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

# Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2008

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

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

From: George M. Burgess
County Manager

R-80-08

Subject: Award Recommendation for Maintenance of Satellite Transit Shuttle at Miami International Airport, ITB- MDAD-01-07, in the amount of $9,822,444

## RECOMMENDATION

It is recommended that the Board approve the award of a non-exclusive contract for the maintenance of the Satellite Transit Shuttle (STS) at Miami International Airport (MIA) to Johnson Controls, Inc. (JCI) in the amount of $9,822,444 and authorize the Mayor or his designee to execute the contract attached hereto. It is further recommended that the Board authorize the Mayor or designee to exercise any cancellation, termination or renewal provisions contained therein.

## SCOPE

MIA is located within Commission District Six; however, the impact of this agenda item is countywide as MIA is a regional asset.

## DELEGATED AUTHORITY

In accordance with Section 2-8.3 related to identifying delegation of Board authority contained within the subject contract, the Director or designee has the authority to expend allowance or contingency accounts, exercise the option to renew, and cancel or terminate the contract.

## FISCAL IMPACT/FUNDING SOURCE

The cost for Johnson Controls, Inc., to provide this service is $9,822,444 for three (3) years with a one-year option to renew. The funding source is Miami-Dade Aviation Department (MDAD) operational and maintenance funds.

## TRACK RECORD/MONITOR

JCI's work on the MDAD Chiller Plant HVAC system has been satisfactory according to Project Manager Richard Jaffe. JCI has also performed operations and maintenance work for Houston International Airport's Automated Peoplemover System, and a reference check indicated their performance was generally satisfactory. The project manager for this contract is MDAD Contracts and Construction Airport Facilities Superintendent Arthur Buck.

## BACKGROUND

The Satellite Transit Shuttle (STS) system is an existing Automated PeopleMover (APM) System that runs between Concourse E and Satellite E Terminal. Following a competitive solicitation process, an agreement for maintenance of the STS was entered into with Bombardier effective November 1, 2001. During the final renewal period for 2007, MDAD entered into negotiations with Bombardier, during which Bombardier expressed concerns about the safety of the APM System. To address the concerns, MDAD hired Lucius Pitkins, Inc. (LPI) to provide engineering services regarding the APM System's fitness-for-service. Following LPI's initial evaluation of the APM System, minor deficiencies were found and repaired. LPI conducted several follow-up evaluations and tests and recertified the shuttle system as being safe and operational. The company recommended that the APM System be inspected daily by Bombardier and semi annually by LPI engineers. Thereafter, MDAD negotiated an interim agreement

with Bombardier to maintain uninterrupted STS services. The six-month interim agreement was approved by the Board on July 24, 2007, as well as a request to advertise for bids for the long-term maintenance of the STS.

On August 9, 2007, MDAD advertised an Invitation to Bid (ITB) for the maintenance of the STS at MIA whereby the recommended bidder will be required to provide all necessary supervision, labor and parts to maintain the existing STS and shall perform preventive maintenance, corrective maintenance and maintain adequate spare parts inventories at a minimum level specified as necessary to maintain the uninterrupted operation of the STS at MIA. Bids were originally due to be received on August 31, 2007. However, the due date for bid submission was extended by addendum to September 7, 2007. Two (2) bids were received in response to the ITB from Bombardier Transportation (Holdings) USA, Inc. (Bombardier) in the amount of $11,386,096 and Johnson Controls, Inc. (JCI) in the amount of $9,822,444 or approximately 14% lower than the Bombardier bid. MDAD reviewed the bid submissions and deemed that they both met the minimum qualifications, with JCI submitting the lowest bid. While both bid submissions requested that the County consider modification of the ITB terms, both bidders removed their requests. An award recommendation was then prepared for JCI because it met the minimum requirements and submitted the lowest bid. The award recommendation was signed by the County Manager pursuant to the authorization provided in Resolution R-906-07, filed with the Clerk of the Board on November 29, 2007 and notice was sent on the same day to JCI and Bombardier per the protest procedures.

**PROTEST**

On December 4, 2007, Bombardier filed a protest. A hearing was held on the bid protest on December 18, 2007, and on December 27, 2007, the hearing examiner issued his Findings and Recommendations (copy attached), which denied the protest filed by Bombardier and concurred with the recommendation of the County Manager authorizing the County's execution of an agreement with Johnson Controls, Inc.

| | |
|---|---|
| PROJECT: | Maintenance of Satellite Transit Shuttle |
| PROJECT LOCATION: | Miami International Airport |
| CONTRACTOR NAME: | Johnson Controls, Inc. |
| CONTRACTOR ADDRESS: | 15901 S.W. 29TH Street, Ste. 801<br>Miramar, FL 33027 |
| COMPANY PRINCIPALS | J.M. Barth, President<br>Stephen Roell, Vice President<br>Jerome Okarma, Secretary<br>Frank A. Voltolina, Treasurer<br>Romaine Camera, Branch Manager |
| OWNERSHIP | JCI is a publicly traded company |
| AFFIRMATIVE ACTION PLAN | October 31, 2008 |
| PREVIOUS COUNTY CONTRACTS WITH THE COUNTY | Three (3) Contracts @ $145,992.20 |
| YEARS IN BUSINESS | One Hundred Twenty-two (122) Years |

| | | |
|---|---|---|
| TERM/RENEWAL OPTION: | The contract term is three (3) years with an option for an additional year for a total of four (4) years | |
| CONTRACT AMOUNT: | All labor, supervision, routine maintenance, consumables, expendables, equipment, and tools: | $4,986,000.00 |
| | Option Year STS Services: | $1,745,100.00 |
| | Dedicated Allowance Account for Additional Services: | $2,166,849.00 |
| | General Allowance Account: | $900,000.00 |
| | Inspector General Audit Account: | $24,495.00 |
| | TOTAL CONTRACT AMOUNT: | $9,822,444.00 |
| SUBCONTRACTORS/SUPPLIERS: | Washington Group International /DLR Distributors Inc. | |
| IPSIG/INSPECTOR GENERAL: | Provisions included | |
| MANDATORY CLEARING HOUSE: | Not Applicable | |
| LIVING WAGES: | Yes | |
| ART IN PUBLIC PLACES: | Not Applicable | |
| CONTRACT MEASURE: | On July 18, 2007, the Review Committee established this project as a SBE "Bid Preference". Neither firm was SBE certified. | |
| COMMUNITY WORKFORCE PROGRAM: | Not Applicable | |
| USING AGENCY: | Miami-Dade Aviation Department | |
| APPROVED FOR LEGAL SUFFICIENCY: | Yes | |

Assistant County Manager

# MEMORANDUM
(Revised)

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

DATE: January 22, 2008

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

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

Please note any items checked.

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

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

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

_____ Housekeeping item (no policy decision required)

✓ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)
01-22-08

**RESOLUTION NO. R-80-08**

**RESOLUTION APPROVING AWARD OF CONTRACT FOR MAINTENANCE OF SATELLITE TRANSIT SHUTTLE AT MIAMI INTERNATIONAL AIRPORT, PROJECT NO. ITB MDAD 01-07, IN AN AMOUNT NOT TO EXCEED $9,822,444 TO JOHNSON CONTROLS, INC.; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME, AND TO EXERCISE ALLOWANCE ACCOUNT, RENEWAL, CANCELLATION AND TERMINATION PROVISIONS THEREOF**

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby approves award of a contract for Maintenance of Satellite Transit Shuttle at Miami International Airport, Project No. ITB MDAD 01-07, in substantially the form attached hereto and made a part hereof, in an amount not to exceed $9,822,444, to Johnson Controls, Inc., and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise allowance account, renewal, cancellation and termination provisions thereof.

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

Bruno A. Barreiro, Chairman absent
Barbara J. Jordan, Vice-Chairwoman absent

| | | | |
|---|---|---|---|
| Jose "Pepe" Diaz | aye | Audrey M. Edmonson | aye |
| Carlos A. Gimenez | aye | Sally A. Heyman | nay |
| Joe A. Martinez | aye | Dennis C. Moss | aye |
| Dorrin D. Rolle | aye | Natacha Seijas | absent |
| Katy Sorenson | aye | Rebeca Sosa | absent |
| Sen. Javier D. Souto | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DMM

David M. Murray

**Harvey Ruvin**
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida

**CLERK OF THE BOARD OF COUNTY COMMISSIONERS**
STEPHEN P. CLARK MIAMI-DADE GOVERNMENT CENTER
SUITE 17-202
111 N.W. 1st Street
Miami, FL 33128-1983
Telephone: (305) 375-5126
Fax: (305) 375-2484

December 27, 2007

Joseph M. Goldstein, Esq.
Alexander P. Heckler, Esq.
Shutts & Bowen, LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

Re: Bid Protest – ITB No. MDAD-01-07
Maintenance of Satellite Transit Shuttle at MIA

Dear Messrs. Goldstein and Heckler:

Pursuant to Section 2-8.4 of the Code and Administrative Order 3-21, forwarded for your information is a copy of the Findings and Recommendations filed by the hearing examiner in connection with the foregoing bid protest which was held on December 18, 2007.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,
HARVEY RUVIN, Clerk
Circuit and County Courts

By _____
Kay Sullivan, Director
Clerk of the Board Division

KS:do
Attachment

cc: George Burgess, County Manager (via facsimile)
Yesla Llort, Assistant County Manager (via facsimile)
Hugo Benitez, Assistant County Attorney (via facsimile)
David Murray, Assistant County Attorney (via facsimile)
Jose Abreu, Director, Miami-Dade Aviation Department (via facsimile)
Lenora Allen-Johnson, Aviation Sr. Procurement Contract Officer (via facsimile)
Marie Clark-Vincent, Miami-Dade Aviation Department (via facsimile)
Bobbie Jones-Wilfork, Miami-Dade Aviation Department (via facsimile)
Stephen Lowe, Attorney representing Johnson Controls, Inc. (via facsimile)

CLERK OF THE BOARD
2007 DEC 27 PM 12:46
CLERK, CIRCUIT & COUNTY COURTS

METROPOLITAN MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

**FINDINGS AND RECOMMENDATIONS OF HEARING EXAMINER**
*Pursuant to Section 2-8.4 Miami-Dade County Code and Administrative Order 3-21*

*IN RE: INVITATION TO BID MDAD-01-07*

*MAINTENANCE OF SATELLITE TRANSIT SHUTTLE AT MIA*

*PROTEST OF BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.*

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Pursuant to Section 2-8.4 of the Code of Miami-Dade County, the above-styled protest was referred to the undersigned Hearing Examiner. A hearing was conducted on December 18, 2007 at Miami International Airport Terminal Building in Miami-Dade County, Florida. Having reviewed and considered the documents and evidence presented at the hearing, submissions of the parties and argument of counsel, the undersigned hearing examiner makes the following findings of fact and recommendations.

## FINDINGS OF FACT

1. This matter concerns Miami Dade County Invitation to Bid MDAD 01-07, Maintenance of Satellite Transit Shuttle at MIA ("the Bid"). The Bid sought a vendor to provide maintenance services to a train system used at Miami International Airport. See Exhibit 2 Tab 1.[1] That train was originally installed by Bombardier, and runs on Bombardier CX-100 equipment. See Transcript at 46.[2]

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[1] Exhibit 2 to the hearing is a composite Exhibit composed of numerous tabbed documents. References to Exhibit 2 are therefore to the Exhibit, Tab Number, and, if necessary, the page number of the tabbed document.
[2] References to "Transcript" are to the Transcript and page number of proceedings held on December 18th, 2007. A copy of this transcript is incorporated herein by reference in its totality.

2. The Bid specified that Miami Dade County (the County) would award a contract to the responsive, responsible bidder who bid the lowest price for the maintenance services. See Exhibit 2 Tab 1 at ¶ 14.01.

3. The Bid required that the bidder's proposed key personnel must have direct experience with the maintenance of Automated People Mover Systems and direct experience with Bombardier C-100 or CX-100 technology. The Bid also required the bidder to provide reference for key personnel proposed for the project. See Exhibit 2 Tab 1 at ¶ 4.01.

4. The Bid does not specify who a bidder must list as its "key personnel." There is no requirement in the Bid that key personnel be on-site for the duration of the contract. See Id.

5. The County received two bids: one from Bombardier Transportation Holdings ("Bombardier) and the other from Johnson Controls Inc. ("JCI") Bids were opened on September 7th, 2007.

6. JCI submitted the lowest bid, with a price of $9,822,444.00. Bombardier's bid was $11,386,096.00. See Exhibit 2 Tab 5 at BF-3; Exhibit 2 Tab 9 at BF-3.

7. JCI's bid indicated that it has over twenty years of experience maintaining an APM system at Houston International Airport. See Exhibit 2 Tab 5 at 46. JCI has additionally, since 2006, been maintaining a Bombardier CX-100 train systems at Houston International Airport. Id. JCI additionally provided resumes for the people it listed as "key personnel." Of those key personnel, three were previous Bombardier employees with experience working with Bombardier technology. See Id at 49-50. Four of the personnel listed as key personnel worked on the train systems at Houston International Airport. See Id at 49-50.

8. As part of its proposal, JCI indicated that it would utilize a "transition team to support the project start up and make the transition seamless". JCI provided a resume for each of the "key players" currently working for JCI. See Id at 49-50, 51-56.

9. Arthur Buck, the APM Project Manager for Miami International Airport, reviewed JCI's bid to determine whether or not it demonstrated it had the requisite experience. See Transcript at 92. Reviewing the resumes of JCI's key personnel, Mr. Buck determined that JCI's employees met the minimum qualifications. See Transcript at 93.

10. Mr. Buck additionally contacted Houston International Airport, which indicated to Mr. Buck that JCI's work was satisfactory. See Transcript at 93. Mr. Buck additionally contacted personnel with the consulting firm of Lea+Elliot; this firm specializes in train systems. See Transcript at 75-75, 93-94. Members of this firm indicated to Mr. Buck that JCI had the capability to perform the contract. Id.

11. The County determined that JCI was qualified as per the Bid.

12. The bids of both Bombardier and JCI requested that certain terms be negotiated. The County indicated to JCI that negotiations were inappropriate, and demanded that JCI sign the bid without alteration.

13. JCI signed the Bid without alteration.

14. The County additionally requested an opinion from the County Attorney's Office as to whether the request to negotiate by JCI rendered its bid non-responsive. See Exhibit 2 Tab 10.

15. On November 9, 2007 the County Attorney's Office determined that the bid was responsive. See Exhibit 2 Tab 10.

16. On November 29, 2007 the County recommended award to JCI as the lowest responsive responsible bidder. See Exhibit 2 Tab 2.

17. A month after bids were opened, but before the County recommended JCI for award, JCI requested, pursuant to the Florida Public Records law, that it be permitted to see various documents detailing the current operation. See Exhibit 2 Tab 17. The County permitted JCI to inspect these documents, but did not copy the Clerk of the Court on its response to JCI. See Transcript at 131. County staff had no substantive discussions with JCI regarding the bid during this inspection. See Transcript at 127.

18. Bombardier timely filed this protest on the following grounds: 1) JCI is ineligible for the award because it does not meet the minimum requirements; 2) JCI failed to identify any on-site personnel who met the minimum qualifications; 3) Miami-Dade Aviation Department repeatedly gave JCI preferential treatment by granting an extension to JCI for making a request for interpretation or correction just two days before the submittal deadline and by allowing JCI to withdraw its bid clarifications and exceptions after having filed them with its proposal; and 4) JCI violated the Cone of Silence.

## STANDARD OF REVIEW

The County's contracting decision may be overturned only if that decision is arbitrary or capricious, or if it is the product of dishonesty, fraud, illegality, oppression, or misconduct. See Liberty County v. Baxter Asphalt & Concrete, Inc., 421 So.2d 505, 507 (Fla. 1982); City of Cape Coral v. Water Services of American, Inc., 567 So.2d 510 (Fla. 2nd DCA 1990). "A public body has wide discretion in soliciting and accepting bids for public improvements and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear erroneous or if reasonable persons may disagree." Baxter Asphalt & Concrete, Inc.,



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421 So.2d at 507 (Fla. 1982); See Also Dept. of Trans. v. Grove-Watkins Constructors, 530 So.2d 912, 914 (Fla. 1988); Miami-Dade County v. Church and Tower Inc., 715 So.2d 1084, 1089 (Fla. 3rd DCA 1998) (where bid award decision is based on facts reasonably tending to support it, courts should not interfere, even if decision may appear incorrect).

Absent a showing of fraud, illegality, oppression, misconduct, or arbitrary or capricious conduct, the lowest responsive, responsible bidder on a public solicitation is entitled to award. See Robinson Electric v. Dade County, 417 So.2d 1032 (Fla. 3rd DCA 1982).

An arbitrary decision is one not supported by facts or logic. A capricious action is one taken without thought or reason or irrationally. See Agrico Chemical Co. v. Department of Environmental Regulation, 365 So.2d 759, (Fla. 1st DCA 1978).

## CONCLUSIONS

As to JCI's first ground for protest, the Hearing Examiner concludes that the County did not act arbitrarily in determining that the lowest bidder, JCI, met the minimum requirements as set forth in the Invitation To Bid. JCI's bid established that it has over twenty years of experience maintaining an APM system at Houston International Airport and, since 2006 has been maintaining a Bombardier CX-100 train system at Houston International Airport. Moreover, the County's independent investigation of JCI's ability to do the work indicated that JCI had the skill and ability to perform on the bid.

As to JCI's second ground for protest, the Hearing Examiner concludes that the County did not act arbitrarily in concluding that the requirements for the listing of "key personnel" were met. The Bid requires that the bidder demonstrate that its key personnel have experience with CX-100 technology. JCI listed six individuals as its key personnel. Of these, four have

experience at Houston International Airport, where JCI currently maintains a CX-100 train system. Additionally three of the listed personnel are former Bombardier employees.

The bid does not require that key personnel be on-site personnel. JCI has proposed to use its listed personnel to staff and train a local team.

The Hearing Examiner rejects Bombardier's protest on the third ground for the following reasons:

The County's decision to grant JCI's request for an extension of time to file additional requests for interpretation or correction does not reflect preferential treatment. The time was extended for all bidders. JCI did not gain any unfair advantage by this action.

In its protest Bombardier further claims that JCI was given preferential treatment by the County allowing JCI to file a conditional bid and to allow JCI to subsequently withdraw all conditions. Since Bombardier, the only other bidder, was also allowed to file a conditional bid and was allowed to withdraw its conditions, the facts fall short of proof of preferential treatment for JCI. Furthermore, the Hearing Examiner concludes that there has been no showing that JCI enjoyed an unfair advantage in the administration of this bid process.

The Hearing Examiner rejected the fourth ground of Bombardier's protest at the conclusion of the bid protest hearing, and does hereby reaffirm the rejection of that ground.

## RECOMMENDATIONS

Based on the foregoing Findings of Fact and Conclusions, the Hearing Examiner denies the protest filed by Bombardier and concurs in the recommendation of the County Manager authorizing the County's execution of an agreement with Johnson Controls, Inc.

SUBMITTED THIS 27TH DAY OF DECEMBER, 2007.

EDWARD S. KLEIN
Hearing Examiner

This report of Findings and Recommendations of Hearing Examiner is being filed with the Clerk of the Board on the 27th day of December, with directions to mail a copy to Bombardier, the County Attorney's office and all other interested parties.

# CONTRACT

**THIS CONTRACT** made and entered into as of the _____ day of _____,2007, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and Johnson Controls, Inc. hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated into this Contract by reference, for;

**PROJECT TITLE:** Maintenance of Satellite Transit Shuttle at MIA

**PROJECT NO:** ITB No. MDAD-01-07

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum contract amount

Nine Million, eight hundred and twenty-two thousand, four hundred and forty-four Dollars ($9,822,444.00),

consisting of the following accepted items or schedules of Work as taken from the Bid Form:

| | |
|---|---|
| Total Unit L.S. Year 1-3 (*Intitial term 1096 days*) | $4,986,000.00 |
| Total Unit L.S. Option Year 4 | $1,745,100.00 |
| General Allowance Account | $ 900,000.00 |
| Dedicated Allowance Account | $2,166,849.00 |
| Inspector General Audit Account (0.25) | $ 24,495.00 |
| TOTAL MAXIMUM CONTRACT AMOUNT | $9,822,444.00 |

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

**Johnson Controls, Inc.**

## DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation, pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Mark A. Katz
Vice President & General Manager
Region 10
507 E. Michigan Street
Milwaukee, WI 53202

to perform, on behalf of the Company, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority does not extend to:

a. the execution of surety, performance or bid bonds;
b. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company;
c. the signing, on behalf of the company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property; and

This authority shall remain in full force and effect until December 21, 2007.

Signed and sealed at Milwaukee, Wisconsin, this 22nd day of June, 2007.

Keith E. Wandell, President

Attest:

Jerome D. Okarma, Secretary

(SEAL)

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## CONTRACT (Cont'd)

**IN WITNESS WHEREOF,** the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

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

By: _____
Mayor or designee

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

CONTRACTOR (If Corporation)

Johnson Controls, Inc.
(Corporate Name)

By: _____
President

Attest: see attached
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

_____