

# Memorandum



Amended

Date: **September 4, 2007**

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

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

From: George M. Burgess  
County Manager

Subject: Award Recommendation of \$23,057,500 for Airport Signage Fabrication and  
Installation RFQ No. MDAD-05-01 **R#952-07**

**This item was amended to remove delegation language in the second paragraph of the recommendation section of the Manager's memorandum regarding the Mayor's authority over certain provisions of the contract and to require that the Board be apprised before staff exercises any cancellation, termination and/or renewal provisions.**

## **RECOMMENDATION**

It is recommended that the Board award four (4) non-exclusive contracts in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof, for the Airport Signage Fabrication and Installation project for the Miami-Dade Aviation Department (MDAD), to the following qualified firms:

1. Acolite Claude United Sign Co., Inc.
2. Broadway Neon Sign Corp.
3. Baron Sign Manufacturing
4. Architectural Graphics, Inc.

It is recommended that the Board authorize the Mayor or his designee to execute the contracts. The award of each project during the bidding process shall be made to a contractor based on the lowest responsive and responsible bid for a particular signage project. None of the companies are guaranteed any work through this process.

## **SCOPE**

The impact of this agenda item is countywide in nature as it relates to the total Miami-Dade aviation system.

## **FISCAL IMPACT/FUNDING SOURCE**

The amount authorized for the Airport Signage Fabrication and Installation contracts is \$23,057,500, which includes the inspector general audit account of \$57,500. The total program expenditures for all four (4) contracts during the contract term, including any extensions, will not exceed \$23,000,000 in the aggregate and will be paid from revenue bonds and operating funds.

## **TRACK RECORD/MONITOR**

Acolite Claude United Sign Co., Inc., has had four (4) previous contracts with MDAD. Their track record, to date, is satisfactory. Broadway Neon Sign Corp., Baron Sign Manufacturing and Architectural Graphics, Inc. have not previously contracted with MDAD or Miami-Dade County.

All projects under this contract will be monitored by Airport Signage Chief Richard Garcia, R.A.

## **BACKGROUND**

On September 22, 2006, MDAD advertised a Request for Qualifications for this project for no more than four (4) qualified firms to provide airport signage fabrication and installation services, as may be required, at the Miami-Dade County operated airports. The signage fabrication and installation work requested will include the fabrication of signs, engineering, obtaining permits, and installation. The types of signs required will include, but are not limited to, internally illuminated interior and exterior directional signs, interior and exterior static signs, roadway signage, parking garage signage, airfield signage, Americans with Disabilities Act (ADA) signage, identification signage, tactile and braille signage. Some signage work will also require night installation to avoid disruption of airport operations or landside activities.

On November 15, 2006, five (5) responses were received in response to the advertisement for this project from: Acolite Claude United Sign Co.; Broadway Neon Sign Corp; Baron Sign Manufacturing; Architectural Graphics, Inc.; and Big Apple Visual Group.

The review of the five (5) responses received by the Evaluation/Selection Committee determined that Big Apple Visual Group did not meet the minimum qualifications and, therefore, was found non-responsive by the County Attorney's Office. The Evaluation/Selection Committee then proceeded to recommend the remaining responsive/responsible firms for award.

Upon the Board's approval and final execution of the contracts, the contractors will be authorized to participate in the internal bidding process outlined in the contracts. Each of the four (4) contractors will participate in the internal bidding process, which will be initiated as projects are identified.

<b>TERM:</b>	The contract term is four (4) years with an option by MDAD to extend the term for two (2) one-year terms.
<b>CONTRACT AMOUNT:</b>	The amount authorized for the Airport Signage Fabrication and Installation contracts is \$23,057,500, which includes the inspector general account of \$57,500.00. The total program expenditures for all four (4) contracts during the contract term, including any extensions, will not exceed \$23,000,000 in the aggregate.
<b>SOURCE OF FUNDING:</b>	Airport Capital Improvement Program
<b>MANDATORY CLEARING HOUSE:</b>	No
<b>RESPONSIBLE WAGE/MINIMUM WAGES:</b>	Yes
<b>ART IN PUBLIC PLACES:</b>	Not Applicable
<b>CONTRACT MEASURE:</b>	The Review Committee established this project as a CSBE "No Measure".

**COMMUNITY WORKFORCE  
PROGRAM:**

29% Goal

**ALLOWANCES/CONTINGENCY  
ACCOUNT:**

Will be addressed as applicable in the individual Work Orders.

**USING AGENCY:**

Miami-Dade Aviation Department

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**FIRM(S)**

Acolite Claude United Sign Co., Inc.  
540 West 83<sup>rd</sup> Street  
Hialeah, Florida 33014

**SUBCONSULTANTS/SUPPLIERS** Pan Am Supply Co.

**COMPANY PRINCIPALS** Paul J. Yesbeck, President

**OWNERSHIP** Paul J. Yesbeck, White/Male - 50% ownership  
Chet Diffenderfer, White/Male - 50% ownership

**PREVIOUS COUNTY CONTRACTS** Four (4) @ \$1,214,878.00

**YEARS IN BUSINESS** Twelve (12) Years

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**FIRM**

Broadway Neon Sign Corp.  
2150 Fifth Avenue  
Ronkonkoma, NY 11779

**SUBCONSULTANTS/SUPPLIERS** None

**COMPANY PRINCIPALS** William E. Paparella

**OWNERSHIP** William E. Paparella, White/Male 100% owned

**PREVIOUS COUNTY CONTRACTS** None

**YEARS IN BUSINESS** Sixteen (16) Years

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**FIRM**

Baron Sign Manufacturing  
900 13<sup>th</sup> Street West  
Riviera Beach, Florida 33404

**SUBCONTRACTORS/SUPPLIERS** Hypower  
Trans-Lux

**COMPANY PRINCIPALS** Sandra Foland  
Gerald Foland

OWNERSHIP Sandra Foland, Female/White - 52% ownership  
Gerard Foland, Male/White - 48% ownership

PREVIOUS COUNTY CONTRACTS None

YEARS IN BUSINESS Twenty Three (23) Years

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**FIRM** Architectural Graphics, Inc  
2655 International Pkwy  
VA Beach, VA 23452

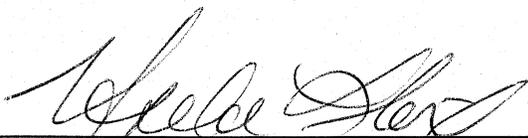
SUBCONTRACTORS/SUPPLIERS Carter & Burgess, Inc.  
Daktronics, South Dakota  
Economy Signs & Banners

OWNERSHIP David Ramsay White/Male – 51% ownership  
Jim Raynor White/Male – 25% ownership  
ESOP (Employee Stock Ownership Prog.) – 24%

COMPANY PRINCIPALS Phil Morgan

PREVIOUS COUNTY CONTRACTS None

YEARS IN BUSINESS Thirty Seven (37) Years



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Assistant County Manager

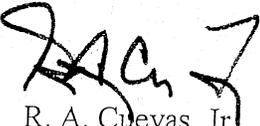


# MEMORANDUM

(Revised)

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

DATE: September 4, 2007

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

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

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 \_\_\_\_\_

Amended  
Agenda Item No. 8(A)(1)(H)  
9-4-07

RESOLUTION NO. 952-07

RESOLUTION APPROVING FOUR NON-EXCLUSIVE CONTRACTS FOR THE MIAMI-DADE AVIATION DEPARTMENT, AIRPORT SIGNAGE FABRICATION AND INSTALLATION, PROJECT NUMBER RFQ MDAD 05-01 TO ACOLITE CLAUDE UNITED SIGN CO., INC., BROADWAY NEON SIGN CORP., BARON SIGN MANUFACTURING AND ARCHITECTURAL GRAPHICS, INC., FOR A MAXIMUM CONTRACT AMOUNT OF \$23,057,500, WHICH INCLUDES \$57,500 FOR THE INSPECTOR GENERAL AUDIT ACCOUNT, WITH A TERM OF 4 YEARS WITH AN OPTION TO EXTEND FOR 2 ONE-YEAR TERMS, PROVIDED HOWEVER THAT THE TOTAL EXPENDITURE AMOUNT TO CONTRACTORS HEREIN WILL NOT EXCEED \$23,000,000 FOR ALL FOUR CONTRACTS IN THE AGGREGATE, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SAME

**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 four non-exclusive contracts for Airport Signage Fabrication and Installation Project Number RFQ MDAD 05-01 to Acolite Claude United Sign Co., Inc., Broadway Neon Sign Corp., Baron Sign Manufacturing, and Architectural Graphics, Inc., in a maximum contract amount of up to \$23,057,500, which includes the Inspector General audit account of \$57,500, with a term of four (4) years with an option to extend for two (2) one-year terms, provided however that the total expenditure amount authorized herein will not exceed \$23,000,000 for all four contracts in the aggregate, all as more particularly set forth in the attached memorandum from the County Manager; and authorizes the Mayor or designee to execute the same on behalf

of the County in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof and requires the Mayor or designee to apprise the Board before acting on the cancellation, termination and renewal provisions contained therein.

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of September, 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

Approved by County Attorney as  
to form and legal sufficiency.

CAL

By: \_\_\_\_\_  
Deputy Clerk

Cynji Lee

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## NON-EXCLUSIVE CONTRACT

**THIS NON-EXCLUSIVE 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 Architectural Graphics, 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:** Airport Signage, Fabrication and Installation

**PROJECT NO:** MDAD-05-01

The Contractor acknowledges that it has submitted a Qualification Statement to the County for providing services as required by this Non-Exclusive Contract and that said Qualification Statement, not inconsistent with the terms of this Non-Exclusive Contract which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The term of this Non-Exclusive Contract shall be for four (4) years commencing on the date set forth above. In addition, Miami-Dade Aviation Department may, at its sole discretion, exercise two (2) one-year options to extend the term for an additional year to complete all authorized Work initiated by Work Order during the term of the Contract, provided that such Work Order is issued prior to the expiration of the Non-Exclusive Contract.

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.

The County does not guarantee that any approved Contractor(s) will be awarded any Work. All Work under these contracts will be awarded through competitive bidding procedures which are described in Article 5 of the General Conditions.

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, the lump sum fee or unit price fee stated in the Work Order authorizing the Work for each project. Payment will be contingent upon satisfactory installation and acceptance of the Work.

The total of all payments to the Contractor(s) awarded Contract(s) shall not exceed the shared amount of \$23,000,000. The Contract also contains \$57,500.00 for the Inspector General audit account for a total of \$23,057,500.00 for the four (4) year term, including up to two Contract extensions of one year each, at the County's option. Nothing contained herein shall obligate the County to make any payments to any Contractor(s), except by issuance of Work Orders.

NON-EXCLUSIVE 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,

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

\_\_\_\_\_  
Approved for Form and Legal Sufficiency

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President

\_\_\_\_\_  
(Assistant County Attorney)

Attest: \_\_\_\_\_  
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

(B) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

Architectural Graphics, Inc  
\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President David W. Ramsay

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary James W. Raynor III

Attest \_\_\_\_\_  
Secretary

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

NAME OF MANAGING JOINT VENTURER:

(CORPORATE SEAL)

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_  
\_\_\_\_\_

## NON-EXCLUSIVE CONTRACT

**THIS NON-EXCLUSIVE 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 Baron Sign Manufacturing 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:** Airport Signage, Fabrication and Installation

**PROJECT NO:** MDAD-05-01

The Contractor acknowledges that it has submitted a Qualification Statement to the County for providing services as required by this Non-Exclusive Contract and that said Qualification Statement, not inconsistent with the terms of this Non-Exclusive Contract which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The term of this Non-Exclusive Contract shall be for four (4) years commencing on the date set forth above. In addition, Miami-Dade Aviation Department may, at its sole discretion, exercise two (2) one-year options to extend the term for an additional year to complete all authorized Work initiated by Work Order during the term of the Contract, provided that such Work Order is issued prior to the expiration of the Non-Exclusive Contract.

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.

The County does not guarantee that any approved Contractor(s) will be awarded any Work. All Work under these contracts will be awarded through competitive bidding procedures which are described in Article 5 of the General Conditions.

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, the lump sum fee or unit price fee stated in the Work Order authorizing the Work for each project. Payment will be contingent upon satisfactory installation and acceptance of the Work.

The total of all payments to the Contractor(s) awarded Contract(s) shall not exceed the shared amount of \$23,000,000. The Contract also contains \$57,500.00 for the Inspector General audit account for a total of \$23,057,500.00 for the four (4) year term, including up to two Contract extensions of one year each, at the County's option. Nothing contained herein shall obligate the County to make any payments to any Contractor(s), except by issuance of Work Orders.

NON-EXCLUSIVE 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,

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

Approved for Form and Legal Sufficiency

*Baron Stone Manufacturing*  
\_\_\_\_\_  
(Corporate Name)  
By: *Ronald Ward*  
\_\_\_\_\_  
President

\_\_\_\_\_  
(Assistant County Attorney)

Attest: *Sandra Toland*  
\_\_\_\_\_  
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

(B) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

Attest \_\_\_\_\_  
Secretary

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

NAME OF MANAGING JOINT VENTURER:

(CORPORATE SEAL)

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_  
\_\_\_\_\_

## NON-EXCLUSIVE CONTRACT

**THIS NON-EXCLUSIVE 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 Broadway Neon Sign Corp. 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:** Airport Signage, Fabrication and Installation

**PROJECT NO:** MDAD-05-01

The Contractor acknowledges that it has submitted a Qualification Statement to the County for providing services as required by this Non-Exclusive Contract and that said Qualification Statement, not inconsistent with the terms of this Non-Exclusive Contract which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The term of this Non-Exclusive Contract shall be for four (4) years commencing on the date set forth above. In addition, Miami-Dade Aviation Department may, at its sole discretion, exercise two (2) one-year options to extend the term for an additional year to complete all authorized Work initiated by Work Order during the term of the Contract, provided that such Work Order is issued prior to the expiration of the Non-Exclusive Contract.

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.

The County does not guarantee that any approved Contractor(s) will be awarded any Work. All Work under these contracts will be awarded through competitive bidding procedures which are described in Article 5 of the General Conditions.

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, the lump sum fee or unit price fee stated in the Work Order authorizing the Work for each project. Payment will be contingent upon satisfactory installation and acceptance of the Work.

The total of all payments to the Contractor(s) awarded Contract(s) shall not exceed the shared amount of \$23,000,000. The Contract also contains \$57,500.00 for the Inspector General audit account for a total of \$23,057,500.00 for the four (4) year term, including up to two Contract extensions of one year each, at the County's option. Nothing contained herein shall obligate the County to make any payments to any Contractor(s), except by issuance of Work Orders.

NON-EXCLUSIVE 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,

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

**Broadway National**

(Corporate Name)

Approved for Form and Legal Sufficiency

By: \_\_\_\_\_  
President

(Assistant County Attorney)

Attest: \_\_\_\_\_  
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:  
**Broadway Sign and Lighting**

(B) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

(Corporate Name)

(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
\_\_\_\_\_

## NON-EXCLUSIVE CONTRACT

THIS NON-EXCLUSIVE 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 Acolite Claude Sign Co., 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:** Airport Signage, Fabrication and Installation

**PROJECT NO:** MDAD-05-01

The Contractor acknowledges that it has submitted a Qualification Statement to the County for providing services as required by this Non-Exclusive Contract and that said Qualification Statement, not inconsistent with the terms of this Non-Exclusive Contract which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The term of this Non-Exclusive Contract shall be for four (4) years commencing on the date set forth above. In addition, Miami-Dade Aviation Department may, at its sole discretion, exercise two (2) one-year options to extend the term for an additional year to complete all authorized Work initiated by Work Order during the term of the Contract, provided that such Work Order is issued prior to the expiration of the Non-Exclusive Contract.

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.

The County does not guarantee that any approved Contractor(s) will be awarded any Work. All Work under these contracts will be awarded through competitive bidding procedures which are described in Article 5 of the General Conditions.

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, the lump sum fee or unit price fee stated in the Work Order authorizing the Work for each project. Payment will be contingent upon satisfactory installation and acceptance of the Work.

The total of all payments to the Contractor(s) awarded Contract(s) shall not exceed the shared amount of \$23,000,000. The Contract also contains \$57,500.00 for the Inspector General audit account for a total of \$23,057,500.00 for the four (4) year term, including up to two Contract extensions of one year each, at the County's option. Nothing contained herein shall obligate the County to make any payments to any Contractor(s), except by issuance of Work Orders.

**NON-EXCLUSIVE 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,

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

ACOLITE CLAUDE UNITED SIGN CO. INC  
(Corporate Name)

Approved for Form and Legal Sufficiency

By: \_\_\_\_\_  
President

\_\_\_\_\_  
(Assistant County Attorney)

Attest: Chet W. [Signature]  
Secretary

**CONTRACTOR (if Partnership or Corporate Joint Venture)**

(A) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

(B) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

Attest \_\_\_\_\_  
Secretary

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

NAME OF MANAGING JOINT VENTURER:

(CORPORATE SEAL)

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_  
\_\_\_\_\_