

Memorandum



Date: October 19, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Second County Amendment to the Design Services Agreement with Harper Partners/Perez & Perez, C-D Extension Interior Finish-Out Project, Contract No. MIA-739-R-1, North Terminal Development Program

RTC
Agenda Item No. 3(C)

RECOMMENDATION

The attached Second County Amendment to the Design Services Agreement with Harper Partners/Perez & Perez (HP/PP) for the C-D Extension Interior Finish-Out Project, Contract No. MIA-739-R-1, has been prepared by the Miami-Dade Aviation Department (MDAD), and is recommended for approval.

BACKGROUND

This design services agreement was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. As the North Terminal Development (NTD) Program has evolved there have been numerous scope changes to the many projects that make up the NTD Program.

American and Turner Construction Corporation and Austin Commercial, Inc., d/b/a Turner Austin Airport Team ("TAAT") previously entered into a construction management-at-risk agreement and a construction management agreement to manage the construction work for the NTD. Pursuant to its agreement with American, TAAT subcontracted with various contractors to construct projects numbered B739F, B739H, and B741E (the Projects) for which HP/PP is the architect/engineer of record. As a result of the Fourth Amendment, American terminated TAAT's contract effective July 27, 2005. When American terminated TAAT's contract, TAAT in turn terminated its subcontracts for the projects.

The completion of these projects is integral to the completion of the overall NTD program. In order to finish the construction, the design documents for the projects must be brought up to date to reflect the already completed construction work on the projects. In effect, the revised documents would be the as-built drawings for the work completed. From the revised drawings, new drawings reflecting the specific work that remains to be completed will be developed and provided to new contractor, Parsons Odebrecht Joint Venture (POJV).

HP/PP is also the architect/engineer of record for Project No. B739G, which is currently under construction by Crompton Construction, Inc. As the architects/engineers of record, HP/PP would also perform construction administration for these projects. Construction administrative services involves periodic inspection of the actual construction work for compliance to design specifications, responding to contractor requests for information, and assuring that the contractor is maintaining marked up drawings that reflect the work completed. In addition to the construction administration services, MDAD desires to have HP/PP perform part time field representation on these projects. Although there are four different projects, their immediate proximity to each other makes it unnecessary to have full time field representation on each project.

In addition, as the Board is well aware, the NTD program is extremely complex, made more so by building over an existing facility. It is almost inevitable that conditions will be encountered in the field that will require changes in the construction plans. In projects like these, this is usually the result of the as-built drawings from previous construction projects not being updated when small changes were made through maintenance-type construction and the changed conditions are not known.

Pursuant to the contract assigned to the County by American, all of the services listed above to be performed by this design firm are considered "additional services." In the original agreement, American included \$1,188,689 for this category of services. However, as almost all of these funds have been used or are specifically earmarked, an additional \$691,000 is recommended for the additional services enumerated above.

Finally, in the first County amendment to this agreement, terms and conditions that are standard in MDAD/County contracts or are required by County ordinances and resolutions were added to the agreement. This amendment adds additional language necessary to better reflect the County's management of the agreement and associated projects.

MODIFICATION NO.: Second Amendment (County)

PROJECT: C-D Extension Interior Finish-Out Project

CONTRACT NO.: MIA-739-R-1

PROJECT LOCATION: Miami International Airport

PROJECT DESCRIPTION: Finish-out of the new gate lounges, the D-Connector lounge, domestic concourse circulation spaces, sterile corridor and stair ways for international arrivals and in-transit transfer points, passenger support facilities, Automated People Mover (APM) stations and access ways, concessions shell support services and utilities, security check points, and the extension of base building MEP/FP systems from the C-D Infill and D-Extension shell structures. Also part of this project is the finish-out of the ramp level baggage system environment, administrative offices, aircraft maintenance and operations spaces, personnel break rooms and restrooms, electrical and mechanical rooms, pre-conditioned air (PCA) and 400HZ rooms, fire command center, gate houses and other ramp support facilities. Temporary enclosure and rough-in of utilities for the concession shell spaces are included. The Design Professional will assist in the coordination, selection and location of all accessories, furniture, fixtures and equipment (FF&E).

FIRM: Harper Partners/Perez & Perez

LOCATION OF FIRM: Miami-Dade County, Florida



CONSULTANT PERFORMANCE: No information is available in the Capital Improvement Information System database for this Consultant.

CBE MEASURE AT AWARD: None

CURRENT CBE STATUS: NA

ORIGINAL AGREEMENT AMOUNT: As awarded by American \$8,157,600.00
As assigned to the County \$6,909,516.64

PREVIOUS COUNTY MODIFICATION: Contract language change only

AMOUNT OF RECOMMENDED MODIFICATION: Add \$691,000 for additional services

CLASSIFICATION FOR AMENDMENT:

- Other Agency Request Change
- Design Errors Change
- Design Omission Change
- County Requested Change
- Unforeseen/Unforeseeable Change
- Other

ADJUSTED AGREEMENT AMOUNT: \$7,600,516.64

PERCENT CHANGE THIS MODIFICATION: 10.0%

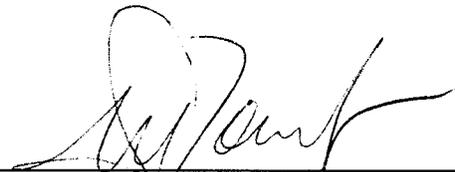
USING AGENCY: Miami-Dade Aviation Department

PROJECT MANAGER: Juan Carlos Arteaga, NTD Program Manager

FUNDING SOURCE: Airport Revenue Bonds

APPROVED AS TO LEGAL SUFFICIENCY: Yes

DBD REVIEW: Yes



Assistant County Manager

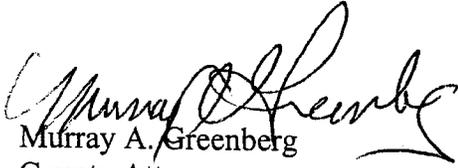


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 28, 2006

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

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 _____
Veto _____
Override _____

Mayor

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECT AT MIAMI INTERNATIONAL AIRPORT; APPROVING THE SECOND COUNTY AMENDMENT TO DESIGN SERVICES AGREEMENT WITH HARPER PARTNERS/PEREZ & PEREZ FOR THE C-D EXTENSION, INTERIOR FINISH-OUT PROJECT, CONTRACT NO. MIA-739-R-1, AUTHORIZING COUNTY MANAGER OR DESIGNEE TO EXECUTE SAME AND TO EXERCISE 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 the Second County Amendment to the North Terminal Development Design Services Agreement with Harper Partners/Perez & Perez in substantially the form attached hereto, which Amendment among other things, adds contract language and adds \$691,000 for Additional Services, all as more particularly set forth in the accompanying memorandum from the County Manager, authorizes the County Manager or his designee to execute same on behalf of the County and to exercise cancellation and termination provisions thereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro
Audrey M. Edmonson
Sally A. Heyman
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Jose "Pepe" Diaz
Carlos A. Gimenez
Barbara J. Jordan
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 28th day of November, 2006. 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: _____
Deputy Clerk

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

Deborah Bovarnick Mastin

SECOND COUNTY AMENDMENT TO THE DESIGN SERVICES AGREEMENT
WITH
HARPER PARTNERS/PEREZ & PEREZ
FOR DESIGN AND CONSTRUCTION PHASE SERVICES
FOR THE C-D EXTENSION INTERIOR FINISH-OUT PROJECT
FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS SECOND COUNTY AMENDMENT, entered into this ____ day of ____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Harper Partners/Perez & Perez, herein referred to as the "Design Professional".

WITNESSETH:

WHEREAS, on April 4, 2001, American Airlines, Inc. (American) and the Design Professional entered into Design Services Agreement MIA-739-R-1, C-D Extension Interior Finish-Out, hereinafter referred to as the "Agreement"; and

WHEREAS, the Board of County Commissioners accepted American's assignment of this Agreement pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County by Resolution No. R-735-05, passed and adopted June 21, 2005 (Fourth Amendment), and

WHEREAS, the County amended the Agreement on December 6, 2005, adding certain minimum standard Aviation Department (MDAD) and County contract provisions; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc., d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the North Terminal Development Program (NTD); and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with various contractors to construct projects numbered B739F, B739G, B739H, and B741E (the Projects) for which this Design Professional is the architect/engineer of record; and

WHEREAS, as a result of the Fourth Amendment, on June 27, 2005, American terminated TAAT's contract effective July 27, 2005; and

WHEREAS, when American terminated TAAT's contract, TAAT in turn terminated its subcontracts for the Projects; and

WHEREAS, the completion of the Projects is integral to the completion of the overall NTD; and

WHEREAS, design documents for the Projects must be statused for where construction stopped and updated based on that status so that another contractor(s) can complete the construction; and

WHEREAS, the County desires to amend the Agreement to provide funding to status and the update the design documents and to provide field representation for the completion of the Projects, as well as to make additional alterations to the Agreement provisions to better reflect MDAD's management of the Agreement and associated construction.

NOW, THEREFORE, in consideration of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, Design Professional agrees as follows:

1. Delete Articles 1.2, Project Administration, and 1.3, Project Representatives.
2. Delete Articles 2.5, 2.21, 2.25, and 2.32, the definitions of Construction Manager, North Terminal Development Team, Program Manager, and Task Order, respectively.
3. In Article s 2.11 and 2.28 delete the words "prepared by the Program Manager."
4. In Article 2.33 delete the words "selected by the Program Manager" at the end of the Article.
5. Delete Article 3.2.
6. In Article 3.3 at the end of item (a) add "prior to assumption by the County;"
7. In Article 3.11 at the end of item (c) delete the words "applicable to contracts between private parties."
8. Delete Article 4.3.
9. Delete Article 4.8.
10. In Article 9.5 in the last sentence, replace the term Construction Manager with Contractor.
11. In Article 9.6 in the second sentence that begins "Except as otherwise provided..." replace the term "Construction Manager's" with "Contractor's." All other references to Construction Manager in this Article are deleted.
12. Delete Article 12.1
13. Delete Article 14, Indemnity.
14. In Article 15.3 delete items (b) and (c).
15. Delete Articles 17.2 and 17.3.

16. Delete Article 18.1(1).
17. Delete Article 23, Confidentiality.
18. Delete Article 25.1.
19. Delete Article 32.1.
20. In Article 33.1, delete the last sentence:
21. Delete Article 34, Third party Rights.
22. Delete Article 36, Mailing Address.
23. In Article 37 add the following sub-articles:

37.2. All terms and conditions contained in this Article are in addition to the terms of the Agreement, including the twenty-nine (29) previously issued amendments by American. Where provisions elsewhere in the Agreement, as previously amended, may be contrary to or otherwise in conflict with the following terms and conditions, the terms and conditions in this section shall take precedence. All other terms and provisions of the Agreement remain in full force and effect, except as herein amended.

37.3. Except with respect to the references to “American” in Articles 26 and 37, in all other instances where American is referenced, such reference shall be construed to mean Owner; provided, however, where there are references to both American and the County and such construction would mean a reference to Owner and County, then the reference to American shall be deleted. All references to American in Articles 26 and 38 shall remain in full force and effect.

37.4. Delete all references to Construction Manager throughout the Agreement.

37.5. Replace the term Program Manager with Project Manager in all instances throughout the Agreement.

37.6. Add the following definitions:

37.6.1. “Owner” means the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

37.6.2. “Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Design Professional issues a Certificate of Substantial Completion. At this stage, all Punch List work should be able to be

completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.

37.6.3. "Task Order: means a written directive issued by the Owner to the Design Professional that authorizes or terminates work related to the Professional Services.

37.7. All Services that would otherwise be authorized by Design Order shall only be authorized by Task Order.

37.8. The term Not to Exceed Fee shall have the same meaning for each Phase Milestone or other portion of the services for which a fee is separately stated as it does for the total fee for all services to be rendered by the Design Professional under this Agreement. Payment for services and deliverables required in a Phase Milestone and/or a Task Order shall not be more than the Not to Exceed Fee for the Phase Milestone or Task Order. Should services or deliverables for a Phase Milestone and/or Task Order not be completed at the time payments to the Design Professional equal the Not to Exceed Fee for the Phase Milestone or Task Order, the Design Professional shall complete such services and deliverables at no additional cost to the Owner.

37.9. In accordance with Florida Statutes 119.071 (3) (b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

(1) The Design Professional agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed.

(2) The plans prepared by the Design Professional and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500 et al. Civil Aviation Security Rules

and other MDAD Security Procedures and when required shall bear the following warning:

Warning Notice: This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration (TSA), 400 7th Street, S.W., Washington, DC 200590 or the Federal Security Director (FSD) at Miami International Airport. Unauthorized release may result in civil penalty or other action. For U.S Government agencies, public availability to be determined under 5 U. S. C. 552.

(3) In addition to the above requirements, the Design Professional agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to:

i. Each employee of the Design Professional and its subconsultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats ("project documents") unless authorized by the Department as required in this Article.

ii. The Design Professional and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

iii. Each set of the project documents are to be numbered and the whereabouts of the Project Documents in the possession of the Design Professional and its subconsultants and subcontractors shall be tracked at all times.

iv. A log is developed to track each set of project documents logging in the date, time, and name of the individual(s) that work on or view the documents.

(4) No additional compensation shall be allowed for this provision, unless revised policies or requirements are issued.

37.10. Task Orders may also be used to cancel or terminate previously issued Task Orders or other services authorized prior to or after the effective date of this Amendment.

37.11. Subsequent to Substantial Completion and before Final Completion, the Contractor will provide to the Design Professional a copy of the resultant punch list derived from the inspection of the work. The Design Professional shall review and provide comments as to the completeness of the list within five (5) calendar days.

37.12. Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Design Professional shall indemnify and hold harmless the County, American and their officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design Professional and other persons employed or utilized by the Design Professional in the performance of this Agreement.

37.12.1. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Agreement shall hereby be interpreted as the parties' intention for the indemnification clauses and Agreement to comply with Chapter 725, Florida Statutes, as may be amended.

37.12.2. This Article shall survive expiration or termination of this Agreement.

37.13. Florida Prompt Payment Act: The Owner shall make payment in accordance with the provisions of the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes. The Owner may reject any invoice in whole or in part. If rejected, the Owner shall notify the Design Professional in writing specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices may be corrected by the Design Professional and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

37.13.1. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Design Professional. The Design Professional shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Design Professional to the Owner provided however, that the Design Professional shall not submit invoices that include charges for services by Sub-consultant(s) unless such services have been performed satisfactorily and the charges are, in the opinion of the Design Professional, payable to such Sub-consultant(s). The Design Professional shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments. No person or entity shall be a third party beneficiary to this Amendment to the Agreement.

37.13.2. In accordance with Miami-Dade County Administrative Order No. 3-19, the Design Professional shall issue prompt payments and have dispute resolution procedures in place in the event of disputed payments to small and disadvantaged business enterprises. Failure of the Design Professional to issue prompt payments, or to adhere to its dispute resolution procedures, may be cause for termination of the Agreement and/or debarment of the Design Professional in accordance with the debarment procedures of the County.

37.14. Except as may be provided elsewhere in this Agreement, the Design Professional shall treat all information related to this project as public information in compliance with the Florida Statutes, including Chapter 119, "Public Records."

37.15. The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Design Professional shall be issued by or through the Project Manager. The Design Professional shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the services or of the Work.

37.16. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either American or the Design Professional or against the County, its officers, or its employees.

37.17. The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Task Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.

37.18. All invoices, contracts, notices, and other correspondence to the Owner shall be addressed to

Project Manager
Miami-Dade Aviation Department
Mailing Address: PO Box 025504, Miami, Florida 33102-5504
Physical Location: Miami International Airport,
Building 3030, 2nd Floor
Miami, Florida 33122

24. Delete Exhibits BB and BB.1.
25. Exhibit FF, Item 4: Add the following compensation category and funds:

For Additional Services as described in Article 10, add \$691,000 to increase the Total Not To Exceed amount for Additional Services to \$1,879,689, which is inclusive of all Additional Services authorized by Change Orders MIA-739-R-1-1 through MIA-739-R-1-29.

26. Exhibit FF, Item 4, the line items under Compensation Summary are changed as follows:

Line Item	Changed By	From the Not To Exceed Amount of	To the Not To Exceed Amount of
Basic Services	\$728,658.64	\$3,075,000	\$3,803,658.64
Design Order Allowances	<\$3,165,431>	\$4,505,000	\$1,339,569.00
Reimbursable Expenses	\$0	\$577,600	\$577,000
Additional Services Allowances	\$1,879,689	\$0	\$1,879,689
Total Compensation	<\$557,083.36>	\$8,157,600	\$7,600,516.64

27. :Exhibit FF, Item 9, paragraph 4.c.: Delete the last sentence and replace with the following:

The Design Professional shall provide the County with six hard copies and two electronic versions (in AutoCAD *.dwg format or similar format) (CD media preferred) of the Plans, and six hard copies and two electronic versions in Microsoft Word or similarly readable format of the Program Manual unless otherwise directed by the County. Printing costs of these sets shall be a reimbursable expense as provided by this Agreement.

28. In the First County Amendment, Item 22, paragraph 6, replace the term Service Orders with Task Orders.
29. In the First County Amendment, Item 22, delete paragraph 3.
30. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified therein.
31. This Amendment shall become effective as of the date first written above.

CONFIDENTIALITY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF DADE

Before me, the undersigned authority appeared, DANIEL PEREZ-ZARRAGA, AIA
Who stated:

1, This affidavit is for the Proposal Documents for:

Project Name: **C-D EXTENSION INTERIOR FINISH-OUT**
Project No.: **MIA 739**

2, I am the (Sole Proprietor) (Partner) (President) (Authorized Representative) for :

HARPER PARTNERS, INC./ PEREZ & PEREZ ARCHITECTS PLANNERS, INC. JV

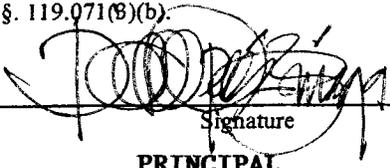
Name of Firm

2121 DOUGLAS ROAD, MIAMI, FLORIDA 33145 /

201 ALHAMBRA, SUITE 800, CORAL GABLES, FLORIDA 33134

Address of Firm

- 3. I am a licensed architect, engineer or contractor, who may perform work on or related to the above named project and have the express authority to sign this affidavit and agree to all of the conditions stated herein,
- 4. Pursuant to Florida Statutes § 119.071(3)(b), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in Florida Statutes § 119.011 are exempt" from public records to ensure the safety of government infrastructures and to ensure public safety.
- 5. By signing this affidavit, I am certifying that I understand that the records indicated in paragraph (1) above contain information related to airport facilities, and I agree to maintain the exempt status of that information in accordance with Florida Statutes §. 119.071(8)(b).



 Signature
PRINCIPAL

 Title

The above instrument was sworn to and subscribed before me this 15th day of 20⁰⁸, by DANIEL PEREZ-ZARRAGA, by AUGUST

Printed Name

() who is personally known to me,
 () who has produced _____ as identification: and who () did
 () did not take an oath.

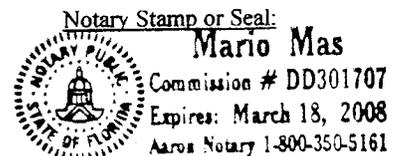
Mario O. Mas

 Signature of Notary Public

MARIO O. MAS

Print, type or stamp name of notary public

Notary Commission Number: DD 301707 My Commission Expires: 3.18.08



15

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
a political subdivision of the State of Florida

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

HARPER PARTNERS/PEREZ & PEREZ

Harper Partners, Inc.

By: _____

By: _____

Name: David M. Harper FAIA

Title: Principal

Date: 9/18/06

And

Perez & Perez Architects Planners, Inc.

By: _____

Name: Daniel Perez-Zarraga AIA

Title: Principal

Date: 9/15/06

Approved for Form and
Legal Sufficiency

By: DBM
Assistant County Attorney

9-14-06