

Date: June 21, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(P)(1)

Resolution No. R-529-23

Subject: Recommendation to Ratify Actions Related to the Miami-Dade Aviation Department pursuant to Section 2-285(3) of the Code of Miami-Dade County for the Operations and Maintenance Agreement for the North Terminal Automated People Mover System at Miami International Airport

Summary

This item is to ratify no cost amendments to the Operations and Maintenance (O&M) Agreement for the North Terminal Automated People Mover (APM) System at Miami International Airport (MIA). The agreement also includes the purchase of additional vehicles and the implementation of a Capital Assets Replacement Program, vehicle overhauls, and cleaning services. On February 14, 2022, the agreement was amended, subject to ratification by the Board, to clarify several terms. Due to the criticality of APM operations and zero cost associated with the changes, the amendment was executed expeditiously. Requesting Board approval prior to execution would have delayed the incorporation of changes to the contract. MIA is dependent upon the continued minimum System Service Availability of 99.5 percent or higher. Failure to meet the established System Service Availability could potentially have negative impacts on MIA operations.

The APM System is essential to MIA's operational needs as it provides service in MIA's mile-long North Terminal, offering passengers a quick and convenient way to move through the extensive terminal. APM O&M support services are necessary for ensuring that MIA's Skytrain continues to operate safely and reliably.

Recommendation

It is recommended that the Board ratify Supplemental Agreement No. 1 to Designated Purchase Contract No. BW-10106, *Operations and Maintenance Agreement for the North Terminal Automated People Mover System at Miami International Airport*. Approval is being requested pursuant to the provisions of MDAD's Ordinance No. 95-64 codified as Section 2-285(3) of the Code of Miami-Dade County to ratify the amendment to the O&M Agreement.

Background

This contract was established by the Board through Resolution No. R-31-22 on January 19, 2022 for a five-year term with one, five-year option to renew. This contract provides operation and maintenance of the Skytrain APM, as well as the purchase of additional vehicles, the implementation of a Capital Assets Replacement Program, vehicle overhauls, and cleaning services. In accordance with Article 2.04 of the Agreement, the contract was amended on February 14, 2022 via Supplemental Agreement No. 1 (attached) to add clarifications to several articles in the Operation and Maintenance General Provisions, including Article 2.01, titled Article Documents; Article 29, titled Audits and Inspection Records; Article 33, titled Contract Measures; and Article 38 titled Performance and Payment Bond, as well as Operation and Maintenance General Requirements – Appendix A.

Scope

Miami International Airport is located within District 6, which is represented by Commissioner Kevin Marino Cabrera; however, the impact of this item is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact for this item.

Track Record/Monitor

Natalya Vasilyeva of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

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

Awarded Vendor

Vendor	Principal Address	Local Address	Principal
Crystal Mover Services, Inc.	815 NW 57 Avenue Suite 222 Miami, FL	Same	James Lillie

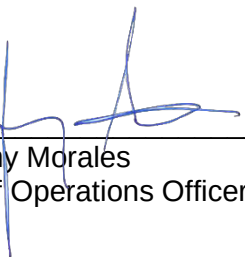
Due Diligence

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

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise (SBE) Goods and Services Goal of 3.5 percent applies to Operation and Maintenance services. In compliance with Resolution No. R-1001-15, the 3.5 percent SBE goal has been met.
- Local Preference does not apply.
- The Living Wage applies as the services are covered under the Ordinance.

Attachment



Jimmy Morales
Chief Operations Officer

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: BW-10106

Contract Title: Operations and Maintenance Agreement for the North Terminal
Automated People Mover System at Miami International Airport

Contractor: Crystal Mover Services, Inc
815 NW 57 Avenue
Suite 222
Miami, Florida 33128

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, shall become part of the Contract, and shall amend agreement as follows:

Operations and Maintenance Provisions

1. ~~Article 201. Contract Documents to BW-10106~~
Following is added to Item g, Contractor Proposal Titled: North Terminal APM System- 10 Years O&M:
For clarity, notwithstanding the inclusion of the "Owner's Comments" to the Contractor's Proposal as a "Contract Document", overhaul pricing would remain in line with B702 B contract pricing.
2. ~~Article 29 Audits and Inspection Records~~ Following is added at the end of first paragraph (29.A):
Owner's right to audit under this Article shall not extend to any components of Contractor's fixed sums.
3. ~~Article 33. Contract Measures~~ is deleted in its entirety and replace with the following:
This Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Small Business Enterprise ("SBE") Participation program. The following has been established according to the SBE program:
Contract Measure: The Contractor is required to achieve a 3.5% SBE Goods & Services (SBE-G&S) Subcontractor Goal, other than with respect to General Allowance Account and CARP Work.
The Contractor is recommended to adhere to the attached Miami-Dade County Florida, Small Business Development ("SBD") Division/Internal Services Department, SBE Implementing Order 3-41, included within this Agreement as Appendix D, which delineates the requirements of this County program and the requirements for attaining the SBE contract measure.
For clarity, a 3.5 percent SBE Goods and Services goal applies to base O&M services; no other areas are eligible for measures.
4. ~~Article 38. Performance and Payment Bond~~ first paragraph is deleted in its entirety and replaced with the following:
To the extent the Contractor is to perform any construction work required to be completed by a licensed General Contractor pursuant to Florida Law directed by the County pursuant to a Work Order request under an Allowance Account, the Parties may agree to a performance bond in the total value of the construction

work required in accordance with the below, in which case a bond shall be submitted with form **OMGR Appendix J – Surety Performance and Payment Bond**. For the avoidance of doubt, no performance bond will be required for the Base O&M Work, the CARP/Overhaul Work, or the Additional Vehicles Work.

Appendix A – Scope of Services

5. Article A.6 Capital Assets Replacement Program (CARP) and Vehicle Overhauls

- Subsection Technology Review Panel is deleted in its entirety and replaced with the following:

Following NTP and prior to performing work, the Parties will establish a Technology Review Panel consisting of the Contractor, the Owner, and the Owner's APM Oversight Consultant. The Technology Review Panel will meet as required to review technological developments and proposed CARP Work and to determine what will be implemented on the System over the upcoming fiscal year, provided that, unless a new Work Order is issued, any such determination shall be in accordance with the Contractor's CARP Proposal. The first Technology Review Panel for proposed subsystems by the Contractor will meet within fourteen (14) days following the NTP. Following the first Technology Review Panel, any party may call for a meeting of the panel at any time, provided that any changes to previously issued Work Orders shall be subject to a new Work Order. In addition, any cancelled work orders shall entitle Contractor to be paid for actual services rendered or materials provided that have been performed to the satisfaction of the Owner's Representative under the Contract, up to the date of cancellation; in such event, the County shall not be liable to Contractor for any for lost profits, SG&A, loss of bonding capacity, loss of opportunity, loss of goodwill, or any claim of indirect costs of any kind. The Contractor's review panel team shall include appropriate individuals to facilitate financial and detailed technical reviews. The Contractor and the Owner shall bear their own expenses for these reviews.

- Subsection Schedule is deleted in its entirety and replaced with the following:
Commencing at NTP, the Contractor shall meet with the Owner and the Owner's APM Oversight Consultant as required to review the planned CARP Work and to assess the condition of all System assets. In addition, on or before September 1 of each year, the Contractor shall furnish to the Owner its initial recommendation for any CARP Work to be undertaken in the following fiscal year. The Owner shall have the right to defer replacements that it deems not necessary, and that will not adversely affect warranties or System Availability, provided that Contractor shall not be responsible for any availability or downtime penalty and/or financial impact caused by equipment or components which the Owner elects not overhaul, rehabilitate, refurbish or replacement in accordance with the Contractor's recommendation. Potential impacts to System Service Availability, Downtime Event Limits, System Operations, and System Maintenance required in performing, not performing, or postponing potential CARP Work will be reviewed and agreed to by the Technical Review Panel. The Contractor's Capital Asset Replacement Program shall not be modified without written acceptance of the Owner.

Miami-Dade County, FL

Supplemental Agreement No. 1 to Contract No. BW-0000

All other terms, covenants and conditions of the original Contract shall remain in full force and effect.

Both parties represent that pursuant to Miami-Dade County Ordinance 2-285(3) this Supplemental Agreement No. 1, once executed shall bind the parties and be enforceable. Notwithstanding, pursuant to Miami-Dade County Ordinance 2-285(3), this Supplemental Agreement No. 1 is subject to approval and ratification by the Board of County Commissioners of Miami-Dade County. In the event that this Supplemental Agreement No. 1 is not ratified, this Supplemental Agreement No. 1 shall be void and be of no further force and effect, and neither party shall have any claim against each other in such circumstance of any kind arising out of this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. BW-0000 for Operations and Maintenance Agreement for the North Terminal Automated People Mover System at Miami International Airport.

Contractor

By James D. Little

Name James Duane Little

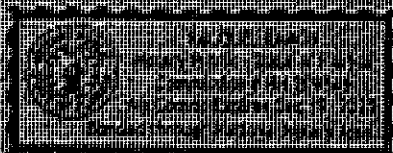
Title President of CED

Date 02/13/2022

Address 10000 SW 12th St

Corporate Secretary (Name)

Corporate Secretary



Miami-Dade County

By [Signature]

Name Carol A. Evans

Title Mayor

Date 2/14/22

Address 1300 Brickell Ave

Chief of the Board

Approved as to form and legal effect

Assistant County Attorney



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(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
Veto _____
Override _____

Agenda Item No. 8(P)(1)
6-21-23

RESOLUTION NO. R-529-23

RESOLUTION RATIFYING SUPPLEMENTAL AGREEMENT NO. 1 TO THE MIAMI-DADE AVIATION DEPARTMENT'S CONTRACT NO. BW-10106 FOR THE OPERATIONS AND MAINTENANCE AGREEMENT FOR THE NORTH TERMINAL AUTOMATED PEOPLE MOVER SYSTEM AT MIAMI INTERNATIONAL AIRPORT PURSUANT TO SECTION 2-285(3) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN AND ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

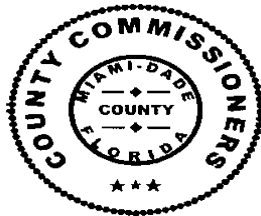
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies Supplemental Agreement No. 1 to the Miami-Dade Aviation Department's Contract No. BW-10106 for the Operations and Maintenance Agreement for the North Terminal Automated People Mover System at Miami International Airport pursuant to section 2-285(3) of the Code of Miami-Dade County, Florida; and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in Supplemental Agreement No. 1 and all provisions of the contract, including any cancellation, renewal, or extension provisions pursuant to section 2-8.1 of the County Code and Implementing Order 3-38. A copy of the contract is on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DMM

David M. Murray