01/2018

Employee Is Killed In Fall From Overhead Walkway

At 10:40 p.m. on October 1, 2018, an employee was walking alongside a truck on walking/working surface over a cattle culvert and fell. The employee suffered multiple blunt force trauma injuries and was killed.

Keywords: construction, elevated work platform, highway, fall

	Inspection	Degree	Nature	Occupation
1	1350907.015	Fatality	Cut/Laceration	Truck drivers, heavy

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.



Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name Central Florida Equipment Rentals, Inc.

City Medley State FL

Identify the person

Reset 1	Peter Hernandez	Mech. Helper
Reset 2	Jorge Codesal	Mechanic
Reset 3	Gilberto Armas	Mech. Helper
Reset 4	Luis Rubalcaba	Laborer
Reset 5	Pedro Martinez	Pipe Layer
Reset 6	Jorge Sosa	Laborer
Reset 7	Michael Henry	Eq. Oper
Reset 8	Carlos Veiga	Surveyor
Reset 9	Yosvany Lazo	Laborer
Reset 10	Keven Garcia	Safety

Describe the case

(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
1 / 25 month / day	Shop Yard	Employee was hit by a metal sheet on his right shien bone, causing a scrape and swelling
4 / 28 month / day	Shop Yard	Abdominal Muscle strain while using a sledgehammer
5 / 23 month / day	Shop Yard	Contusion right foot
5 / 25 month / day	Red Rd	Sprained right wrist
5 / 28 month / day	NB rd	Left Eye infection
6 / 30 month / day	NB Rd	Fracture left Radius
7 / 27 month / day	Larchmont	Laceration Right Hand
6 / 3 month / day	FLL Airport	(R) Shoulder strain
8 / 11 month / day	Red Rd.	Chest contusion
11 / 30 month / day	FLL Airport	Eye Injuri

Classify the case SELECT ONLY ONE box for each case based on the most serious outcome for that case:

Death (G)	Days away from work or restriction (H)	Job transfer or restriction (I)	Other recordable cases (J)
☐	☐	☒	☐
☐	☐	☐	☒
☐	☐	☒	☐
☐	☐	☐	☐
☐	☒	☐	☐
☐	☐	☒	☐
☐	☐	☐	☐
☐	☐	☐	☒
☐	☐	☐	☒
☐	☐	☐	☒
☐	☐	☐	☒
☐	☐	☐	☒
☐	☐	☐	☒
☐	☐	☐	☒

Enter the number of days the injured or ill worker was:

Away from work (K)	On job transfer or restriction (L)
days	35 days
days	days
days	9 days
days	7 days
2 days	days
days	153 days
days	2 days
days	days
days	days
days	days
days	days

Select the "Injury" column or choose one type of illness:

Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
☒	☐	☐	☐	☐	☐
☒	☐	☐	☐	☐	☐
☒	☐	☐	☐	☐	☐
☒	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☒
☒	☐	☐	☐	☐	☐
☒	☐	☐	☐	☐	☐
☒	☐	☐	☐	☐	☐
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☒	☐	☐	☐	☐	☐
☒	☐	☐	☐	☐	☐

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Add a Form Page

Page 1 of 1

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.6 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no 1218-0176

Establishment name

Central Florida Equipment Rentals, Inc.

State

FL

City

Medley

Identify the person

Describe the case

Classify the case

Enter the number of days the injured or ill worker was:

Select the "injury" column or choose one type of illness:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., if <i>elderly</i>)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work		On Job transfer or restriction		Select the "injury" column or choose one type of illness:							
						Days away from work or restriction	Job transfer or restriction	Other recordable cases	Away from work (K)	On Job transfer or restriction (L)	Injury (M)	Skin disorder	Respiratory condition	Poisoning	Hearing loss	All other illnesses	
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
Reset 1	Gary Davis	Operator	4 / 17 month / day	FLL	Struck by fellow worker												
Reset 2	Khambrel Bennet	Laborer	4 / 18 month / day	SR7	Struck by jomping jax												
Reset 3	Antwon Tarver	Laborer	8 / 5 month / day	SR7	Struck by motor vehicle												
Reset 4	Elio Perez	Truck Drv	6 / 23 month / day	HEFT	ST/Fall from different level												
Reset 5	Roberto Rodriguez	Truck Drv	7 / 19 month / day	HEFT	Strain from repetitive movement												
Reset 6	Winston Herbert	Laborer	9 / 23 month / day	FLL	Puncture finger by debris												
Reset			/ / month / day														
Reset			/ / month / day														
Reset			/ / month / day														
Reset			/ / month / day														
Page totals						0	0	3	3	58	6	0	0	0	0	0	0

Save Input

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-1644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

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Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Step 1. Identify the person

(A) Case No.	(B) Employee's name	(C) Job title (e.g., Welder)
Reset 1	Alton Hill	Laborer
Reset 2	Francisco Morales	S.E. Mechanic
Reset 3	Lorenzo Felipe	Operator
Reset 4	Richard Villoch	Operator
Reset 5	Omar Casas	Pipe layer
Reset 6	Benjamin Ybarra	Foreman
Reset		
Reset		
Reset		
Reset		

Step 2. Describe the case

(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
1, 12 month / day	SR7 job site	Back strain due to improper lifting
2, 18 month / day	Mechanic Shop	Forearm tendonitis due to a kickback from a startup cord on a small engine.
3, 12 month / day	Tumbery job site	Ankle sprain due to trip & fall
5, 2 month / day	HEFT job site	Left hand sprain
8, 22 month / day	ROLO job site	Contusion to lower back due to trip & fall
9, 19 month / day	Dadeland job site	Left wrist sprain due to trip & fall
/ month / day		
/ month / day		
/ month / day		
/ month / day		

Step 3. Classify the case
SELECT ONLY ONE circle based on the most serious outcome:

[illegible]

Step 4. Enter the number of days the injured worker was

Away from work (K)	On job transfer or restriction (L)
_____ days	21 days
_____ days	234 days
_____ days	157 days
_____ days	78 days
_____ days	60 days
_____ days	_____ days
_____ days	_____ days
_____ days	_____ days
_____ days	_____ days
_____ days	_____ days

Step 5.

[illegible]

Page totals

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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Page 1 of 1

Tagary	(1)	Stian, the carter	(2)	Katanyary, the collector	(3)	Protoning	(4)	Heating loss	(5)	All other losses	(6)
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Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

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Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Step 1. Identify the person

(A) Case no. (B) Employee's name (C) Job title (e.g., Welder)

no accidents

Step 2. Describe the case

(D) Date of injury or onset of illness (e.g., 2/10) (E) Where the event occurred (e.g., Loading dock north end) (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome:

Remained at Work
(G) Death (H) Days away from work (I) Job transfer from work or restriction (J) Other recordable cases

Step 4.

Enter the number of days the injured or ill worker was:

(K) Away from work (L) On job transfer or restriction

Step 5.

Select one column:

(M) Injury (N) Skin disorder (O) Respiratory condition (P) Poisoning (Q) Hearing loss (R) All other illnesses

Page totals

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Add a Form Page

Page 1 of 1

Injury (1) (2) (3) (4) (5) (6)
Skin disorder (1) (2) (3) (4) (5) (6)
Respiratory condition (1) (2) (3) (4) (5) (6)
Poisoning (1) (2) (3) (4) (5) (6)
Hearing loss (1) (2) (3) (4) (5) (6)
All other illnesses (1) (2) (3) (4) (5) (6)

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2016

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name

Community Asphalt Corporation

City

14005 NW 186 th Street

State

FL

Identify the person

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Using these categories, check ONLY the most serious result for each case:					Enter the number of days the injured or ill worker was:					Check the "injury" column or choose one type of illness:				
						Death	Days away from work	Job transfer or restriction	Remained at work	On job transfer or restriction (days)	Away from work (days)	(M)	(1)	(2)	(3)	(4)	(5)			
						(G)	(H)	(I)	(J)	(K)	(L)									
1		mechanic	2/12/16	Miami shop	Employee had a cut on finger, he hit is with a hammer		X				2	X								
2		supervisor	2/18/16	#6950 AAF	Employee felt pain on lower back while working on milling machine			X		10		X								
3		driver	2/22/16	#6850 I-75 segment AB	Truck roll on driver side while dumping rock, left knee contusion			X		67		X								
4		laborer	6/11/16	#6950 I-75 segment AB	while walking employee tripped and fell			X		25		X								
5		mechanic	6/22/16	Miami shop	employee was hit on head by a tool			X		7		X								
6		Foreman	7/11/16	#6776 15th street	piece of paver front truck roller fell on his foot			X		20		X								
7		Foreman	8/16/16	#6805 sr-826	Employee foot was struck by oaver screen		X			5		X								
8		Surveyor	8/18/16	#6850 I-75 segment AB	Employee tripped while walking on deck			X				X								
9		Clerk	9/15/16	corporate office	Employee closed desk drawer on thumb				X			X								
10		laborer	10/21/16	#6805 SR826 & 74th street	Employee left thumb was crushed by bulldozer tracks		X				61	X								
11		laborer	11/10/16	shop	Employee complained of pain on shoulder after working on milling			X		20		X								
12		operator	11/18/16	#6805 Palmetto	Employee right hand was hit by rock that fell from dump truck		X				32	X								
					</															

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

x Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Log of Work-Related Injuries and Illnesses

Form approved OMB no. 1218-0176

Identify the person

Page totals

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X Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review existing data sources, gathering the data, reviewing the collection of information, searching existing data sources, gathering the data, reviewing the collection of information, persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any aspect of this data collection, including suggestions for reducing the burden, please write to US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

EXHIBIT D

CONTRACT AWARD RECOMMENDATION

ITEM NO. 3

NORTH CRUISE BOULEVARD EXTENSION PHASE II B

**PROJECT NO. 2017-035.02B
CONTRACT NO. 2017-035.02B**

CONTRACT AWARD RECOMMENDATION

Doc Track # 311504

Memorandum

MIAMI-DADE
COUNTY

Date: January 9, 2020

To: Carlos A. Gimenez
County Mayor

Through: Jack Osterholt
Deputy Mayor

From: Juan M. Kuryla
Director
Seaport Department

Subject: Contract Award Recommendation for North Cruise Boulevard Extension Phase II B -
Project No: 2017-035.02B; Contract No: 2017-035.02B, to JVA Engineering Contractor,
Inc.

CLERK OF THE BOARD

2020 JAN 10 PM 2:34

CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.
#1

RECOMMENDATION

This Recommendation for Award for Construction Contract Number 2017-035.02B between JVA Engineering Contractor, Inc., and Miami-Dade County (County) has been prepared by the Seaport Department (PortMiami), and is recommended for approval for a total contract amount not to exceed \$6,086,180.00, inclusive of a contingency allowance amount of \$538,600.00 and a dedicated allowance amount of \$161,580.00.

SCOPE

The North Cruise Boulevard Extension Phase II B Project is for the multi lane roadway construction from Port Boulevard to the connection of North Cruise Boulevard east of Cruise Terminal B. The scope of work consists of, but is not limited to: providing all labor, tools, materials, equipment, and incidentals necessary for the complete, functional, and satisfactory construction of the multi lane roadway, installation of new street lighting; new drainage system; relocation of existing utilities; new signing and pavement marking; new overhead guide sign; new CCTV camera pole / camera infrastructure, temporary maintenance of traffic, and any supportive ancillary tasks to the primary scope of services, to successfully complete all phases of the project.

BACKGROUND

This Project is structured to connect the existing Port Boulevard to PortMiami's proposed new Cruise Terminals AA and AAA as well as provide a new entrance for the new Cruise Terminal B. In addition, the constructed multi lane roadway system will alleviate and improve the inbound and outbound traffic from PortMiami's existing Cruise Terminals A and C.

FISCAL IMPACT/FUNDING SOURCE

<u>FUNDING SOURCE:</u>	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Future Financing	2000000724	#3001547	\$6,086,180.00
		Total Funding:		\$6,086,180.00

OPERATIONS COST IMPACT / FUNDING:

Throughout the life of the asset, there are no impacts on operating costs as this is an infrastructure paving and drainage renovation project.

MAINTENANCE COST IMPACT / FUNDING:

Throughout the life of the asset, there are no impacts on operating costs as this is an infrastructure paving and drainage renovation project.

LIFE EXPECTANCY OF ASSET: The life expectancy is 20 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
2000000724- CRUISE TERMINALS A AND AA - ROADWAYS	\$6,086,180.00
Book Page:167 Funding Year: Adopted Budget and Multi-Year Capital Plan FY 2019-20 (Future Financing)	

CAPITAL BUDGET PROJECTS TOTAL: \$6,086,180.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: Miami-Dade County Contractor's Certification is required in one of the following categories: General Engineering, or other categories as applicable to Chapter 10 of the Miami-Dade County Code, or State of Florida General Contractor's License.

SUSTAINABLE BUILDINGS ORDINANCE: (I.O. NO. 8-8) Did the project require compliance with the Sustainable Buildings Program?
 No - Not Applicable

SEA LEVEL RISE (ORD. NO. 14-79) The impact of sea level rise has been considered as part of the design.

BID PACKAGES ISSUED: 10

BIDS RECEIVED: 3

TOTAL CONTRACT PERIOD: 270 Days. Excludes Warranty Administration Period

CONTINGENCY PERIOD: 27 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$6,087,445.02

BASE CONTRACT AMOUNT: \$5,386,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Infrastructure	10.00%	\$538,600.00	

ART IN PUBLIC PLACES: Not Applicable 1.50%

PERMIT FEES: \$161,580.00 3.00%

TOTAL DEDICATED ALLOWANCE: \$161,580.00

TOTAL AMOUNT: \$6,086,180.00

DELEGATED AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

Authority for the County Mayor or County Mayor's designee to execute the North Cruise Boulevard Extension Phase II B Agreement on behalf of Miami-Dade County and to exercise, approve, or deny (as applicable) any cancellation rights, termination rights, berthing requests, and/or other County rights conferred in the Agreement and authorizes the County Mayor or the County Mayor's designee to issue a solicitation and subsequent award of a construction agreement for the North Cruise Boulevard Extension Phase II B Project, subject to ratification by the Board in accordance with the PortMiami Expedite Ordinance.

TRACK RECORD/MONITOR

SBD HISTORY OF VIOLATIONS: JVA Engineering Contractor, Inc., was found to be listed on the Small Business Development (SBD) History of Violations report (three year) with three closed violations.

EXPLANATION:

The project was advertised on September 19, 2019. Three bids were received on October 21, 2019. The base bid amounts ranged between approximately \$5.4 Million and \$6.2 Million (excluding allowance accounts). The lowest bid, in the amount of \$5,386,000.00 was submitted by JVA Engineering Contractor, Inc., (JVA) and was found to be the lowest responsive and responsible bidder.

The base estimate included within the Request to Advertise, \$6,087,445.02. The base bid amount submitted by JVA is 11.52 percent lower than the base estimate.

The bids were reviewed by PortMiami staff and the apparent low bidder, JVA, was found to be responsive and responsible to all bid requirements. Furthermore, the EOR reviewed JVA's bid and provided a written statement, attesting that the low bid was reasonable and competitive based on the current market conditions.

Pursuant to Resolution R-187-12, and in accordance with the Internal Services Department's Procurement Guidelines, PortMiami staff exercised due diligence to determine the Contractor's responsibility. The lists that were referenced include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, federal excluded parties, and SBD History of Violations report (three year). There were no adverse findings related to the Contractor's responsibility.

Additionally, pursuant to Resolution R-1181-18, PortMiami staff carefully reviewed the United States Department of Labor Occupational Safety and Health Administration (OSHA) records for the previous three-year period for JVA and all of its proposed first-tier subcontractors. There were no adverse findings related to the Contractor's responsibility.

In addition, as part of the award process, PortMiami staff compiled information regarding JVA's prior experience with County. There are 53 evaluations listed in the Capital Improvements Information System with an average score of 3.6 out of a possible 4.0 points. In addition, JVA's principal has indicated 17 years' experience as a general contractor in construction work similar to the work for this contract. Finally, PortMiami staff reviewed the business references included in JVA's bid package and deemed their experience for projects similar in size and complexity satisfactory. Therefore, PortMiami recommends this contract be awarded to JVA.

SUBMITTAL DATE:

10/21/2019

ESTIMATED NOTICE TO PROCEED: 01/21/2020

PRIME CONTRACTOR: JVA Engineering Contractor, Inc.

COMPANY PRINCIPAL: Jose M. Alvarez

COMPANY QUALIFIERS: Jose M. Alvarez

COMPANY EMAIL ADDRESS: jma@jvaengineering.com

COMPANY STREET ADDRESS: 6600 NW 32 Avenue

COMPANY CITY-STATE-ZIP: Miami, Florida 33147

YEARS IN BUSINESS: 17

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: Based upon the Firm History Report (three years) as provided by the Division of Small Business Development, JVA Engineering Contractor, Inc., has held six contracts with the County for a total value of \$32,696,706.62, including change orders approved by the Board of County Commissioners for \$1,045,888.58.

SUBCONTRACTORS: R & D Electric, Inc.
A&B Pipe & Supply, Inc./Global Distribution Industries

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:

Yes • Have completed a minimum of three (3) projects of a similar scope during the past ten (10) years where one of these three (3) projects was completed within the past five (5) years under the firm's current business name.

• The experience must be demonstrated by the individual of the prime contractor that will have direct or substantial involvement in a supervisory capacity at the Project Manager level or above. As a condition of award, the selected contractor shall submit the individual(s) name(s) and list of past projects, contact information along with references.

• As a condition of award, the selected contractor shall demonstrate to have ownership of: one (1) - full lane power paver; one (1) - class 2 or better asphalt milling machine (Minimum 48 inch milling width), one (1) - tandem vibratory roller (minimum 59 inch width), and one (1) - excavator/loader.

• Examples of ownership include, but are not limited to: certificates of title(s), list of inventory, sales receipt/finance agreement, registration, contract agreement, sales receipt, bill

of sale, etc. In addition, as a condition of award, the Contractor shall provide a written affirmation that the equipment will be in the vicinity of this project and available for continued use for the duration of the project. Equipment located more than 50 miles from the job site will not be acceptable.

REVIEW COMMITTEE: **MEETING DATE:** 8/19/2019 **SIGNOFF DATE:** 8/28/2019

APPLICABLE WAGES: Yes
(RESOLUTION No. R-54-10)

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
	SBE-Con	18.26%	\$1,081,831.96	
	SBE-Goods	2.20%	\$130,341.20	
	CWP	10.00%		

**MANDATORY CLEARING
HOUSE:** Yes

CONTRACT MANAGER NAME / PHONE / EMAIL:	Gyselle Pino	305 347-4833	gmf@miamidade.gov
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PROJECT MANAGER NAME / PHONE / EMAIL:	Elizabeth Ogden R.A.	305 347-5521	eogden@miamidade.gov
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BUDGET APPROVAL
FUNDS AVAILABLE:


OMB DIRECTOR 1/7/2020
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY 1/6/2020
DATE


COUNTY MAYOR 1/10/2020
DATE

CLERK DATE

1-10-20
DATE

EXHIBIT E

CONTRACT AWARD RECOMMENDATION

ITEM NO. 4

CRUISE TERMINAL F EXPANSION AND BERTHING RE-ALIGNMENT PROGRAM

**PROJECT NO. 2018-047
CONTRACT NO. DB19-SEA-01**

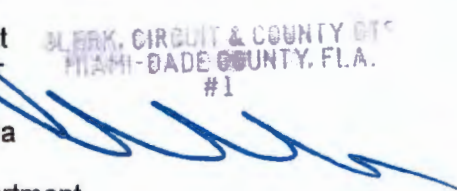
CONTRACT AWARD RECOMMENDATION

Memorandum



Date: August 17, 2020
To: Carlos A. Gimenez
County Mayor
Through: Jack Osterholt
Deputy Mayor
From: Juan M. Kuryla
Director
Seaport Department
Subject: Contract Award Recommendation for Design-Build Services for Cruise Terminal F Expansion and Berthing Re-alignment Program - Project No: 2018-047; Contract No: DB19-SEA-01, to Lemartec Corporation

CLERK OF THE BOARD
2020 AUG 21 PM 12:55
CLERK, CIRCUIT & COUNTY CLERK
MIAMI-DADE COUNTY, FLA.
#1



RECOMMENDATION

This Recommendation for Award for Design Build Contract Number DB19-SEA-01 between Lemartec Corporation and Miami-Dade County (County) has been prepared by PortMiami, and is recommended for approval for a total contract amount not to exceed \$120,751,934.94, inclusive of a contingency allowance amount of \$10,544,137.25.

DELEGATED AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under Section 2-8.2.15 of the Code of Miami-Dade County (Seaport Expedite Ordinance). In addition, on September 19, 2019, via Resolution No. R-990-19, the Board authorized the County Mayor or his Designee to award a contract for the construction of Cruise Terminal F and Berthing Re-alignment following the Seaport's Expedite Ordinance guidelines. It is intended that this action will enable the Terminal to be completed by October 2022, as required in the Berthing Agreement between Miami-Dade County and Carnival Corporation, also approved via Resolution No. R-990-19.

Additional delegation of authorities requested for this contract are as follows:

Authority to exercise all provisions of the provisions in the contract, including, but not limited to, Section 16.3 of the Design-Build Contract, which stipulates that all disputes shall be decided by the Director of PortMiami after a transcribed hearing, and subject to review by the Appellate Division of the Circuit Court in and for Miami-Dade County.

SCOPE

PROJECT NAME: Design-Build Services for Cruise Terminal F Expansion and Berthing Re-alignment Program

PROJECT NO: 2018-047

CONTRACT NO: DB19-SEA-01

PROJECT DESCRIPTION: The scope of services includes port and waterway systems architectural and engineering, planning, design, construction and post design services. These services are required to support port operations that are evolving as the industry advances. The project may include upgrades from all or some of the following components: provisional operations; passenger drop off and pick up areas; ticketing

areas; embark expansions; disembark expansion; Customs Border Protection (CBP) primary and secondary; baggage claim areas; baggage screening; increasing the level of fire protection in Concourse Terminal (CT) "G"; new and separate Local Area Network (LAN) room for CT "G", CT "F" as well as for CBP; horizontal and vertical circulation systems; PBB runways and concourses extensions to CT "D & E"; demolition, improvements / upgrades to bring Sheds A & B up to code, site development; waterside improvements; wharf access and improvements; intermodal areas; ancillary roadways; restrooms; canopies; wayfinding; life safety; ADA accessibilities; landscaping and irrigation; operational and security enhancements, including checkpoints and screening areas; security and access control; audio/visual systems; furniture, fixtures and equipment, and all related infrastructure; building and structure work ancillary to the basic work scope.

The selected design-build team shall provide all the necessary investigations; surveys; site investigation; studies; modeling; architectural and engineering designs; including analysis of 'sustainable systems' and (Silver) Leadership in Energy and Environmental Design (LEED) certification; fire protection; flame spread studies; life safety systems; interior design; civil design, structural engineering; mechanical, electrical and plumbing (MEP) engineering; marine engineering design; specialty lighting; information technology (IT); paging; audio/visual (AV) design; building management systems; cost estimates; schedules; Art in Public Places; value engineering coordination; construction documents; environmental and building permitting; inspections; tunnel/vibration monitoring services; demolition; construction, construction administration; review of shop drawings; commissioning; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to support a fully operational berthing alignment; meet or exceed professional standards; comply with PortMiami security requirements; PortMiami Design Guidelines, PortMiami Wayfinding Standards, CBP Cruise Terminal Design Standards, and County Implementing Order No. 8-8 "Sustainable Building Program," where all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System and the participation of experienced LEED®AP professional is required in order to achieve optimum results in the application of said practices.

The applicable trades for the construction portion of the project may include, but is not limited to, demolition of existing structures, the erection of a multi-story structure, glass curtain wall system, concrete floor slabs, roofing assembly, framing, vertical and horizontal

circulation core systems i.e. [elevators, escalators, hallways, ramps, concourse, stairs], interior partitions, drywall and finishing, various ceiling finishes, painting, HVAC systems, main and standby power systems and connectivity IT, communications and networking systems and conduits with fiber optic cables, CAT 5/6 cable or both (as required), security systems with its sub components (i.e., cameras and card), card readers, connections to explosive detection systems for baggage (supplied by owner), connections to body and baggage scanners (supplied by owner), central paging system, asphalt paving, canopies, sidewalks; curbs, drainage, bollards, landscaping with irrigation system, plumbing systems, electrical/electronic systems, specialty lighting systems, fire protection, and fire alarm system. For further details, please see "Departmental Input Construction Contract/Project Measure Analysis and Recommendation" (attached).

The project is located at existing Cruise Terminal F, the adjacent property to the east and extending to the west side of the Diamond Building known as CT #2. The scope of services described, and its multiple phases, is to be completed in a manner that will not disrupt the normal daily operation of Port of Miami, Cruise Terminal "F" and the tenants who use this terminal during all phases of the project. All scope of work shall be conducted within an operationally active and secured area. The design and construction services rendered by the Design- Builder are intended to result in a complete, functional, and operable modern Cruise Terminal consisting of the following eight (8) areas:

East End

Area may include, but is not limited to, the demolition of the existing two (2) open "S" roof structures and adjacent exterior passenger boarding concourse and stairway structures, including all foundation systems, demolition, improvements / upgrades to bring Sheds A & B up to code, perimeter fences and gates, electrical, etc. Demolition of the existing diamond building known as CT #2 followed soon after by the demolition of diamond building CT #3 and its "V" shaped canopy. Demolition to include all foundation, mechanical, electrical, plumbing, telecommunication equipment, A/V equipment, IT equipment and fire protection systems, etc. Relocation of the existing crew gate/turnstile and adjacent security booth, including all electrical (power/data) systems. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational. Removal and relocation of the existing sculpture, including foundations, planter/median and any associated electrical. Relocation of existing provisioning and bus intermodal staging and temporary access to existing Cruise Terminal F apron for provisioning traffic. Provide construction of new provisioning warehouse with loading dock for possible eight (8) trucks and second level general office space, restrooms, storage, janitorial rooms, vertical circulation

(stair/elevators), and all MEP/Fire Protection (FP) equipment and site improvements, including but not limited to underground utilities paving, grading & drainage, lighting, etc., associated with the provisioning warehouse security control, and Telecommunications/AV/IT access control shall be included. Mechanical (HVAC)/electrical and LAN rooms and other ancillary spaces as needed, along with wayfinding and signage critical for the building's functions. Existing embarkation building may be further expanded to the east with new 2-story structure providing a new baggage screening area on the ground floor and new VIP area at second floor. New building to include, but is not limited to restrooms, storage, janitorial rooms, vertical circulation (stairs/escalators) from the first level, second level and up to the existing third level concourse, emergency egress stairs, possible modifications to existing elevator, new interior access to existing embarkation building, storefront system and exterior cladding to match existing embarkation building, and all MEP/FP equipment and site improvements, including but not limited to underground utilities paving, grading & drainage, lighting, etc., associated with the building. Security control, telecommunications/AV/IT, access control, and integration to terminal wide paging system shall be included. Mechanical (HVAC)/electrical and LAN rooms and other ancillary spaces as needed, along with wayfinding and signage critical for the terminal's functions. Two (2) new bus intermodal areas with canopies, including foundations, electrical (lighting), fire protection, drainage, CCTV, Telecommunications/AV/IT, and integration to terminal wide paging system shall be included. Intermodal areas to also include sidewalks, curbs, paving, striping, grading & drainage and comply with POM/DOT standards and requirements.

Embarkation Building

Ground Floor – Area may include but is not limited to the demolition of existing ground floor offices and storage rooms; relocation of existing security screening equipment (magnetometers & x-ray machines) to the second floor, including the relocation of floor mounted data and electrical outlets to the second-floor slab as flush mounted outlets for future use connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational. Addition of ten (10) new check-in ticket counters with connectivity (power/data) and A/V connectivity, including monitors, and counter mounted monitor controls, at counters. Areas may also include the reconfiguring and/or additions to the existing mechanical, electrical, fire protection, and life safety systems. Security control, telecommunications/AV/IT, access control, and integration to terminal wide paging system shall be included. Additional mechanical (HVAC)/electrical and LAN rooms and other ancillary spaces as needed, along with wayfinding and signage critical for the terminal's functions.

Second Floor – Area may include but is not limited to the demolition of existing second floor ticket counters, including overhead canopies and interior support offices. All power, data and audio/visual components, including overhead monitors, counter mounted monitor controls, control panels, paging support, etc., to be removed and repurposed for new scope. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational. New temporary construction wall to be provided at second level to allow removal of existing counters and temporary ticketing counters, including power and data extensions, to be installed to the north of the construction wall to maintain continuous terminal operations. Area may also include the reconfiguring and/or additions to the existing mechanical, electrical, fire protection, and life safety systems. Security control, telecommunications/AV/IT, access control, and integration to terminal wide paging system shall be included. Additional mechanical (HVAC)/electrical and LAN rooms and other ancillary spaces as needed, along with wayfinding and signage critical for the Terminal's functions.

Diamond Buildings

Area may include but is not limited to the complete demolition of the existing diamond building known as CT #2, including all foundation, mechanical, electrical, plumbing and fire protection systems, etc. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational.

Area may include but is not limited to the complete demolition of the existing diamond building known as CT #3, including all foundation, mechanical, electrical, plumbing and fire protection systems, etc. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational. Diamond structure CT #3 may be replaced by a new 2-story structure that may include, but is not limited to, CBP and additional baggage claim area on the ground floor and additional waiting area on the second floor. MEP/FP equipment, security control, and telecommunications/AV/IT, access control, and integration to terminal wide paging system shall be included. Mechanical (HVAC)/electrical and LAN rooms and other ancillary spaces as needed, along with wayfinding and signage critical for the building's functions. The new Diamond Building CT #3 exterior will have an exterior cladding to match existing embarkation building on the ground floor and a storefront system with exterior cladding to match existing embarkation building on the second floor.

Exterior: Demolition of the existing "V" shaped exterior concrete entry canopy (south of the existing Diamond Building CT #3) and the adjacent north/south canopy connection, inclusive of all foundation, structural, mechanical, electrical, lighting and fire suppression

systems. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational. Site improvements, including new sidewalks, paving, striping, grading & drainage may be required.

Baggage Claim/US Customs (CBP)

Ground Floor: Area may include but is not limited to the demolition of the south wall of the existing baggage claim, including structural supports and foundation systems, roof slab and roofing system, etc. to accommodate new southern expansion. New expansion to include new structural support, foundation systems, new roof slab and roofing system, exterior storefront glazing and exterior cladding to match existing embarkation building, etc. The new baggage claim / US Customs exterior will have an exterior cladding to match existing embarkation building on the ground floor and a storefront system with exterior cladding to match existing embarkation building on the second floor. Areas may also include the reconfiguring and/or additions to the existing mechanical, electrical, fire protection, and life safety systems. Security control, telecommunications/AV/IT, access control, and integration to terminal wide paging system shall be included. Demolition may also require the construction of temporary walls to protect building interior from the exterior elements. Demolition of existing north/south canopy that connects existing debark exit and the POV/taxi drop-off, which will include the full removal of the existing curbside baggage handling conveyor system and associated structure at grade level and overhead. Area may also include the demolition of the existing east male and female restrooms, existing CBP primary inspection area, including all interior perimeter walls, fixed booths, connectivity (data/phone/power), etc. Demolition of existing CBP secondary inspection area, including all existing partitions and finishes, MEP/FP and life safety systems, etc. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational. New CBP LAN/Telco Rooms at both Cruise Terminal F & Cruise Terminal G. Existing LAN rooms to continue to function until new LAN rooms are completed. New CBP primary inspection area, including new streamlined podium designs (quantity to be determined) and new connectivity, including power/data. Existing CBP primary can only be demolished once the new CBP primary inspection is online and approved by CBP and has been given a TCO by the building department. New primary may also include all new CBP security requirements, including CCTV, duress, A/V, etc. New expanded CBP secondary inspection area including all rooms, connectivity, MEP systems, security and access control, finishes, etc. per the latest CBP Cruise Terminal Design Standards. New secondary inspection area to be built around the new LAN/Telco Room. All new connectivity, including data, phone, security and access control, etc. may homerun from new CBP LAN/Telco room. Since the Terminal must remain active during the various

improvements/expansions and while the full secondary inspection area is being built out, CBP may operate from a temporary CBP secondary inspection area, including connectivity (power/data/duress) for temporary inspection podiums and search tables, minimum of three (3) rooms (interview, search & holding) and power/data to each room as required, and small waiting area. Temporary spaces may need to comply with the latest CBP Cruise Terminal Design Standards. In addition, this area may include, male and female restroom facilities. All affected areas may also include the reconfiguring and/or additions to the existing mechanical, electrical, fire protection, and life safety systems. Additional mechanical (HVAC)/electrical and LAN rooms and other ancillary spaces as needed, along with wayfinding and signage are critical for the complex functions.

Vertical Cores

Areas may include but are not limited to the demolition of the existing East and West debarkation vertical core, including elevators, stairs and escalators to accommodate four (4) new 5,000 lbs. passenger elevators – two (2) on the east side and two (2) on the west side. Remaining second floor slab openings may require to be infilled or expanded and a portion of the ground floor slab to be demolished to accommodate the new elevator pits. Portions of the second-floor slab at the existing passenger waiting area may be demolished to accommodate two (2) new stair/escalator cores. Each core may consist of one (1) stairway and two (2) escalators. New structural support systems may be required at new second floor slab openings. Portions of the ground floor slab may also require demolition to accommodate the escalator pits. Existing east and west metal stairs starting at the second floor and ending at the third floor will be removed and replaced with a new stairs and finish to these stairs. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational. All affected areas may also include the reconfiguring and/or additions to the existing mechanical, electrical, fire protection, and life safety systems. Since Terminal must remain active during the various improvements/expansions, the demolition of the existing vertical cores may need to be phased. Cruise Line passengers, personnel, and all other occupants must be protected from all construction work, dust, debris, noise, etc.

Site Work

Areas may include but are not limited to the reconfiguration of the existing intermodal and drop-off areas located south of the existing Terminal, including removal of the existing bus intermodal positions, new pedestrian sidewalks, drive lanes, and medians, (2) new intermodal bus areas, new vehicular drop-off configuration, pedestrian safety devices (bollards), new exterior canopies for the bus intermodals and to the south of the embarkation building to

complement the existing concrete canopy, new paving, striping, grading & drainage, etc. New canopies shall include foundations, electrical (lighting), FP, Drainage, CCTV, Telecommunications/AV/IT, and integration to terminal wide paging system. Integration of new construction and safeguards to existing water and sewer, fire protection/water main, storm water drainage, and additional utilities as needed. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational.

Cruise Terminal G – Existing CBP

Areas may include but are not limited to upgrading the security and access control of the existing CBP primary, secondary and baggage areas to comply with the latest CBP Cruise Terminal Design Standards. New CBP primary processing booths / podiums. Reconfiguring and expansion of the existing CBP secondary inspection area to accommodate a new segregated waiting area, hardening (per CBP standards) of the existing hold and LAN rooms, expanding / separating the LAN room from other facilities, new windows at the existing commando control center, new supervisor office and relocation of existing workstations and processing tables. All affected areas may also include the reconfiguring and/or additions to the existing mechanical, electrical, fire protection, and life safety systems. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational.

Berthing Re-alignment and Existing Concourse Expansions

Areas may include but are not limited to the expansion of existing concourses at Cruise Terminals D&E, including structural support and foundations systems, waterside improvements including extension of the existing Passenger Boarding Bridge (PBB) runways include foundations, new electrical connections for the PBBs, extension of existing waterside drainage, additional mooring and storm bollards, waterbays, etc. All affected areas may also include the reconfiguring and/or additions to the existing mechanical, electrical, fire protection, and life safety systems. Additional Mechanical (HVAC)/Electrical and LAN rooms and other ancillary spaces as needed, along with wayfinding and signage are critical for the complex functions. Concourse expansions may require significant the partial demolition of adjacent structures, including exterior walls, support structures, foundation, MEP/FP and life safety systems, etc. Reconfiguring and/or additions to the structures' existing mechanical, electrical, fire protection, and life safety systems may be required, in addition to new exterior walls with structural supports and foundation systems, reconfiguring of the structures' existing roofing systems, etc. Connectivity for all the demolished daily operating systems must be provided prior to removal so that the terminal remains operational.

PROJECT LOCATION: Dante B Fascell Port of Miami-Dade

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>AWARD</u>	<u>T-S-R</u>
	#3002106	Seaport	5	\$120,751,934.94	--

PRIMARY COMMISSION DISTRICT: District 5 Eileen Higgins

APPROVAL PATH: Expedite Expedite Ord 16-38 MDC Code 2-8.2.15

ISD A&E PROJECT NUMBER: DB19-SEA-01

USING DEPARTMENT: Seaport

MANAGING DEPARTMENT: Seaport

FISCAL IMPACT / FUNDING SOURCE

OPERATIONS COST IMPACT / FUNDING: Throughout the life of the asset the incremental operations costs for the addition to the existing building are minimal and anticipated to be approximately \$3,000.00 per month. The funding source is Seaport revenues.

MAINTENANCE COST IMPACT / FUNDING: Throughout the life of the asset, the incremental maintenance costs for the addition to the existing building are minimal and anticipated to be approximately \$4,500.00 per month. The funding source is Seaport revenues.

LIFE EXPECTANCY OF ASSET: The life expectancy of the asset is 50 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	2000000979- CRUISE TERMINAL F – PHASE 2	\$12,790,741.70
	Book Page:166 Funding Year: Adopted Capital Budget and Multi-Year Capital Plan FY 19-20, FY 2019-20 Funds (Future Financing)	

2000000979- CRUISE TERMINAL F – PHASE 2 \$51,821,372.75
Book Page:166 Funding Year: Adopted Capital
Budget and Multi-Year Capital Plan FY 19-20, FY 2020-
21 Funds (Future Financing)

2000000979- CRUISE TERMINAL F – PHASE 2 \$56,139,820.49
Book Page:166 Funding Year: Adopted Capital
Budget and Multi-Year Capital Plan FY 19-20, FY 2021-
22 Funds (Future Financing)

CAPITAL BUDGET PROJECTS TOTAL: \$120,751,934.94

**PROJECT TECHNICAL
CERTIFICATION
REQUIREMENTS:**

TYPE CODE DESCRIPTION

Prime	5.02	PORT AND WATERWAY SYSTEMS – ARCHITECTURAL DESIGN
Prime	5.03	PORT AND WATERWAY SYSTEMS – CRUISE TERMINAL DESIGN
Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Other	5.04	PORT AND WATERWAY SYSTEMS – CRUISE TERMINAL EQUIPMENT DESIGN
Other	5.08	PORT AND WATERWAY SYSTEMS – MARINE ENGINEERING DESIGN
Other	5.10	PORT AND WATERWAY SYSTEMS – TRANSPORTATION SYSTEMS DESIGN
Other	8.00	TELECOMMUNICATION SYSTEMS
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING – GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	9.03	SOILS, FOUNDATIONS AND MATERIALS TESTING – CONCRETE AND ASPHALT TESTING SERVICES
Other	9.04	SOILS, FOUNDATIONS AND MATERIALS TESTING - NON-DESTRUCTIVE TESTING AND INSPECTIONS
Other	10.01	ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	14.00	ARCHITECTURE
Other	15.01	SURVEYING AND MAPPING – LAND SURVEYING
Other	15.03	UNDERGROUND UTILITY LOCATION

Other 16.00 GENERAL CIVIL ENGINEERING
Other 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
Other 20.00 LANDSCAPE ARCHITECTURE
Other 22.00 ADA TITLE II CONSULTANT

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8) Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
YES

SEA LEVEL RISE (ORD. NO. 14-79) The impact of sea level rise has been considered as part of the design criteria package.

NTPC'S DOWNLOADED: 177

PROPOSALS RECEIVED: 4

TOTAL CONTRACT PERIOD: Substantial Completion Date: September 15, 2022
Final Completion Date: October 31, 2022

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE:	\$161,972,271.00	Estimated Con. Cost:	\$150,882,413.00
		Estimated (A/E) Cost:	\$ 11,089,858.00

BASE CONTRACT AMOUNT:	\$105,441,372.54	Construction Cost:	\$ 99,397,126.54
		A/E Cost	\$ 6,044,246.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Design	\$10,544,137.25	Con. Contingency:	\$ 9,939,712.65
	Build		A/E Contingency:	\$ 604,424.60

ART IN PUBLIC PLACES: \$1,784,511.36 1.50%

PERMIT FEES: \$2,981,913.80 3.00%

TOTAL DEDICATED ALLOWANCE: \$4,766,425.16

TOTAL AMOUNT: \$120,751,934.94

Track Record / Monitor

**SBD HISTORY OF
VIOLATIONS:**

None on the Prime.

EXPLANATION:

On July 11, 2019, a Request for Design-Build Services was issued under full and open competition. On August 12, 2019, four (4) proposals were received via BidSync for the Step 1: "Evaluation of Qualifications" submittal.

At the Step 1 meeting held on November 21, 2019, the Competitive Selection Committee (CSC) appointed by the County Mayor reviewed and ranked the four (4) proposals received. All four (4) firms were found compliant with the Technical Certification and Small Business Enterprise (SBE) requirements established for this solicitation. All four (4) firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. The final qualitative rankings for the four (4) firms were as follows: Firm No. 1, NV2A-Haskell Joint Venture (NV2A-Haskell) received 525 points; Firm No. 2, Suffolk Construction Company (Suffolk) received 521 points; Firm No. 3, Lemartec Corporation (Lemartec) received 491 points; and Firm No. 4, Plaza Construction Group Florida LLC (Plaza) received 488 points.

On December 9, 2020, the Design Criteria Package was made available to all four (4) advancing firms to submit a technical and price proposal for Step 2. On January 29, 2020, three (3) technical and price proposals were received via BidSync from NV2A-Haskell, Suffolk, and Lemartec. Plaza did not submit a technical and price proposal. Subsequently, NV2A-Haskell, Suffolk, Lemartec were found in compliant with the SBE requirements established for this solicitation.

The Step 2 meeting with oral presentations was held on February 18, 2020. The firms were evaluated in accordance with Administrative Order 3-39. Local Preference was not applied to the Step 2 process because all three firms are local firm. The final qualitative ranking for Firm No. 1, Lemartec was 544 points (with an adjusted bid of 193,152). The final qualitative ranking for Firm No. 2, NV2A-Haskell was 567 points (with an adjusted bid of 255,502). The final qualitative ranking for Firm No. 3, Suffolk was 547 points (with an adjusted bid of 301,645). Based on the above results, the CSC recommended that negotiations be conducted with Lemartec. The County Mayor's Designee, the Director of the Internal Services Department (ISD), concurred with the CSC and on March 9, 2020, the first negotiation meeting was held. After fourteen (14) negotiation meetings, on August 5, 2020, the Negotiation Committee arrived at a lump sum price that was fair and reasonable to provide professional design-build services for the Cruise Terminal F Expansion and Berthing Re-alignment Program.

Pursuant to Resolution R-187-12, and in accordance with the Internal Services Department's Procurement Guidelines, PortMiami staff exercised due diligence to determine the Design-Builder's responsibility. The lists that were referenced include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, federal excluded parties, Department of Small Business Development (SBD) Violations report and SBD Goal Deficit Make-Up report. There were no adverse findings for the Design-Builder Prime's; however, T.Y. LIN a subconsultant under the design team has an SBE goal deficit makeup amount of \$244,318.00.

Additionally, due diligence was conducted by Seaport staff to determine contractor responsibility, including verifying corporate safety records. The safety records for Lemartec and first-tier subcontractors available at this time, for the last three years were considered. Taking into account Lemartec and first-tier subcontractors track-record of their incidents, PortMiami has determined that Lemartec and first-tier subcontractors safety records on the whole should not render them non-responsible for the solicitation of this project. Copies of their Occupational Safety & Health Form 300 – Log of Work-Related Injuries and Illnesses are on file with Seaport Contracts Administration Division and are available upon request. This information is being provided pursuant to Resolution No. R-1181-18.

Lastly, as part of the award process, PortMiami staff compiled information regarding Lemartec's prior experience with County. There are 3 evaluations listed in the Capital Improvements Information System with an average score of 3.5 out of a possible 4.0 points. Lemartec has submitted their commitment to adhere to the Design Criteria Documents for the price submitted in their proposal. Finally, PortMiami staff reviewed the business references and team resumes included in Lemartec's bid package and deemed their experience for projects similar in size and complexity satisfactory. Therefore, PortMiami recommends this contract be awarded to Lemartec.

SUBMITTAL DATE:	8/12/2019
ESTIMATED NOTICE TO PROCEED:	No later than 8/31/2020
PRIME CONTRACTOR:	Lemartec Corporation
PRIME CONSULTANT:	Perez & Perez Architects Planner, Inc.
COMPANY PRINCIPAL:	Manny Garcia-Tuñon, Vice President
COMPANY QUALIFIERS:	Jose Garcia-Tuñon

COMPANY EMAIL ADDRESS: jgtunon@lemartec.com

COMPANY STREET ADDRESS: 11740 SW 80 St, 3rd Floor

COMPANY CITY-STATE-ZIP: Miami, Florida 33183

YEARS IN BUSINESS: 25

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Based upon the Five-Year Firm History Report as provided by the Division of Small Business Development, Lemartec Corporation, has held two (2) contract (Prime Contractor) and one (1) contract (Subcontractor) with the County for a total value of \$22,924,025.00. There were no change orders.

SUBCONSULTANTS:

Perez & Perez Architects Planners, Inc. (TCs – 5.02, 5.03, 15.04, 8.00, 14.00)
Bliss & Nyitray, Inc. (TCs – 11.00, 17.00)
SDM Consulting Engineers (TCs – 8.00, 12.00, 13.00, 17.00) – SBE Firm Meeting Goal 19%
Moffatt & Nichol, Inc. (TCs – 5.10, 17.00)
T.Y.LIN (TCs – 16.00, 17.00)
NV5, Inc. (TCs – 9.02, 9.03, 9.04, 17.00)
Manuel G. Vera & Associates, Inc. (TCs – 15.01, 15.03)
TLC Engineering Solutions, Inc.
Coastal Systems International, Inc. (TCs – 5.08, 17.00)
Curtis + Rogers Design Studio, Inc. (TCs – 20.00) – SBE Firm Meeting Goal 1%
CSA Central, Inc. (TCs – 10.01, 17.00, 22.00)

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes

Minimum Experience and Qualification Requirements for the Design-Build Team

1. Lead A/E and A/E Sub-consultants are preferred to have completed one (1) project in the last ten (10) years of similar scope, construction value and delivery schedule as described in the scope of services denoted above and must have a minimum of two (2) active Florida State registered licensed professional Architects and/or Engineers assigned to the project at time of award and throughout the duration of the project.
2. Lead Constructor is preferred to have completed one (1) project in the last ten (10) years of similar scope, construction value and delivery schedule.

Construction Contractor Key Personnel Experience and

Qualifications:

3. Minimum position experience of Design-Build team Key Personnel are as follows:

Minimum ten (10) years of experience and/or three (3) projects for similar construction scope, value and delivery schedule in a similarly responsible position for each of the following Key Personnel is preferred:

- a. Lead Construction Manager
- b. Assistant Lead Construction Manager

Lead Constructor shall submit at the time of the proposal submittal deadline, the name of the Lead Construction Manager who meets the preferred experience described in No. 3 above, and the name of the Assistant Lead Construction Manager, with equal qualifications, in the event the Lead Construction Manager leaves the firm.

Lead Constructor shall submit at the time of the proposal submittal deadline, the name of the Lead Construction Manager who meets the preferred experience described in No. 3 above, and the name of the Assistant Lead Construction Manager, with equal qualifications, in the event the Lead Construction Manager leaves the firm.

The expertise must be met by a qualified individual(s) of the Design-Builder, Lead A/E, and/or its subconsultant(s). The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

Prime consultants and their sub-consultants awarded for Professional Services Agreements under Internal Services Department (ISD) Project No. E15-SEA-02, Program Management Consultant Services, ISD project No. E14-SEA-01R, Financial Management Consulting and Bond Engineering Services, and ISD project No. E18-SEA-03 Program Management Consultant Services, are precluded from being part of a Design-Build team agreement under ISD project no. DB19-SEA-01.

The Design Criteria Professionals, for ISD Project No. DB19-SEA-01, is Jacobs Engineering Group, under ISD Project Number A12-SEA-01- Architecture and Engineering Services for PortMiami Cruise Terminals. Jacobs Engineering Group and its sub-consultants, Automated Port Solutions, Inc, BC Architects A1A, Inc.; and Wolfberg Alvarez & Partners and its sub-consultants under EDP Project Number EDP-SP-18-037C, are not eligible to render design-build services for ISD Project No. DB19-SEA-01. Berenblum Busch Architecture, Inc. and its sub-consultants, who has been contracted by the Port are also not eligible to render design-build services for ISD Project No. DB19-SEA-01.

REVIEW COMMITTEE: **MEETING DATE:** 4/22/2019 **SIGNOFF DATE:** 4/24/2019

APPLICABLE WAGES: Yes
(RESOLUTION No. R-54-10)

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
	SBE- Con.	8.91%	\$9,741,912.37	
	SBE- Services	4.00%	\$4,373,473.57	
	SBE- A&E	20.00%	\$1,329,734.12	
	CWP	10.00%		

**MANDATORY CLEARING
HOUSE:** Yes

**CONTRACT MANAGER
NAME / PHONE / EMAIL:** Gyselle Pino (305) 347-4833 gmf@miamidade.gov

**PROJECT MANAGER
NAME / PHONE / EMAIL:** Elizabeth Ogden, R.A. (305) 347-5521 eogden@miamidade.gov

Background

BACKGROUND: PortMiami is planning additional capacity by the development of the Cruise Terminal F Expansion, to accommodate a range of new and larger vessels. In order to meet the additional passenger volumes, baggage screening, passenger drop off, pick up areas, bus areas, parking, roadway traffic, and provisioning may be expanded and/or improved to provide for a state of the art Cruise Terminal and berthing re-alignment.

BUDGET APPROVAL FUNDS AVAILABLE:		8/21/2020
	OMB DIRECTOR	DATE

APPROVED AS TO LEGAL SUFFICIENCY:		8/14/2020
	COUNTY ATTORNEY	DATE

	8/21/2020
COUNTY MAYOR	DATE

CLERK DATE	_____
	DATE

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND
RECOMMENDATION

Contract/Project Title Design-Build Services for the Cruise Terminal F Expansion and Berthing Re-alignment Program

Contract/Project No. DB19-SEA-01 / 2018-047

Description See attached Scope of Work

Department Seaport Contact Elizabeth Ogden Phone (305) 347-5521

Estimated Cost 1 Agreement for \$140,000,000.00 Funding Source Future Financing

**ANALYSIS
RECOMMENDATIONS**

<u>SBE-A&E GOAL</u>	<u>BID PREFERENCE</u>	<u>NO MEASURE</u>	
<u>18.00%</u>	<u>N/A</u>	<u></u>	
<u>Analysis for Goal Recommendation</u>			
<u>Sub-Trade</u>	<u>Est. Cost</u>	<u>% of Item to Base Bid</u>	<u>Availability</u>
<u>5.02 Port & Waterway Systems – Architectural Design (Lead A/E)</u>	<u>\$ 4,844,972.47</u>	<u>38.00%</u>	<u></u>
<u>5.03 Port & Waterway Systems – Cruise Terminal Design (Lead A/E)</u>	<u>\$ 3,059,982.61</u>	<u>24.00%</u>	<u></u>
<u>18.00 Architectural Construction Management (Lead A/E)</u>	<u>\$ 1,912,489.13</u>	<u>15.00%</u>	<u></u>
<u>22.00 ADA Title II Consultant (Lead A/E)</u>	<u>\$ 127,499.28</u>	<u>1.00%</u>	<u></u>
<u>5.04 Port & Waterway Systems Cruise Terminal Equipment Design</u>	<u>\$ 127,499.28</u>	<u>1.00%</u>	<u>>3</u>
<u>5.10 Port & Waterway Systems Transportation Systems Design</u>	<u>\$ 127,499.28</u>	<u>1.00%</u>	<u>>3</u>
<u>8.00 Telecommunication Systems</u>	<u>\$ 127,499.28</u>	<u>1.00%</u>	<u>>3</u>
<u>9.02 Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services</u>	<u>\$ 63,749.64</u>	<u>0.50%</u>	<u>>3</u>

RECOMMENDATIONS

<u>Analysis for Goal Recommendation</u>			
<u>Sub-Trade</u>	<u>Est. Cost</u>	<u>% of Item to Base Bid</u>	<u>Availability</u>
<u>9.03 Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services</u>	<u>\$ 63,749.64</u>	<u>0.50%</u>	<u>>3</u>
<u>9.04 Soils, Foundations and Materials Testing – Non-Destructive Testing and Inspections</u>	<u>\$ 63,749.64</u>	<u>0.50%</u>	<u>>3</u>
<u>10.01 Environmental Engineering – Stormwater Drainage Design Engineering Services</u>	<u>\$ 63,749.64</u>	<u>0.50%</u>	<u>>3</u>

11.00 General Structural Engineering	\$ 382,497.83	3.00%	>3
12.00 General Mechanical Engineering	\$ 127,499.28	1.00%	>3
13.00 General Electrical Engineering	\$ 127,499.28	1.00%	>3
14.00 Architecture	\$ 127,499.28	1.00%	>3
15.01 Surveying and Mapping – Land Surveying	\$ 63,749.64	0.50%	>3
15.03 Surveying and Mapping Underground Utility Location	\$ 63,749.64	0.50%	>3
16.00 General Civil Engineering	\$ 254,988.55	2.00%	>3
17.00 Engineering Construction Management	\$ 382,497.83	3.00%	>3
20.00 Landscape Architecture	\$ 127,499.28	1.00%	>3
Non-A/E Services – Construction Cost Estimating	\$ 254,988.55	2.00%	
Non-A/E Services – General Administration	\$ 254,988.55	2.00%	
Total	\$ 12,749,927.56	100%	
Basis for Recommendation	See attached		
By: PortMiami		4/5/2019 Date to SBA/DPM	

DEPARTMENT INPUT
CONSTRUCTION CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Check applicable Ordinance(s): ☒ 90-143 Responsible Wage and Benefits ☒ 03-237 (formerly 03-1) Community Workforce Program

PROJECT INFORMATION See attachment ☒

Contract/Project/*Work Order No.: 2018-047

*Reference corresponding project number when submitting a work order

Contract/Project Title: Design-Build Services for the Cruise Terminal F Expansion and Berthing Re-alignment Program

Description/Scope of Work: See attached

Estimated Cost: \$140,000,000.00 Funding Source: Future Financing

Location of Project (street address or beginning and ending points) i.e. 12345 NE 23rd Ct or Starts at 135 St. ends at 145 St.
1103 N. Cruise Blvd., Miami, FL 33132

PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CWP) See attachment ☒

Engineer/Department or Agency's estimated required workforce for Project ☐ Work Order ☐:

Trade/Skills Required	Est. # of workforce required per trade	Est. # of total days to complete job

Comments: _____

PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CSBE) See attachment ☒

Sub-Trade	Est. Cost	% of Item to Base Bid	Availability
N/A			

RECOMMENDATION

Set-Aside: Level 1 ☐ Level 2 ☐ Level 3 ☐ Trade Set-Aside ☐ Sub-Contractor Goal ☐ Workforce Goal ☒ No Measure ☐

Basis for Recommendation: _____

Date submitted to DBD: 4/5/2019

Contact Person: Gyselle Pino

Telephone No.: (305) 347-4833



Miami-Dade County Seaport Department
Project Analysis for Goal Recommendation (SBE-CWP)

Trade/Skills Required	Estimated Cost	% of Item to Base Bid	Est. # of Workforce Required Per Trade
-DIVISION 2 - EXISTING CONDITIONS	\$4,377,402.49	3.44%	6
-DIVISION 3 - CONCRETE	\$23,884,838.60	18.77%	32
-DIVISION 4 - MASONRY	\$3,512,102.00	2.76%	6
-DIVISION 5 - METALS	\$8,576,654.88	6.74%	12
-DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES	\$458,100.26	0.36%	6
-DIVISION 7 - THERMAL AND MOISTURE PROTECTION	\$5,980,753.40	4.70%	8
-DIVISION 8 - OPENINGS	\$13,043,132.43	10.25%	18
-DIVISION 9 - FINISHES	\$4,733,702.69	3.72%	7
-DIVISION 10 - SPECIALTIES	\$1,208,875.69	0.95%	6
-DIVISION 11 - EQUIPMENT	\$216,325.12	0.17%	6
-DIVISION 12 - FURNISHINGS	\$636,250.36	0.50%	6
-DIVISION 13 - SPECIAL CONSTRUCTION	\$15,320,908.72	12.04%	21
-DIVISION 14 - CONVEYING EQUIPMENT	\$2,354,126.34	1.85%	6
-DIVISION 21 - FIRE SUPPRESSION	\$2,315,951.32	1.82%	6
-DIVISION 22 - PLUMBING	\$4,555,552.59	3.58%	7
-DIVISION 23 - HVAC	\$5,942,578.38	4.67%	8
-DIVISION 25 - INTEGRATED AUTOMATION	\$776,225.44	0.61%	6
-DIVISION 26, 27 & 28 - ELECTRICAL, COMM, SAFETY	\$9,950,955.66	7.82%	14
-DIVISION 31 - EARTHWORK	\$1,437,925.82	1.13%	6
-DIVISION 32 - EXTERIOR IMPROVEMENTS	\$1,577,900.90	1.24%	6
-DIVISION 33 - UTILITIES	\$2,723,151.55	2.14%	6
General Requirements	\$6,820,603.88	5.36%	
LEED Allowance	\$6,820,603.88	5.36%	
Estimated Construction Cost	\$127,250,072.44	100.00%	

	Revised Estimated Cost	SBE-Con Analysis	% of Item to Base Bid
General Requirements (includes mobilization)	\$ 6,816,968.17		
-DIVISION 2 - EXISTING CONDITIONS	\$ -		
Civil, U.G. Pipe	\$ 56,867.93		
Laborers: Commercial Construction	\$ 4,319,213.12		
-DIVISION 3 - CONCRETE	\$ -		
Carpenter, Formwork	\$ 2,644,820.99		
Rodmen, Concrete Reinforcement	\$ 700,627.37		
Cement Finishers	\$ 6,762,325.37		
Labor, Slab Decks	\$ 6,737,306.19		
Labor, Foundations	\$ 7,035,192.28		
-DIVISION 4 - MASONRY	\$ -		
Bricklayers, Masons	\$ 3,513,572.79	\$ 3,513,572.79	2.76%
-DIVISION 5 - METALS	\$ -		
Welders, Structural Steel	\$ 6,471,494.24		
Ornamental & Misc Metals	\$ 2,111,191.05		
-DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES	\$ -		
Carpenters	\$ 461,615.25	\$ 461,615.25	0.36%
-DIVISION 7 - THERMAL AND MOISTURE PROTECTION	\$ -		
Roofers, Waterproofers and Allied Workers	\$ 3,071,296.69		
Carpenters	\$ 358,450.56		
Painters and Allied Trades	\$ 2,551,370.95		
-DIVISION 8 - OPENINGS	\$ -		
Glaziers, Architectural Metal and Glass Workers	\$ 11,650,781.33		
Carpenters	\$ 1,395,755.03		
-DIVISION 9 - FINISHES	\$ -		
Carpenter, Drywall & Ceilings	\$ 1,871,134.52		
Flooring, Tile & Carpet	\$ 1,485,207.94		
Painters and Allied Trades	\$ 1,376,836.55	\$ 1,376,836.55	1.08%
-DIVISION 10 - SPECIALTIES	\$ -		
Carpenter, Restroom Specialties	\$ 1,205,924.77		
-DIVISION 11 - EQUIPMENT	\$ -		
Elevator Pit Sun Pump Provided and Install by the Prime	\$ 218,005.02		
-DIVISION 12 - FURNISHINGS	\$ -		
Window Shades Provided and Install by the Prime	\$ 634,563.20		
-DIVISION 13 - SPECIAL CONSTRUCTION	\$ -		
Ironworkers, Canopy	\$ 15,010,565.01		
Carpenter	\$ 314,881.11		
-DIVISION 14 - CONVEYING EQUIPMENT	\$ -		
Elevator Constructors	\$ 2,355,409.87		
-DIVISION 21 - FIRE SUPPRESSION	\$ -		
Sprinkler Fitters	\$ 2,313,035.03		
-DIVISION 22 - PLUMBING	\$ -		
Plumbers	\$ 4,559,442.39	\$ 4,559,442.39	3.58%
-DIVISION 23 - HVAC	\$ -		
Sheet Metal Workers	\$ 1,412,073.85		
Pipefitters (Air Conditioning, Refrigeration and Heating)	\$ 4,533,769.54		
-DIVISION 25 - INTEGRATED AUTOMATION	\$ -		
Electrician	\$ 781,004.32		
-DIVISION 26, 27 & 28 - ELECTRICAL, COMM, SAFETY	\$ -		
Electrician	\$ 9,954,390.35		
-DIVISION 31 - EARTHWORK	\$ -		
Laborers: Commercial Construction	\$ 1,442,074.33	\$ 1,442,074.33	1.13%
-DIVISION 32 - EXTERIOR IMPROVEMENTS	\$ -		
Laborers: Commercial Construction	\$ 1,578,304.93		
-DIVISION 33 - UTILITIES	\$ -		
Electrical Workers	\$ 172,294.29		
Plumbers	\$ 2,555,337.96		
LEED Allowance	\$ 6,816,968.17		
TOTALS	\$127,250,072.44	\$ 11,353,541.31	8.92%



Miami-Dade County Seaport Department
Project Analysis for Goal Recommendation (SBE-G&S)

Sub-trade	Estimate Cost	% of Item to Base Bid
01. Project Photography	\$177,241.17	0.15%
02. Security / Fencing	\$177,241.17	0.15%
03. Construction Cleaning Services	\$236,321.56	0.20%
04. Shop Drawings	\$177,241.17	0.15%
05. Scheduling / Estimating	\$708,964.69	0.60%
06. Field Surveying	\$472,643.13	0.40%
07. Temporary Utilities / Portable Toilets	\$472,643.13	0.40%
08. LEED Consultant (General Contractor's Rep.)	\$649,884.30	0.55%
12. Rental Equipment / Scaffolding	\$1,181,607.82	1.00%
13. Trash / Storage Containers (20 ton.)	\$472,643.13	0.40%
Estimated Construction Cost (SBE)	\$4,726,431.26	4.00%
Estimate Construction Cost (Total)	\$127,250,072.44	100.00%



Small Business Development Division

Project Worksheet

Project/Contract Title: CRUISE TERMINAL F EXPANSION AND BERTHING RE-ALIGNMENT PROGRAM
Project/Contract No: DB19-SEA-01 (DESIGN)
Department: Seaport
Estimated Cost of Project/Bid: \$12,749,927.56
Description of Project/Bid: Design-Build Services for the Cruise Terminal F Expansion and Berthing Re-alignment Program

Received Date: 4/5/2019

Funding Source: Future Financing

Contract Measures		
Measure	Program	Goal Percent
Goal	SBE - A&E	20.00%

Reasons for Recommendation
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E) An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a 20.00% SBE-AE Sub-consultant Goal is appropriate for this contract. MDC-TCC 08 TELECOMMUNICATION SYSTEMS, MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 20 LANDSCAPE ARCHITECTURE, MDC-TCC 22 ADA TITLE II CONSULTANT, MDC-TCC 05-02 ARCHITECTURAL DESIGN, MDC-TCC 05-03 CRUISE TERMINAL DESIGN, MDC-TCC 05-04 CRUISE TERMINAL EQUIPMENT DESIGN, MDC-TCC 05-10 TRANSPORTATION SYSTEMS DESIGN, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 09-03 CONCRETE AND ASPHALT TESTING SERVICES, MDC-TCC 09-04 NON-DESTRUCTIVE TESTING AND INSPECTIONS, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-03 Underground Utility Location.

Small Business Contract Measure	
Sub-trade	Category
Port & Waterway Systems - Cruise Terminal Equipment Design	SBE-A&E
Port & Waterway Systems - Transportation System Design	SBE-A&E
Telecommunication Systems	SBE-A&E
Geotechnical And Asphalt Testing Services	SBE-A&E
Concrete And Asphalt Testing Services	SBE-A&E
Non Destructive Testing And Inspections	SBE-A&E
Storm Water Drainage Design Engineering Services	SBE-A&E
General Structural Engineering	SBE-A&E

General Mechanical Engineering	SBE-A&E
General Electrical Engineering	SBE-A&E
Architecture	SBE-A&E
Surveying And Mapping – Land Surveying	SBE-A&E
Surveying And Mapping – Under Ground Utility Location	SBE-A&E
General Civil Engineering	SBE-A&E
Engineering Construction Management	SBE-A&E
Landscape Architecture	SBE-A&E
Ada Title II Consultant	SBE-A&E

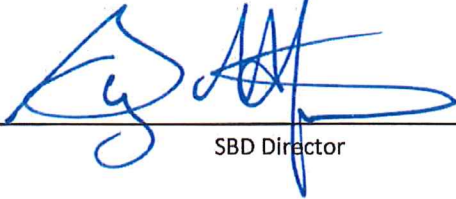
Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒



SBD Director

4-24-19

Date



Small Business Development Division

Project Worksheet

Project/Contract Title: Cruise Terminal F Expansion and Berthing Re-Alignment Program
Received Date: 4/5/2019
Project/Contract No: DB19-SEA-01 (BUILD)
Funding Source: Future Financing
Department: Seaport
Estimated Cost of Project/Bld: \$127,250,072.44
Description of Project/Bid: Cruise Terminal F Expansion and Berthing Re-alignment Program

Contract Measures		
Measure	Program	Goal Percent
Goal	SBE - Con	8.91%
Goal	SBE - S	4.00%
Workforce Goal	CWP	10.00%

Reasons for Recommendation
SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-Con). An analysis of the factors contained in Section VI. C. of Implementing Order 3-22 indicates that a 8.91% Small Business Enterprise – Construction (SBE-Con) subcontractor goal is appropriate for the trades of: Masonry Contractors (bricklayers and mason work) at 2.76%. Finish Carpentry Contractors (carpentry work) at 0.36%. Painting and Wall Covering Contractors (painting work) at 1.08%. Plumbing (plumbing work) at 3.58% and Commercial and Institutional Building Construction (laborers and commercial construction work) at 1.13%. SMALL BUSINESS ENTERPRISE - SERVICES (SBE-S) An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a 4.0% is appropriate for the services portion of this contract in; Aerial Photography and Videography Services, Including Drones (project photography) at 0.15%, Fencing, Temporary (For Construction and Other Industrial or Safety Uses) (temporary fencing) at 0..15%, Building Construction Services, New (Incl. Maintenance And Repair Services) (construction cleaning) at 0.20%, Architectural Services, Professional (shop drawing services) at 0.15%, Construction Management Services (scheduling and estimating) at .60%, Land Surveying (field surveying) 0.40%, Toilets, Portable, Rental or Lease (temporary utilities /portable toilets) at 0.40%, Consulting Services (LEED consulting services) at 0.55%, Rental Equipment / Scaffolding 1.00%, Trash Storage 0.40% A 10% CWP Workforce Goal is goal is appropriate for this contract. NAICS 238140 Bricklaying contractors, NAICS 238140 Masonry Contractors, NAICS 238220 Plumbing contractors, NAICS 236220 Commercial and Institutional Building Construction, NAICS 238320 Painting and Wall Covering Contractors, NAICS 238350 Finish Carpentry Contractors, NIGP 90505 Aerial Photography and Videography Services, Including Drones, NIGP 91027 Garbage and Trash Removal, Disposal and or Treatment Services, NIGP 91039 Janitorial and Custodial Services, NIGP 96121 Cost Estimating, NIGP 96214 Blue Printing Services: Blue Prints, Blue Line, Large Engineering, NIGP 98815 Fence Installation, Maintenance and Repair, NIGP 96460 Land Surveying

Small Business Contract Measure Recommendation	
Sub-trade	Category
Commercial and Institutional Building Construction	SBE - Con

Painting and Wall Covering Contractors	SBE - Con
Finish Carpentry Contractors	SBE - Con
Masonry Contractors	SBE - Con
Plumbing Contractors	SBE - Con
Finish Carpentry Contractors	SBE - Con
Garbage/Trash Removal, Disposal and/or Treatment	SBE - Con
Janitorial/Custodial Services	SBE - S
Consulting Services	SBE - S
Toilets, Portable, Rental or Lease	SBE - S
Construction Management Services (scheduling and estimating)	SBE - S
Fencing, Temporary	SBE - S
Aerial Photography and Videography Services	SBE - S
Building Construction Services	SBE - S

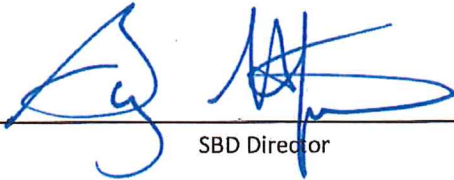
Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☒ NO ☐

Building: YES ☒ NO ☐


SBD Director

4-24-19
Date

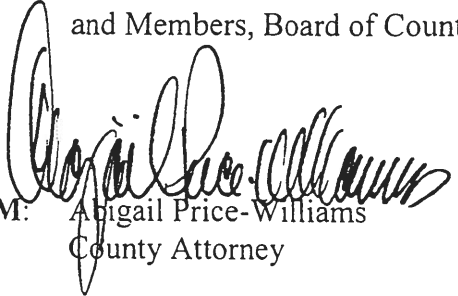


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 20, 2020

FROM: 
Abigail Price-Williams
County Attorney

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

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 Agenda Item No. 8(J)(1)
Veto _____ 10-20-20
Override _____

RESOLUTION NO. _____ R-1084-20

RESOLUTION RATIFYING ACTIONS BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE UNDER THE MIAMI-DADE SEAPORT DEPARTMENT CAPITAL IMPROVEMENT EXPEDITE AND ACCELERATION ORDINANCE, SECTION 2-8.2.15 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; RATIFYING THE (1) AWARD OF A DESIGN-BUILD AGREEMENT TO SUFFOLK CONSTRUCTION COMPANY FOR THE NEW CRUISE TERMINAL V PROGRAM (CTV DESIGN-BUILD AGREEMENT) IN THE AMOUNT OF \$175,547,119.20; (2) FIRST AMENDMENT TO THE CTV DESIGN BUILD AGREEMENT RESULTING IN NET SAVINGS TO THE COUNTY OF \$893,490.00; (3) SECOND AMENDMENT TO THE CTV DESIGN-BUILD AGREEMENT REDUCING THE CONTRACT AMOUNT BY \$15,458,555.00, EXTENDING THE SUBSTANTIAL COMPLETION DEADLINE TO OCTOBER 1, 2021, AND REDUCING THE MILESTONE NO. 1 DAILY LIQUIDATED DAMAGES AMOUNT TO \$7,500.00; (4) AWARD OF CONSTRUCTION CONTRACT TO CENTRAL FLORIDA EQUIPMENT RENTALS, INC. FOR CARGO GATE MODIFICATIONS AND PROCESS IMPROVEMENTS IN THE AMOUNT OF \$16,057,300.00; (5) AWARD OF CONSTRUCTION CONTRACT TO JVA ENGINEERING CONTRACTOR, INC. FOR THE NORTH CRUISE BOULEVARD EXTENSION PHASE II B PROJECT IN THE AMOUNT OF \$6,086,180.00; (6) AWARD OF CONSTRUCTION CONTRACT TO LEMARTEC CORPORATION FOR THE CRUISE TERMINAL F EXPANSION AND BERTHING REALIGNMENT PROGRAM IN THE AMOUNT OF \$120,751,934.94; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE AGREEMENTS AND AMENDMENTS

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 ratifies the actions of the County Mayor or County Mayor's designee, as authorized by Section 2-8.2.15 of the Code of Miami Dade County, Florida, specifically to approve the:

1. Award of a Design-Build Agreement to Suffolk Construction Company, Inc. for the New Cruise Terminal V Program (Project No. 2019-002, Contract No. DB18-SEA) (the “CTV Design-Build Agreement”) in the amount of \$175,547,119.20;

2. First Amendment to the CTV Design-Build Agreement reducing the contract amount by \$1,447,491.00 and resulting in net savings to the County, after the purchase of the required insurance, of \$893,490.00;

3. Second Amendment to the CTV Design-Build Agreement reducing the contract amount by \$15,458,555.00, extending the substantial completion deadline for the project to October 1, 2021 and reducing the Milestone No. 1 daily liquidated damages amount to \$7,500.00;

4. Award of the Construction Contract to Central Florida Equipment Rentals, Inc. for Cargo Gate Modifications and Process Improvements (Project No. 2011-045.03, Contract No. 2011-045.03) in the amount of \$16,057,300.00;

5. Award of the Construction Contract to JVA Engineering Contractor, Inc. for the North Cruise Boulevard Extension Phase II B (Project No. 2017-035.02B, Contract No. 2017-035.02B) in the amount of \$6,086,180.00; and

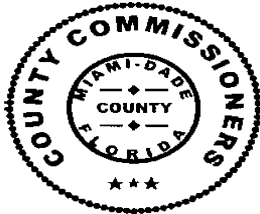
6. Award of a Design-Build Agreement to Lemartec Corporation for the Cruise Terminal F Expansion and Berthing Realignment Program (Project No. 2018-047, Contract No. DB19-SEA-01) in the amount of \$120,751,934.94.

The Board further authorizes the County Mayor or County Mayor’s designee to exercise the provisions in each of the foregoing agreements and amendments. The solicitation documents and contracts are kept on file and are available upon request from the Contracts, Procurement, and Materials Management Division of the Seaport Department.

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

Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	absent
Jose "Pepe" Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Xavier L. Suarez	aye
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	absent
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez