Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

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

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

From: George M. Burgess
County Manager

Subject: Second Amendment to the Design Services Agreement with Bermello Ajamil & Partners, Inc., B-C Infill Interior Finish-Out, MIA-746-R-3, increasing the contract amount by $3,522,000

RECOMMENDATION

The attached second amendment to the design services agreement with Bermello Ajamil & Partners, Inc. (Bermello) for the B-C Infill Interior Finish-Out, Contract No. MIA-746-R-3, for the North Terminal Development (NTD) Program has been prepared by the Miami-Dade Aviation Department (MDAD) and is recommended for approval by the Board. This amendment increases the funding for the additional services and reimbursable expenses allowance accounts, as well as modifies the general terms and conditions of the agreement to be in compliance with standard County and MDAD standards.

The overall increase to the agreement is $3,522,000, bringing the total value of the agreement to $10,562,310. The funding increase of this amendment does not change the North Terminal Development (NTD) budget and is included in the Capital Improvement Program (CIP) budget. This amendment moves a portion of the CIP contingency from the budget into the agreement. Bermello will have no entitlement to the additional services money unless MDAD authorizes work via task order.

BACKGROUND

The agreement with Bermello (MIA-746-R-3) was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and the County. As the NTD Program has evolved, there have been numerous scope changes to the projects that make up the NTD Program. As a result, the contracts with design professionals on the projects have changed.

American Airlines through its contractor the Turner Austin Airport Team (TAAT), initially had two design projects under contracts with Bermello for the B-C Infill Shell and Apron (B745A) and the Infill Interior Finish-Out (B746A). The first contract (B745A) was later subdivided into three design projects. Work on these three projects commenced under TAAT, but were stopped prior to completion of the work when the County took over the NTD program from American Airlines. Shortly after the County's assumption of the NTD program, the County entered into a contract with Parson Odebrecht Joint Venture (POJV) to complete all the NTD work that had not previously started construction. The second contract with Bermello (B746A) was also subdivided. A second project, B746I B-C 3rd Level Finish Out, was created to separate work from the B746A project that could not be completed for several years until certain other work in the B746A project was completed. As neither project had begun construction, they became part of the original scope of work for POJV.

Although the County had assumed the B745B contract, it had Black/Hispanic/Women Business Enterprise participation goals and could not be monetarily amended because of the federal injunction

affecting architectural/engineering projects. Since the completion of the shell work is required for the interior work to be performed, it was decided to add this scope to this B746-R-3 contract, for which this second amendment is requested. The projects are interdependent and share the same footprint.

The remaining NTD program, of which the Bermello design projects are an integral part, continues to evolve to mitigate ramifications to the program's budget caused by the tight South Florida construction market and increases in raw materials costs. As these projects evolve, the design and construction documents for these projects have changed. Under this Second Amendment, $607,000 has been budgeted to make these document changes. Of this amount, $425,000 is for known changes and $182,000 is allocated to address issues that may arise during the course of POJV's bidding and construction of the projects. Reimbursable items such as document printing, associated with these added services are being budgeted at $75,000. When authorized by MDAD, reimbursable items would be paid only on documented actual costs to Bermello.

Additionally, construction administration services are going to be required for all the remaining work. Although funds were allocated under the original agreements for construction administration, that funding is insufficient to complete the projects due to the following:

1. Construction administration funding for projects B745A, B745B, and B745E (now referred to as consolidated B745B) was originally allocated by American at $1,312,513. Previous change orders issued by American increased this funding to $2,596,699. Construction activity on these projects has continued, therefore, only $405,200 remains to provide construction administration services through the completion of the projects, now scheduled for April 2008. In addition, after construction began, it became apparent that the complexity of the project due to the interfacing with existing facilities and the sequencing of the work required on-site staff for the review of contract documents, drawings and details in order to provide timely responses and clarifications for the resolution of issues encountered at the site. Some of the change orders expanded the basic construction administration services from the weekly site visits stipulated in the contract to more extensive full time on-site representation.

   To provide ongoing construction administration services to complete the consolidated B745B project, an additional $1,244,400 is required. Therefore, this amendment adds an additional $839,200 to the current account balance of $405,200.

2. The construction schedule on which Bermello based its original construction administration services fee for the B746A and B746I projects was 27 months. It was also based on the basic services level of periodic site visits. The latest schedule developed by the NTD Project Management Team (NTD PMT) in coordination with POJV indicates that the construction duration for these projects is 42 months. NTD PMT recommends that there should be full time site representation for these projects for the same reasons as for the B745B project. The estimated cost to add the full time site representation and to extend the construction administration services from 27 months to 42 months is $2,810,800. As $810,000 was already allocated for these services, an additional $2,000,800 is being requested to perform these services at the expanded level.

Finally, in the first County amendment to this agreement, terms and conditions that are standard in MDAD contracts or are required by County ordinances and resolutions were added to the agreement. This amendment makes additional alterations to the agreement provisions to better reflect MDAD's management of the agreement and associated construction.

MODIFICATION NO.:	Second Amendment
PROJECT:	B-C Infill Interior Finish-Out
CONTRACT NO.:	MIA-746-R-3
PROJECT LOCATION:	Miami International Airport
PROJECT DESCRIPTION:	North Terminal Development Program B-C Infill
FIRM:	Bermello Ajamil & Partners, Inc.
LOCATION OF FIRM:	Miami-Dade County, Florida
CONSULTANT PERFORMANCE:	No evaluations shown in CIIS database. Performance on existing contract is satisfactory.
CONTRACT MEASURES:	None
CONTRACT MEASURES ACHIEVED:	N/A
ORIGINAL AGREEMENT AMOUNT:	As awarded by American $4,274,425 As assigned to the County $5,624,210
PREVIOUS COUNTY MODIFICATIONS:	One (1) for $1,416,100
AMOUNT OF RECOMMENDED MODIFICATION:	$3,522,000
CLASSIFICATION FOR AMENDMENT:	County Requested Change
ADJUSTED AGREEMENT AMOUNT:	$10,562,310
PERCENT CHANGE THIS MODIFICATION FROM ASSIGNED AMOUNT:	62.6%
TOTAL PERCENT CHANGE FROM ASSIGNED AMOUNT:	87.8%
TERM OF AGREEMENT:	Five years and shall be in effect until all services are completed or until those service orders in force at the end of the five years have been completed and the services are accepted, whichever may be later. (Minimum five year term goes through October 11, 2010)

AGREEMENTS WITH THE COUNTY (PAST FIVE YEARS):	Seven (7) agreements for a total of $ 23,191,081 (see attached DBD A&E Firm History Report)
CONSULTANT PERFORMANCE:	Capital Improvements Information System (CIIS) does not list this firm. Performance on existing contract is satisfactory.
USING AGENCY:	Miami-Dade Aviation Department
MDAD PROJECT MANAGER:	Juan Carlos Arteaga
FUNDING SOURCE:	Airport Revenue Bonds. Funding for this amendment is included in the current Capital Improvements Program budget.
APPROVED AS TO LEGAL SUFFICIENCY	Yes
DBD REVIEW	Yes

Susanne M. Torriente, Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

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

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**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(C)
3-6-07

RESOLUTION NO. _____

RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECT AT MIAMI INTERNATIONAL AIRPORT; APPROVING THE SECOND COUNTY AMENDMENT TO DESIGN SERVICES AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR THE B-C INFILL INTERIOR FINISH-OUT, CONTRACT NO. MIA-746-R-3, IN AN INCREASED AMOUNT OF UP TO $3,522,000; AUTHORIZING COUNTY MAYOR 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 Bermello Ajamil & Partners, Inc., in substantially the form attached hereto, which amendment among other things, adds contract language and adds up to $3,522,000 for additional services and reimbursable expenses, all as more particularly set forth in the accompanying memorandum from the County Manager, authorizes the County Mayor 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:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

Deborah Bovarnick Mastin

SECOND AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE B-C INFILL INTERIOR FINISH-OUT PROJECT FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS SECOND 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 Bermello Ajamil & Partners, Inc., herein referred to as the "Design Professional".

WITNESSETH:

WHEREAS, on August 31, 2001, American Airlines, Inc. (American) and the Design Professional entered into Design Services Agreement MIA-746-R-3, B-C Infill 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 Count by Resolution No. R-735-05, passed and adopted June 21, 2005, and

WHEREAS, this Agreement was first amended by the County on October 11, 2005, by Resolution R-1088-05 increasing the funds available for design and construction phase services for changes in the scope of the work and for unforeseen project scope changes and design changes during the construction of the project for differing site and other unforeseen conditions; and

WHEREAS, the County desires to provide increased funding for Additional Services and Reimbursable Expenses to cover the cost of numerous design changes, extended construction administration, and additional threshold inspections, as well as to make modifications to the Agreement's terms and conditions to bring the Agreement into compliance with standard County and Miami-Dade Aviation Department (MDAD) standards.

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, 2.26, and 2.33, the definitions of Construction Manager, North Terminal Development Team, Program Manager, and Task Order, respectively.

3. In Article s 2.11 and 2.29 delete the words "prepared by the Program Manager."

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4. In Article 2.34 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 37, Mailing Address.

23. In Article 38 add the following sub-articles:

38.2. All terms and conditions contained in this Article are in addition to the terms of the Agreement, including the nine (9) 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.

38.3. Except with respect to the references to "American" in Articles 26 and 38, 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.

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

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

38.6. Add the following definitions:

38.6.1. "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.

38.6.2. "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.

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

38.7. 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.

38.8. 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 <u>when required</u> 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 38.8.

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.

38.9. 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.

38.10. 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.

38.10.1. 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.

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

38.11. 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.

38.11.1. 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.

38.11.2. 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.

38.12. Living and traveling expenses of employees and principals of the Design Professional and its subconsultants, when away from Miami-Dade County on business in conjunction with the Services and authorized in advance by Task Order, shall be limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

38.13. 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."

38.14. 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.

38.15. 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.

38.16. 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.

38.17. 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. Exhibit FF, Item 4, Reimbursables:

(1) Add the line item:

Additional Services Reimbursables $75,000

(2) Increase the Total Reimbursables from $530,278 to $605,278

25. Exhibit FF, Item 4, Additional Services, increase the Additional Services Not To Exceed Amount from $562,000 to $4,009,000

26. Exhibit FF, Item 4, Compensation Summary:

(1) Increase the line item Reimbursables from $530,278 to $605,278

(2) Increase the line item Additional Services from $562,000 to $4,009,000

(3) Increase Total Compensation (Not To Exceed Fee Including Reimbursables and Additional Services) from $7,040,310 to $10,562,310.

27. Delete Exhibit BB.

28. Add the following sentence to First Amendment Item 20, paragraph 2:

This provision shall apply retroactively from August 31, 2001, the effective date of this Agreement

29. Delete Item 20 paragraph 3 from the First Amendment.

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 Miami-Dade.

Before me, the undersigned authority appeared, Luis Ajamil
Who stated:

1, This affidavit is for the Proposal Documents for:

Project Name:
Project No.:

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

Bermello, Ajamil & Partners, Inc.
Name of Firm

2601 S. Bayshore Drive, Miami
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(3)(b).

Signature

President
Title

The above instrument was sworn to and subscribed before me this 22nd of November day of 2006, by

Luis Ajamil
Printed Name

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

Michelle C Kolodny
Signature of Notary Public

MICHELLE C. KOLODNY
MY COMMISSION # DD 507482
EXPIRES: April 14, 2010
Bonded Thru Notary Public Underwriters

_____
Print, type or stamp name of notary public

Notary Commission Number: _____ My Commission Expires: _____

Notary Stamp or Seal:

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:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

BY ITS BOARD OF COUNTY COMMISSIONERS

_____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

By:_____

Bermello, Ajamil & Partners, Inc.

_____

(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By:_____
Assistant County Attorney