Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2008

Agenda Item No. 14(A)(8)

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

From: George M. Burgess, County Manager

Subject: Award recommendation, Professional Services Agreement between Miami-Dade County and H.J. Ross & Associates, Inc. for MIA Runway 8R/26L Pavement Rehabilitation (Project No. E07-MDAD-02), in the amount of $3,307,949

RECOMMENDATION

It is recommended the Board approve the attached Professional Services Agreement between H.J. Ross & Associates, Inc., and Miami-Dade County in the amount of $3,307,949, and authorize the Mayor or the Mayor's designee to execute the agreement.

SCOPE

Miami International Airport (MIA) is located primarily within Commission District 6.

FISCAL IMPACT/FUNDING SOURCE

The project amount of $3,307,949 will be paid from Aviation Revenue Bonds.

TRACK RECORD/MONITOR

H.J. Ross has a 3.5 (4.0 = Superior performance) average rating for previous agreements with the County listed in the CIIS. Miami-Dade Aviation Department (MDAD) Chief Civil Engineer Ernesto Beltre will monitor the contract.

DELEGATED AUTHORITY

The authority of the Mayor/County Manager to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract includes exercising any termination provisions therein.

COMPLIANCE DATA

No violations on record.

BACKGROUND

The selected A/E Consultant shall provide the following services which include but are not limited to the pavement rehabilitation for Runway 8R/26L, including adjacent connector taxiways and associated utility adjustments. The project also includes adjustment and replacement of existing airfield lighting, pavement striping and grooving. Phasing and maintenance of aircraft traffic will be key elements of this project. Limited day time runway closure combined with restrictive night time closures will be the preferred phasing method for the project.

SELECTION PROCESS

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection and negotiation procedures, the Competitive Selection Committee held a First Tier meeting on March 27, 2008, and a Second Tier meeting on April 22, 2008, in which the three (3) firms that submitted proposals were ranked as follows:

1) H.J. Ross Associates, Inc.
2) Jacobs Engineering Group, Inc.
3) Reynolds, Smith and Hills, Inc.

The top-ranked firm, H.J. Ross Associates, Inc., was deemed to have met the qualification requirements. On April 30, 2008, the name of the top-ranked firm was submitted and a Negotiation Committee appointed on May 9, 2008. A satisfactory agreement was negotiated on July 11, 2008, with H.J. Ross Associates, Inc.

PROJECT NAME:	MIA Runway 8R/26L Pavement Rehabilitation
PROJECT NO.:	E07-MDAD-02
CONTRACT NO.:	E07-MDAD-02
PROJECT DESCRIPTION:	The scope of services includes providing design services which may include but not limited to pavement rehabilitation for Runway 8R/26L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of the milling and overlaying the majority of the asphalt pavement, isolated areas of full depth pavement reconstruction, adjustment of existing lighting, upgrade/replace the existing runway centerline lighting system and restoration of existing pavement markings. Phasing and maintenance of aircraft traffic will be key elements of the project.
PROJECT LOCATION:	Miami International Airport (MIA)
AGREEMENT AMOUNT:	$3,307,949
CONTRACT PERIOD:	1825 Days (5 years)
OPTION TO EXTEND:	None
APPROVAL PATH:	Board of County Commissioners
OCI A&E PROJECT NO:	E07-MDAD-02
USING DEPARTMENT:	Miami-Dade Aviation Department
MANAGING DEPARTMENT:	Miami-Dade Aviation Department
MAINTENANCE COST IMPACT/FUNDING:	N/A
PTP FUNDING:	No
GOB FUNDING:	No

PROPOSALS RECEIVED:	Three (3)
CONTINGENCY PERIOD:	0
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$3,299,700
BASE CONTRACT AMOUNT:	$3,307,749
CONTINGENCY ALLOWANCE:	$153,870
TOTAL DEDICATED ALLOWANCE:	$1,607,130
TOTAL AMOUNT:	$3,307,949 (Includes IG Fee)
FIRM:	H.J. Ross Associates, Inc.
COMPANY PRINCIPALS:	Richard A. Waters, P.E. Mariano O. Valle, P.E. Alvaro J. Piedrahita, P.E.
COMPANY LOCATION:	201 Alhambra Circle, Suite 900 Coral Gables, Florida 33134
YEARS IN BUSINESS:	61
PREVIOUS EXPERIENCE WITH COUNTY PAST FIVE YEARS:	Gantry Crane Electrification Value Engineering $38,172 (EDP-SP-SR-99.099) Goulds Busway Shelter $75,593 (EDP-MT-SR-TR04-GBS) Metromover Escalator Covers & Escalator Repl. $98,610 (EDP-MT-SR-TR05-MV5) Tunnel Design to Evaluate Existing Tunnel at MIA $41,870 (EDP-AV-710814-2104-A) Construction Services for Construction Inspection Services $825,000 (E05-OCI-02, B) Mooring Extension at Cruise Terminal 5 $15,000 (EDP-SP-05-009) Full Service Project Specific Professional Services for Park & Recreation Marina Improvements $1,116,500 (A05-PARK-01)

REVIEW COMMITTEE:	Meeting Date	Signoff Date
	10/31/2007	10/31/2007

RESPONSIBLE WAGES: No

AFFIRMATIVE ACTION EXPIRATION DATE: AA No. 009133 Expires February 28, 2009

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES: H.J. Ross exceeded the DBE participation from 24% (as required) to 29%:

CRJ Associates, Inc.	10%	$329,970
Nifah & Partners Consulting	7%	$230,979
Triangle Associates, Inc.	7%	$230,979
Rodolfo Ibarra, P.E. PA	5%	$164,985
TOTAL:		$956,913

MANDATORY CLEARINGHOUSE: N/A

CONTRACT MANAGER: Pedro Hernandez

PROJECT MANAGER: Ernesto Beltre

APPROVED FOR LEGAL SUFFICIENCY: Yes

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: September 16, 2008

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

SUBJECT: Agenda Item No. 14(A)(8)

Please note any items checked.

- ✓ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Bid waiver requiring County Manager's written recommendation**
- _____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**
- _____ **Housekeeping item (no policy decision required)**
- _____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(8)
9-16-08

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND H.J. ROSS ASSOCIATES, INC., FOR MIA RUNWAY 8R/26L PAVEMENT REHABILITATION, PROJECT NO. E07-MDAD-02; IN AN AMOUNT NOT TO EXCEED $3,307,949.00; AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves the Professional Services Agreement between Miami-Dade County and H.J. Ross Associates, Inc. for MIA Runway 8R/26L Pavement Rehabilitation, Project No. EO7-MDAD-02, in substantially the form attached hereto, in an amount not to exceed $3,307,949, for a term of five (5) years; all as more particularly set forth in the accompanying memorandum from the County Manager; this Board authorizes the County Mayor or his designee to execute the same for and on behalf of the County, and to exercise the termination provisions 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 16th day of September, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

David M. Murray

7

Memorandum

MIAMI-DADE COUNTY

Date: March 4, 2008

To: Amelia Cordova-Jimenez, A/E Consultant Selection Coordinator
Office of Capital Improvements Department

Ernesto Beltre,P.E. Project Manager
MDAD, Civil Environmental Engineering Division

From: Milton Collins MC
MDAD-Minority Affairs Division

Subject: Project: MIA Runway 8R/26L Pavement Rehabilitation
Project No. EO7-MDAD-02
DBE Compliance Review HAND DELIVERED

The Minority Affairs Division has completed its compliance review of the above-referenced project for compliance with the Disadvantaged Business Enterprise (DBE) Program as per the requirements of the Code of Federal Regulations (49 CFR Part 26). The contract measure applicable to this project is a DBE Subcontractor goal of 24.0%.

On February 29, 2008, the Minority Affairs Division received from the Office of Capital Improvements Department Bid documents for three (3) firms for a DBE Compliance Review (Attachment i).

1) **Reynolds, Smith and Hills, Inc.**

Reynolds, Smith and Hills, Inc. submitted the required DBE Utilization Form, the Schedule of Participation (SOP), and the DBE Letter of Intent (LOI) committing to utilize: Nova Consulting, Inc. for Construction Management/Inspection Services 10.0%; CES Consultants, Inc. for Design Service Support 14.0%; and Hillers Electrical Engineering, Inc. for Electrical Engineering and Design Services 5.0% as detailed in Table 1.

Table 1

DBE Firms	Description of Service	DBE %	Certified	LOI
Nova Consulting, Inc.	Construction Mgmt/Inspec. Serve.	10.0%	6/30/2010	YES
CES Consultants, Inc.	Design Service Support, CAD	14.0%	4/30/2010	YES
Hillers Electrical Engineering, Inc.	Electrical Eng. Design Services	5.0%	Yes, FUCP	YES
Total		**29.0%**		

Reynolds, Smith and Hills, Inc. has met the subcontractor goal of twenty-four percent (24.0%) and is in compliance with the DBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 26 (Attachment 1).

2) H.J. Ross Associates, Inc.

H.J. Ross Associates, Inc. submitted the required DBE Utilization Form, the Schedule of Participation (SOP), and the DBE Letter of Intent (LOI) committing to utilize: CRJ Associates, Inc. for Professional Engineering Services 10.0%; Nifah & Partners Consulting for Professional

Engineering Services 7.0%, Triangle Associates, Inc. for Professional Engineering Services 7.0% and Rodolfo Ibarra, PE, PA for Civil Engineering Services for 5.0% as detailed in Table 2

Table 2

DBE Firms	Description of Service	DBE %	Certified	LOI
CRJ Associates, Inc.	Professional Engineering Services	10.0%	01/31/2010	YES
Nifah & Partners Consulting	Professional Engineering Services	7.0%	04/30/2010	YES
Triangle Associates, Inc.	Professional Engineering Services	7.0%	10/31/2010	YES
Rodolfo Ibarra, PE, PA	Civil Engineering Services	5.0%	Yes, FUCP	YES
Total		**29.0%**		

H.J. Ross Associates, Inc. has met the subcontractor goal of twenty-four percent (24.0%) and is in compliance with the DBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 26 (Attachment 2).

3) Jacobs Engineering Group, Inc.

Jacobs Engineering Group, Inc. submitted the required DBE Utilization Form, the Schedule of Participation (SOP), and the DBE Letter of Intent (LOI) committing to utilize: CRJ Associates, Inc. for Design & Construction Management 18.0%; Hillers Electrical Engineering, Inc. for Electrical Engineering 5.0% as detailed in Table 3.

Table 3

DBE Firms	Description of Service	DBE %	Certified	LOI
CRJ & Associates, Inc.	Design & Construction Management	18.0%	1/31/2010	YES
Hillers Electrical Engineering, Inc.	Electrical Engineering Design Services	8.0%	Yes, FUCP	YES
Total		**26.0%**		

Jacobs Engineering Group, Inc. has met the subcontractor goal of twenty-four percent (24.0%) and is in compliance with the DBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 26 (Attachment 3).

We have verified with Small Business Development Department and Florida Unified Certification Program (FUCP) that the certifications for the DBE firms are current and valid. If any of the DBE firms listed on the Schedule of Participation as DBE Firms are found not to be eligible after award, it must be substituted in accordance with Section IV of the DBE Participation Provisions contained in the project Bid documents.

Please note that Minority Affairs staff only reviewed and addressed compliance with the DBE Program.

Should you have any questions or need additional information, please contract me at (305) 876-7971 or Abebe Tecle at (305) 876-7386.

Attachments (4)

c: J. Cosper,
N. Jolly,
T. Browne,
P. Betancourt,
A.Tecle,
R. Bruce,
Project File.

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS 2008 FEB 29 PM 2:

LIST OF RESPONDENTS

OCI Project Name: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION
OCI Project No.: E07-MDAD-02
Measures: 24% Disadvantage Business Enterprise
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 02/22/2008

Submittal No: 1
Prime Name: REYNOLDS, SMITH AND HILLS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 592986466

Subs Name	Trade Name	Subs FEIN No.
a. URS CORPORATION SOUTHERN	GREINER SOUTHERN, INC.	592087895
b. NOVA CONSULTING, INC.		650577672
c. HILLERS ELECTRICAL ENGINEERING, INC.		650469356
d. CES CONSULTANTS, INC.		650792884

Submittal No: 2
Prime Name: H.J. ROSS ASSOCIATES, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650163389

Subs Name	Trade Name	Subs FEIN No.
a. DMJM AVIATION, INC.		232499109
b. THE CORRADINO GROUP, INC.		610713040
c. CRJ & ASSOCIATES, INC.		650969527
d. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
e. TRIANGLE ASSOCIATES, INC.		650671382
f. RODOLFO IBARRA, P.E., P.A.		650738755

Submittal No: 3
Prime Name: JACOBS ENGINEERING GROUP, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 954081636

Subs Name	Trade Name	Subs FEIN No.
a. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
b. HILLERS ELECTRICAL ENGINEERING, INC.		650469356
c. CRJ & ASSOCIATES, INC.		650969527

ATTACHMENT (i)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

___X___ The bidder/offeror is committed to a minimum of __24__% DBE utilization in this Contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____% is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Reynolds, Smith and Hills, Inc.

State Registration No. L38717

By: _____ Title: VICE PRESIDENT
(Signature)

William C. Sandifer Date: 2/20/08
(Print Name)

FORM DBE-MA-1
Revised May 15, 2002

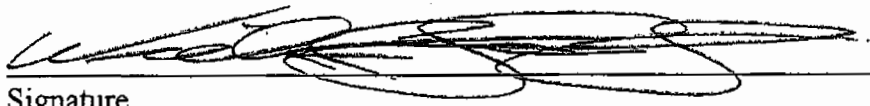
SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	$ & % OF BID/PROPOSAL
Nova Consulting, Inc.	Construction Management/Inspection Services, Permitting and Civil Engineering Support	10%
CES Consultants, Inc.	Design Service Support, CAD	14%
Hillers Electrical Engineering, Inc.	Electrical Engineering Design Services	5%

13

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.



Signature 2/20/2008

Date

William C. Sandifer, A.A.E. | Vice President | Reynolds, Smith and Hills, Inc.

Print Name | Title | Company Name

FORM DBE-MA-2 Revised May 15, 2002

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Reynolds, Smith and Hills, Inc.

Project: Miami International Airport Runway 8R/26L Pavement Rehabilitation

Contract Number: E07-MDAD-02 Total $ value & % of Bidder/Proposal: 10%

The undersigned holds DBD Certificate No. 3960 expiring on. June 30 20 10 .

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Permitting, civil engineering support and construction inspection services

Description of Services	$ value & % of Bid/Proposal
Permitting, civil engineering support and construction inspection services	10%

Total% 10%

Signature Maria J. Molina

Date 2/11/2008

Print Name Maria J. Molina P.E.

Title President

DBE Firm Nova Consulting, Inc.

FORM DBE-MA-3
Revised May 15, 2002

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Reynolds, Smith and Hills, Inc.

Project: Miami International Airport Runway 8R/26L Pavement Rehabilitation

Contract Number: E07-MDAD-02 Total $ value & % of Bidder/Proposal: 14%

The undersigned holds DBD Certificate No. _____ expiring on, _____ 20____.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Civil design support and construction inspection services

Description of Services	$ value & % of Bid/Proposal
Civil design support and construction inspection services	14%

Total% 14%

Signature _____ Date 2/11/08

Print Name Rudy M. Ortiz, P.E., CGC Title Chief Executive Officer

DBE Firm CES Consultants, Inc.

FORM DBE-MA-3
Revised May 15, 2002

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Reynolds, Smith and Hills, Inc.

Project: Miami International Airport Runway 8R/26L Pavement Rehabilitation

Contract Number: E07-MDAD-02 Total $ value & % of Bidder/Proposal: 5%

The undersigned holds DBD Certificate No. FDOT UCP expiring on, 01/08/2008.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Electrical Engineering Design Services

Description of Services	$ value & % of Bid/Proposal
Electrical Engineering Design Services	5%

Total% 5%

Signature J. Hillers

Date 02/18/2008

Print Name Paul Hillers

Title President

DBE Firm Hillers Electrical Engineering, Inc.

FORM DBE-MA-3
Revised May 15, 2002

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

__xx__ The bidder/offeror is committed to a minimum of __29__% DBE utilization in this Contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____% is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: H. J. ROSS ASSOCIATES, INC.

State Registration No.: EB0000407 (Engineering Business) - 02/28/2009

By: _____ Title: Vice President
(Signature)

By: Richard A. Waters, PE Date: Feb. 22, 2008
(Print Name)

FORM DBE-MA-1
Revised May 15, 2002

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in the contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
CRJ Associates, Inc.	Professional Engineering Services	10%
Nifah & Partners Consulting Engineers, Inc.	Professional Engineering Services	7%
Triangle Associates, Inc.	Professional Engineering Services	7%
Rodolfo Ibarra, PE, PA	Civil Engineering Services	5%
TOTAL		
		29%

81

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

Signature — Date: Feb. 22, 2008

Richard A. Waters, PE — Print Name

Vice President — Title

H.J. ROSS ASSOCIATES, INC. — Company Name

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: H. J. Ross

Project: MIA RUNWAY ER-26L PAVEMENT REHABILITATION

Contract Number: EC7-MDAD-02 **Total $ value & % of Bidder/Proposal:** 10%

The undersigned holds DBD Certificate No. 4166 **expiring on,** JAN 31 20 10.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): DESIGN AND CONSTRUCTION INSPECTION SERVICES

Description of Services	$ value & % of Bid/Proposal
DESIGN & CONSTRUCTION INSPECTION SERVICES	10%

Total% 10%

Signature [signature] **Date** 5 FEB 2008

Print Name HARRY CHRISTIE **Title** PRESIDENT

DBE Firm CRJ & ASSOCIATES, INC

FORM DBE-MA-3
Revised May 15. 2002

MIAMI-DADE

Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1970
T 305-375-3111 F 305-375-3767

miamidade.gov

Business Development

February 01, 2007

Harry Christie
CRJ & ASSOCIATES, INC.
7220 NW 36th St, Suite 408
Miami, FL 33166

CERT. NO: 4116
APPROVAL DATE(s): 02/01/2007 - DBE
EXPIRATION DATE: 01/31/2010

Dear Harry Christie:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in the categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified businesses.

While DBE certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Community Small Business Enterprise and/or Community Business Enterprise (CSBE/CBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

Marsha E. Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Transportation Planning-Avia/Airport Master Plan (DBE)
Highway Systems-Site Develop/Parking Lot Design (DBE)
Highway Systems-Highway Design (DBE)
Aviation Systems-Engineering Design (DBE)
W & S Sewer Sys-Water Dist & Sanitary Sewage Coll (DBE)
General Civil Engineering (DBE)

DBDR0020

20

February 01, 2007

Harry Christie
CRJ & ASSOCIATES, INC.
7220 NW 36th St, Suite 408
Miami, FL 33166

CERT. NO: 4116
APPROVAL DATE(s): 02/01/2007 - DBE
EXPIRATION DATE: 01/31/2010

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Engineering Construction Management (DBE)
Engineering Services (DBE)

DBDR0020

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: H.J. Ross

Project: Miami International Airport Runway 8R/26L Pavement Rehabilitation

Contract Number: E07-MDAD-02 **Total $ value & % of Bidder/Proposal:** 7%

The undersigned holds DBD Certificate No. 4006 expiring on, April 30 20 10.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Professional Engineering Services

Description of Services	**$ value & % of Bid/Proposal**
4.01 Aviation Systems – Engineering Design;	
11.00 General Structural Engineering;	
16.00 General Civil Engineering;	
17.00 Engineering Construction Management	7.0%

Total% 7.0 %

Signature Samuel N Nifah **Date** February 14, 2008

Print Name Samuel N. Nifah, P.E. **Title** President & CEO

DBE Firm Nifah and Partners Consulting Engineers, Inc.

FORM DBE-MA-3
Revised May 15, 2002

MIAMI-DADE

Carlos Alvarez, Mayor

Small Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

February 5, 2008

Samuel Nifah
NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.
12350 SW 132nd Ct, Suite 211
Miami, FL 33186

CERT. NO: 4006
APPROVAL DATE(s): 05/09/2007 - DBE
05/09/2007 - ACDBE
EXPIRATION DATE: 04/30/2010

Dear Mr. Nifah:

Small Business Development (SBD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Busn Ent (ACDBE) in the categories listed below.

This certification is valid for twelve (12) months, expiring as noted above. This certification affords your company the opportunity to benefit from participation in county contracts with small business measures. Please note the trade categories listed below. These are the only sheltered market areas that your company is eligible to bid or participate in under your current certification.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department in writing, immediately. It is of critical importance that current information regarding your company be updated. All inquiries or changes related to this certification should be directed to the SBD Certification Unit. An application for re-certification (a much shorter process) must be submitted and forwarded to this office within four (4) weeks of the referenced expiration date. Should your firm fail to re-certify, or lose its certification for any reason, the ability to work on contracts with measures will be affected.

We look forward to your participation and success in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

Penelope Townsley, Director
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Transportation Planning-Avia/Airport Master Plan (DBE, ACDBE)
Aviation Systems-Engineering Design (DBE, ACDBE)
W & S Sewer Sys-Water Dist & Sanitary Sewage Coll (DBE, ACDBE)
W & S Sewer Sys-Major Water & Sewer Pumping Facili (DBE, ACDBE)
General Structural Engineering (DBE, ACDBE)
General Civil Engineering (DBE, ACDBE)
Engineering Construction Management (DBE, ACDBE)
Engineering Services (DBE, ACDBE)
Value Analysis/Life-Cycle Costing-Aviation Systems (DBE, ACDBE)
Value Analysis/Life-Cycle Costing-Gen Structural (DBE, ACDBE)
Value Analysis/Life-Cycle Costing-Gen Civil Eng (DBE, ACDBE)
Building, Developing, And General Contracting (DBE, ACDBE)

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: H.J ROSS

Project: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

Contract Number: E07-MDAD-02 **Total $ value & % of Bidder/Proposal:** 7%

The undersigned holds DBD Certificate No. 2376 expiring on. 4/30 20 08.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Professional Engineering Services

	Description of Services	$ value & % of Bid/Proposal
4.01	Aviation Systems – Engineering Design	
17.00	Engineering Construction Management	
11.00	General Structural Engineering	7%
16.00	General Civil Engineering	

Total % 7%

Signature _____ **Date** 02/13/08

Print Name Osiris Quintana, P.E **Title** President

DBE Firm Triangle Associates Inc.

FORM DBE-MA-3
Revised May 15. 2002

MIAMI-DADE COUNTY

Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Government Information Center
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

October 25, 2007

CERT. NO: 2604
APPROVAL DATE(s): 10/19/2007 - DBE
EXPIRATION DATE: 10/31/2010

Osiris Quintana
TRIANGLE ASSOCIATES, INC.
14100 Palmetto Frontage Rd, Suite 390
Miami Lakes, FL 33016-0000

Dear Osiris Quintana:

We are pleased to inform you that the Department of Business Development is now Small Business Affairs (SBA) within the Department of Procurement Management. As a result of the review of your application and attachments submitted for certification, your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in the categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above.

While DBE certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Community Small Business Enterprise and/or Community Business Enterprise (CSBE/CBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department in writing, immediately. It is of critical importance that current information regarding your company be updated. All inquiries or changes related to this certification should be directed to the SBA Certification Unit. An application for re-certification (a much shorter process) must be submitted and forwarded to this office within four (4) weeks of the referenced expiration date. Should your firm fail to re-certify, or lose its certification for any reason, the ability to work on contracts with measures will be affected.

We look forward to your participation and success in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

Penelope Townsley
Interim Director

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Transportation Planning-Urban Area & Regional Plan (DBE)
Highway Systems-Site Develop/Parking Lot Design (DBE)
Highway Systems-Highway Design (DBE)
Highway Systems-Bridge Design (DBE)
Aviation Systems-Engineering Design (DBE)
W & S Sewer Sys-Water Dist & Sanitary Sewage Coll (DBE)
W & S Sewer Sys-Major Water & Sewer Pumping Facili (DBE)
W & S Sewer Sys-W & S Sewage Treatment Plant (DBE)
Environmental Eng-Stormwater Drainage Design Serv (DBE)
General Structural Engineering (DBE)
General Civil Engineering (DBE)
Engineering Construction Management (DBE)
Engineering Services (DBE)

DBDR0024

October 25, 2007

Osiris Quintana
TRIANGLE ASSOCIATES, INC.
14100 Palmetto Frontage Rd, Suite 390
Miami Lakes, FL 33016-0000

CERT. NO: 2604
APPROVAL DATE(s): 10/19/2007 - DBE
EXPIRATION DATE: 10/31/2010

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Highway Systems-Signing, Pavement Marking, Channel (DBE)
Highway Systems-Underwater Engineering Inspection (DBE)

DBDR0024

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: HJ Ross

Project: Miami International Airport Runway 8R/26L

Contract Number: E07-MDAD-02 **Total $ value & % of Bidder/Proposal:** 5%

The undersigned holds DBD Certificate No. _____ expiring on, June 7 20 08.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): 16.00 General Civil Engineering Services

Description of Services	$ value & % of Bid/Proposal
16.00 General Civil Engineering Services	5%

Total% 5%

Signature _____ **Date** 02-15-08

Print Name Rodolfo Ibarra, PE **Title** President

DBE Firm Rodolfo Ibarra, PE, PA

FORM DBE-MA-3
Revised May 15, 2002

27

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

October 26, 2007

Certified Mail – Return Receipt Requested

Rodolfo Ibarra, P.E., P.A.
Mr. Rodolfo Ibarra
16215 SW 117 Avenue [redacted] Unit 3
Miami FL 33177

ANNIVERSARY DATE- Annually on June 7

Dear Mr. Ibarra:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date.** You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date.** Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at http://www.bipincwebapps.com/biznetflorida/ or through The Department' website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a/ guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida is a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

JP

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	**FDOT Specialty Code & Description**
541330	941-Civil Engineering Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman

John Goodeman
DBE Certification Manager

BizNet Profile: RODOLFO IBARRA P E P A

Name: RODOLFO IBARRA P E P A
Business Description: CIVIL ENGINEERING DESIGN
Street: 16215 SW 117 AVE UNIT 3
City: MIAMI **State:** FL **Zip:** 33177
County: DADE **District:** DISTRICT SIX
Phone: (305) 232-1547 **Fax:** (305) 232-1548
E-mail: rudyeng@bellsouth.net
Work Location:
County:
District: DIST/ST WIDE
Contact: RODOLFO IBARRA
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** FDOT
First SC: 941 **First NAICS:** 54133
2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
2nd NAICS: 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:

NOTE:
OBE stands for Other Business Enterprise indicating that the firm is not certified.

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30

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES ZATION REPORT FOR CONSTRUCTION AND A/E PROJECTS

This report is required to be submitted by the tenth day or before of each month to Miami Dade County (MDC). If project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, in addition to any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

REPORTING PERIOD	
FROM:	Feb. 22, 2008
TO:	Feb. 22, 2008

PROJECT NAME:	Miami International Airport Runway 8R/26L Pavement Rehabilitation		%	DBE PROJECT MEASURE
PROJECT NUMBER:	E07-MDAD-02	PROJECTED START DATE: TBD	29%	GOAL
PROJECT LOCATION:	Miami International Airport, Florida			

PRIME CONTRACTOR	
NAME:	H.J. ROSS ASSOCIATES, INC.
ADDRESS:	201 Alhambra Circle, Suite 900 Coral Gables, FL 33134
PHONE:	305.567.1888

CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD	% COMPLETE TO DATE	COMPLETION DATE

AMOUNT OF REQUISITION THIS PERIOD: $ _____

TOTAL AMOUNT REQUISITIONED TO DATE: $ _____

LAST PAYMENT BY Miami-Dade County (MDC): $ _____

TOTAL AMOUNT PAID BY MDC: $ _____

DATE REQUISITIONED: _____

DATE OF LAST PMT. BY MDC: _____

Was last MDC pmt. within 14 days of Prime' requisition? YES ☐ NO ☐

DID LAST MDC PMT. EQUAL REQUISITION AMOUNT? YES ☐ NO ☐

IF "NO" PLEASE EXPLAIN:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) OPPORTUNITIES

NAME OF DBE	GOAL %	TIER 1,2,3, 4	CONTRACT PERIOD: START DATE	CONTRACT PERIOD: END DATE	DESCRIPTION OF WORK	SIGNED CONTRACT AGREEMENT	CONTRACT AMOUNT	AMOUNT REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMOUNT REQUITIONED TO DATE	LAST PAYMENT	LAST PAYMENT DATE	Was last pmt. within 2 days of MDC payment to Prime? (Y/N)-	PAID TO DATE
CRJ Associates, Inc.	10%				Prof. Engr. Svcs.									
Nifah & Partners Consulting Engr.	7%				Prof. Engr. Svcs.									
Triangle & Associates, Inc.	7%				Prof. Engr. Svcs.									
Rodolfo Ibarra, PE, PA	5%				Civil Engr. Svcs.									
						TOTAL								

31

Executed by:

Signature of Affiant

Richard Waters, PE

Printed Name of Affiant

February 22, 2008 — Date

305.567.1888 — Phone

Sworn before me:

This 22 Day of February 20 08

Linda J. Matsko

Notary Public

LINDA J. MATSKO
MY COMMISSION # DD 556707
EXPIRES: August 2, 2010
Bonded Thru Budget Notary Services

Revised 4/19/07

FORM DBE - 4

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

X The bidder/offeror is committed to a minimum of 26 % DBE utilization in this Contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____% is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Jacobs Engineering Group, Inc.

State Registration No. NA - Not a DBE Firm

By: _____ Title: Office Manager
(Signature)

Patrick Shortal, PE Date: February 22, 2008
(Print Name)

FORM DBE-MA-1
Revised May 15, 2002

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
CRJ & Associates, Inc.	Design & Construction Management	18%
Hillers Electrical Engineering, Inc.	Electrical Engineering	8%

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

	February 22, 2008	
Signature	**Date**	
Patrick Shortal, PE	Office Manager	Jacobs Engineering Group, Inc.
Print Name	**Title**	**Company Name**

FORM DBE-MA-2 **Revised May 15, 2002**

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: JACOBS

Project: MIA RUNWAY 9-27 PAVEMENT REHABILITATION

Contract Number: E07-MDAD-02 **Total $ value & % of Bidder/Proposal:** _____

The undersigned holds DBD Certificate No. 4116 expiring on, JAN 31 20 10.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

Description of Services	$ value & % of Bid/Proposal
DESIGN & CONSTRUCTION MANAGEMENT	18%

Total% _____

Signature _____ **Date** FEB 20, 2008

Print Name HARRY CHRISTIE **Title** PRESIDENT

DBE Firm CRJ & ASSOCIATES, INC

FORM DBE-MA-3
Revised May 15, 2002

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Jacobs Engineering Group, Inc.

Project: MIA Runway 9-27 Pavement Rehabilitation

Contract Number: E07-MDAD-02 **Total $ value & % of Bidder/Proposal:** _____

The undersigned holds DBD Certificate No. FDOT **expiring on,** 1-08 **20**09.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): Electrical Engineering

Description of Services	$ value & % of Bid/Proposal
Electrical Engineering	8%

Total% _____

Signature P. Hillens **Date** 2-14-08

Print Name Paul Hillens **Title** President

DBE Firm HILLENS ELECTRICAL ENGINEERING, INC.

FORM DBE-MA-3
Revised May 15, 2002

FIRMNAME	BUS	CODE	DESCRIPTION	CNTC	CNTC	CNTC PHONE	CERT	Exp Date
CES CONSULTANTS, INC.	DBE	1700	Engineering Construction Management	ORTIZ, P. E.	RUDY	3058272220	564	4/30/2010
CES CONSULTANTS, INC.	DBE	1600	General Civil Engineering	ORTIZ, P. E.	RUDY	3058272220	564	4/30/2010
CES CONSULTANTS, INC.	DBE	1100	General Structural Engineering	ORTIZ, P. E.	RUDY	3058272220	564	4/30/2010
CES CONSULTANTS, INC.	DBE	302	Highway Systems-Highway Design	ORTIZ, P. E.	RUDY	3058272220	564	4/30/2010
CES CONSULTANTS, INC.	DBE	309	Highway Systems-Signing, Pavement Marking,	ORTIZ, P. E.	RUDY	3058272220	564	4/30/2010
CES CONSULTANTS, INC.	DBE	305	Highway Systems-Traffic Counts	ORTIZ, P. E.	RUDY	3058272220	564	4/30/2010
CES CONSULTANTS, INC.	DBE	304	Highway Systems-Traffic Engineering Studies	ORTIZ, P. E.	RUDY	3058272220	564	4/30/2010
CRJ & ASSOCIATES, INC.	DBE	1700	Engineering Construction Management	CHRISTIE	HARRY	7863317370	579	1/31/2010
CRJ & ASSOCIATES, INC.	DBE	54133	Engineering Services	CHRISTIE	HARRY	7863317370	579	1/31/2010
CRJ & ASSOCIATES, INC.	DBE	1600	General Civil Engineering	CHRISTIE	HARRY	7863317370	579	1/31/2010
CRJ & ASSOCIATES, INC.	DBE	302	Highway Systems-Highway Design	CHRISTIE	HARRY	7863317370	579	1/31/2010
CRJ & ASSOCIATES, INC.	DBE	301	Highway Systems-Site Develop/Parking Lot Design	CHRISTIE	HARRY	7863317370	579	1/31/2010
NIFAH AND PARTNERS CONSULTING	DBE	1700	Engineering Construction Management	NIFAH	SAMUEL	3059699195	2244	4/30/2010
NIFAH AND PARTNERS CONSULTING	DBE	54133	Engineering Services	NIFAH	SAMUEL	3059699195	2244	4/30/2010
NIFAH AND PARTNERS CONSULTING	DBE	1600	General Civil Engineering	NIFAH	SAMUEL	3059699195	2244	4/30/2010
NIFAH AND PARTNERS CONSULTING	DBE	1100	General Structural Engineering	NIFAH	SAMUEL	3059699195	2244	4/30/2010
NOVA CONSULTING, INC.	DBE	1700	Engineering Construction Management	MOLINA	MARIA	3054369200	2255	6/30/2010
NOVA CONSULTING, INC.	DBE	54133	Engineering Services	MOLINA	MARIA	3054369200	2255	6/30/2010
NOVA CONSULTING, INC.	DBE	1600	General Civil Engineering	MOLINA	MARIA	3054369200	2255	6/30/2010
NOVA CONSULTING, INC.	DBE	302	Highway Systems-Highway Design	MOLINA	MARIA	3054369200	2255	6/30/2010
NOVA CONSULTING, INC.	DBE	310	Highway Systems-Lighting	MOLINA	MARIA	3054369200	2255	6/30/2010
NOVA CONSULTING, INC.	DBE	311	Highway Systems-Signalization	MOLINA	MARIA	3054369200	2255	6/30/2010
NOVA CONSULTING, INC.	DBE	309	Highway Systems-Signing, Pavement Marking,	MOLINA	MARIA	3054369200	2255	6/30/2010
TRIANGLE ASSOCIATES, INC.	DBE	1700	Engineering Construction Management	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	54133	Engineering Services	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	1001	Environmental Eng-Stormwater Drainage Design Serv	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	1600	General Civil Engineering	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	1100	General Structural Engineering	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	303	Highway Systems-Bridge Design	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	302	Highway Systems-Highway Design	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	309	Highway Systems-Signing, Pavement Marking,	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	301	Highway Systems-Site Develop/Parking Lot Design	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	312	Highway Systems-Underwater Engineering Inspection	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
TRIANGLE ASSOCIATES, INC.	DBE	101	Transportation Planning-Urban Area & Regional Plan	QUINTANA	OSIRIS	3058178443	3070	10/31/2010
HILLERS ELECTRICAL ENGINEERING	DBE	FUCP	ENGINEERING SERVICES	HILLERS	PAUL	(561) 451-4886	BOCA	CERTIFIED
RODOLFO IBARRA P E P A	DBE	FUCP	CIVIL ENGINEERING DESIGN	IBARRA	RODOLF	(305) 232-1548	MIAMI	CERTIFIED

Sources:
1) Miami-Dade County DBE Dir.
2) FUCP DBE Directory

Name	Business Description	Street	City	State	Zip	County	District	Contact	Cert Status	First NAICS
CES CONSULTANTS INC	ENGINEERING SERVICES	14750 NW 77TH COURT SUITE 360	MIAMI LAKES	FL	33016	DADE	6	RUDY M ORTIZ	Certified	Engineering Services
CRJ & ASSOCIATES INC	ENGINEERING SERVICES	7220 N.W. 36TH STREET	MIAMI	FL	33166	DADE	6	HARRY CHRISTIE	Certified	Engineering Services
HILLERS ELECTRICAL ENGINEERING INC	ENGINEERING SERVICES	23257 STATE RD 7 STE 100	BOCA RATON	FL	33433	PALM BEACH	4	PAUL HILLERS	Certified	Engineering Services
NOVA CONSULTING INC	ENGINEERING SERVICES	10486 NW 31 TERRACE	MIAMI	FL	33172	DADE	6	MARIA J. MOLINA, P.E.	Certified	Engineering Services
RODOLFO IBARRA P E P A	CIVIL ENGINEERING DESIGN	16215 SW 117 AVE UNIT 3	MIAMI	FL	33177	DADE	6	RODOLFO IBARRA	Certified	Engineering Services
TRIANGLE ASSOCIATES INC	ENGINEERING SERVICES	14100 PALMETTO FRONTAGE	MIAMI LAKES	FL	33016	DADE	6	OSIRIS QUINTANA	Certified	Engineering Services
NIFAH AND PARTNERS CONSULTING	ENGINEERING SERVICES	12350 SW 132nd Ct, Suite 211	MIAMI	FL	33186	DADE	6	SAMUEL NIFAH	Certified	Engineering Services

Memorandum

MIAMI-DADE COUNTY

Date: October 31, 2007

To: Alicia Lafarga, Procurement Manager
Bids and Contracts

From: Heather Fraser, Division Manager
Small Business Affairs DPM

Subject: Review Committee

The following items from the Review Committee on October 31, 2007 are attached.

1. Bid Preference/Selection Factor Report
2. RC Workshee
3. Federally Funded Report

Should you have any questions or need additional information, please call:

Albert Porter, Contract & Development Specialist at 305-375-3128 for Teams 3, 4 & 5, RFP/RFQ (Competitive Acquisitions, Aviation RFP/RFQ)

Barry Cowvins, Contract & Development Specialist at 305-375-3039 for DPM Teams 1, 2 & 6, IT, RFP/RFQ, Transit, Aviation, PAC (Performing Arts Center).

Cc:
DPM Supervisors
Procurement Agents
File

38

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
REVIEW COMMITTEE AGENDA

October 31 , 2007
FEDERALLY FUNDED

ITEM #	PROJECT	DEPT.	BID / REQ No.	CONTRACT MEASURE RECOMMENDATIONS			
				MEASURE / REASON	CATEGORIES	GOAL	EST. COST
	A&E						
5-01	MIA RUNWAY 8R/26L	AV	H024C-1	GOAL	DBE	24.00%	$3,100,220

Memorandum

MIAMI-DADE COUNTY

Date: October 29, 2007

To: Penelope Townsley, Interim Director
Department of Small Business Affairs

From: Howard Gregory
MDAD-Minority Affairs Division

Subject: Project: MIA Runway 8R/26L
Project No. HO24C-1
DBE Goal

HAND DELIVERED

The Disadvantaged Business Enterprise (DBE) Project is being sent to you for informational purposes, we would appreciate it being added to the next available RC agenda. As per the attached Consultant Selection Request of probable design cost estimate of $3,100,220.00 (by MDAD Civil Environmental Engineering), the subject project has a recommended DBE Goal of 24.0% or $744,053 (Attachment 1).

If additional information is needed, please call me at (305) 876-7971 or Abebe Tecle at (305) 876-7386.

Attachment (1)

cc: N. Jolly
T. Brown
M. Collins
A. Tecle
C. Corrales
R. Bruce
C. Taylor, (DBD)
A. Ferguson (DBD)
Project File

4C

MIAMI INTERNATIONAL AIRPORT

Miami-Dade Aviation Department
Minority Affairs Division
Project Worksheet

Project/Contract Title: MIA Runway 8R/26L

Funding Source: AIP (FAA)
AIP # Pending
Resubmittal Date (s):

Project No.: HO24C-1
Contract No.: E07-MDAD-02
Estimated Cost of Project/Bid: **$ 3,100,220**

Description of Project/Bid:

-This project provides the pavement rehabilitation for Runway 8R/26L at MIA, including adjacent connector taxiways and associated utility adjustments.
- The scope of work consists of the milling and overlaying the majority of the asphalt pavement, isolated areas of full depth pavement reconstruction, adjustment of existing lighting, upgrade/replace the existing runway centerline lighting system and restoration of existing pavement markings. Phasing and maintenance of aircraft traffic will be key elements of the project.

DBE Recommendation

Program	DBE Goal Percent
DBE	**24.0%**

Reason for Recommendation

This is a reasonable DBE Goal, based on the various trades identified.

Analysis for Recommendation

Subtrade	Estimated Value $	% of Items to Base Bid	Availability
Engineering Design	119,048	3.8%	16
General Structural Engineering	133,930	4.3%	18
General Electrical Engineering	59,524	1.9%	8
General Civil Engineering	267,859	8.6%	36
Engineering Construction Management	163,692	5.3%	35
Total	**$ 744,053**	**24.0%**	

Minority Affairs Recommendation

DBE Goal **24%**

Associate Director — Date 10/29/07

Project Manager — Date 10/29/07

MIAMI-DADE

Memorandum

MIAMI-DADE COUNTY

Date: August 11, 2008

To: George M. Burgess
County Manager

From: Pedro J. Betancourt, PMP
Project Manager
Miami-Dade Aviation Department

Subject: Negotiation Committee Report for Professional Services for the MIA Runway 8R/26L Pavement Rehabilitation OCI Project No. E07-MDAD-02

Attached please find six (6) copies of the proposed Professional Services Agreement for MIA Runway 8R/26L Pavement Rehabilitation for the Miami-Dade Aviation Department ("MDAD") negotiated by County staff with H.J. Ross & Associates, Inc. ("the Consultant").

DESCRIPTION OF SERVICES

The Consultant shall provide design services which may include but not be limited to pavement rehabilitation for Runway 8R/26L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of the milling and overlaying the majority of the asphalt pavement, isolated areas of full depth pavement reconstruction, adjustment of existing lighting, upgrade/replace the existing runway centerline lighting system and restoration of existing pavement markings. Phasing and maintenance of aircraft traffic will be key elements of the project.

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

The amount of the Agreement is $3,307,949 (includes IG fee) and the source of funding for the Agreement shall be Aviation Revenue Bonds Sold. The term of the Agreement shall be for five (5) years and shall be in effect until all services are completed or, until those service orders in force at the end of the stated period of time have been completed and the services accepted, whichever may be later.

CERTIFICATION, SELECTION AND NEGOTIATION PROCESS

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection and negotiation procedures, the Competitive Selection Committee held a First Tier meeting on March 27, 2008, and a Second Tier meeting on April 22, 2008, in which the three (3) firms that submitted proposals were ranked as follows:

1) H.J. Ross Associates, Inc.
2) Jacobs Engineering Group, Inc.
3) Reynolds, Smith and Hills, Inc.

The top ranked firm, H.J. Ross & Associates, Inc., was deemed to have met the qualification requirements. On April 30, 2008, the name of the top ranked firm was submitted to your office for your further consideration for negotiations of an agreement.

Subsequently, your office appointed a Negotiation Committee on May 9, 2008. A satisfactory agreement was negotiated on July 11, 2008 with H.J. Ross Associates, Inc.

A more detailed analysis of the evaluation and selection process is included in the attached competitive selection committee's report

Attachments

c: Clerk of the Board of County Commissioners

COMPETITIVE SELECTION COMMITTEE:

Amelia Cordova-Jimenez, Chairperson, OCI (non-voting)
Ernesto Beltre, MDAD
Arturo Sosa, MDAD
Vivian O. Walters, DBD
Li Gurau, MDPR
Alfredo E. Muñoz, PWD

NEGOTIATION COMMITTEE

Ernesto Beltre, MDAD
Arturo Sosa, MDAD
Vivian O. Walters, DBD

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

OCI Project No: E07-MDAD-02

Measures: 24% Disadvantage Business Enterprise

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 02/22/2008

Meeting Date: 03/27/2008

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
BELTRE, ERNESTO							
REYNOLDS, SMITH AND HILLS, INC.	(LP)	35	12	15	1	3	66
H.J. ROSS ASSOCIATES, INC.	(LP)	44	14	15	4	5	82
JACOBS ENGINEERING GROUP, INC.	(LP)	47	17	15	5	5	89
GURAU, LI							
REYNOLDS, SMITH AND HILLS, INC.	(LP)	42	17	19	1	5	84
H.J. ROSS ASSOCIATES, INC.	(LP)	49	19	17	3	5	93
JACOBS ENGINEERING GROUP, INC.	(LP)	43	19	17	5	5	89
MUÑOZ, ALFREDO E							
REYNOLDS, SMITH AND HILLS, INC.	(LP)	49	16	19	3	4	91
H.J. ROSS ASSOCIATES, INC.	(LP)	48	19	18	4	4	93
JACOBS ENGINEERING GROUP, INC.	(LP)	49	18	14	5	4	90
SOSA, ARTURO							
REYNOLDS, SMITH AND HILLS, INC.	(LP)	45	19	19	3	5	91
H.J. ROSS ASSOCIATES, INC.	(LP)	45	19	19	4	5	92
JACOBS ENGINEERING GROUP, INC.	(LP)	45	17	19	4	5	90
WALTERS, VIVIAN O							
REYNOLDS, SMITH AND HILLS, INC.	(LP)	44	17	17	1	4	83
H.J. ROSS ASSOCIATES, INC.	(LP)	46	18	17	2	4	87
JACOBS ENGINEERING GROUP, INC.	(LP)	47	18	17	4	4	90

TOTALS AND FIRST TIER RANKING

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

PRELIMINARY RANKING

Prime Firm Name		Prelim. Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Prelim. Rank
H.J. ROSS ASSOCIATES, INC.	(LP)	430	1	1				1
JACOBS ENGINEERING GROUP, INC.	(LP)	425	2	2				2
REYNOLDS, SMITH AND HILLS, INC.	(LP)	406	3	3				3

FINAL RANKING

Prime Firm Name		Prelim. Points	Cr. 4A Points	Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
JACOBS ENGINEERING GROUP, INC.	(LP)	425	23	448	1	1					1	
H.J. ROSS ASSOCIATES, INC.	(LP)	430	17	447	2	2					2	
REYNOLDS, SMITH AND HILLS, INC.	(LP)	406	9	415	3	3					3	

Definitions

LP	Local Preferred Team
Cr.1A	Qualification of firms including the team members assigned to the Project.
Cr.2A	Knowledge and past experience of similar type projects.
Cr.3A	Past performance of the firms.
Cr.4A	Amount of work awarded and paid by the County.
Cr.5A	Ability of team members to interface with the County.
OCI	Office of Capital Improvements
TBR	Tie Breaker
Prelim. Points	Total Team Points - Criteria 4A Team Points

45

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: BELTRE, ERNESTO **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: GOOD QUALIFICATIONS; LACK OF LOCAL EXPERIENCE BY PM.

RATING: 35

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: GOOD EXPERIENCE; LACK OF LOCAL EXPERIENCE BY PM.

RATING: 12

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 15

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 1

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS: LACK OF LOCAL EXPERIENCE BY PM.

RATING: 3

TOTAL RATING: 66 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: BELTRE, ERNESTO **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: GREAT QUALIFICATIONS

RATING: 44

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: GREAT EXPERIENCE ; TEAM INCLUDES CIVIL ENGINEER OF RECORD FOR 9-27 REHABILITATION.

RATING: 14

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 15

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 4

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS: PM AND TEAM LEADERS HAVE GREAT EXPERIENCE WITH COORDINATION OF COMPLEX MDAD / MIA PROJECTS

RATING: 5

TOTAL RATING: 82 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA
EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: BELTRE, ERNESTO **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: GREAT QUALIFICATIONS; MOST ELECTRICAL EXPERTISE

RATING: 47

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: GREAT EXPERIENCE; TEAM INCLUDES CIVIL & ELECTRICAL ENGINEERS OF RECORD FOR 9-27 REHABILITATION

RATING: 17

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 15

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 5

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS: PM AND TEAM LEADERS HAVE GREAT EXPERIENCE WITH COORDINATION OF COMPLEX MDAD / MIA PROJECTS.

RATING: 5

TOTAL RATING: 84 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: GURAU, LI **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: Has all levels of engineers for the project. Team has good exp in airport development.

RATING: 42

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS:

RATING: 17

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 19

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 1

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 5

TOTAL RATING: 84 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: GURAU, LI **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: Team has extensive experiences in County regulations and airport development.

RATING: 49

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: Provided detail plans/methods on the project based on past experiences.

RATING: 19

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS: Some subs of the team did not achive excellent evaluations

RATING: 17

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 3

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS: Good.

RATING: 5

TOTAL RATING: 93 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: ED7-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: GURAU, LI **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: Team has assigned PM who is experienced and available for the project.

RATING: 43

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: Has provided detailed plan based on the past experiences.

RATING: 19

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS: Based on limited evaluation available.

RATING: 17

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 5

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS: Good communication ability.

RATING: 5

TOTAL RATING: 89 **(Maximum 100 points)**

ARCHITECTU AND ENGINEERING FIRST TIER SELECT CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: MUÑOZ, ALFREDO E **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: Team Members have many years of experience, There are Previous Jobs At MDC on Rehab 9/27, and Design of existing Rehab Project.

RATING: 49

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: Company Lacks to Address some key points that may bring potential problems — plan of action could had been more Elaborated — missing some Environmental issues.

RATING: 16

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team; overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTRC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS: -There are High Ratings and evaluations are Favorable ON Past MDC Jobs.

RATING: 19

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years of compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS: Selected Highest to lowest

RATING: 3

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 4.

TOTAL RATING: 91 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: MUÑOZ, ALFREDO E SIGNATURE:

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: H.J. ROSS IS competing with more FIRMS. However some sub-team MEMBERS DO NOT have as many years OF experience as OTHER TEAMS

RATING: 48

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: COMPANY Relates well with past projects key issues were Lay DOWN ON THIS REPORT. Elaboration was MORE IN DEPTH AND COMPLETE

RATING: 19

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS: COUNTY PAST PERFORMANCE RATES an average of 3.3 OUT OF 5. ONLY one Subconsultant has letter of Recommendation. OTHER TEAM members Have Favorable Ratings.

RATING: 18

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS: selected - highest TO lowest

RATING: 4

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS: —

RATING: 4

TOTAL RATING: 93 **(Maximum 100 points)**

ARCHITECT[illegible]L AND ENGINEERING FIRST TIER SELEC[illegible] CRITERIA
EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: MUÑOZ, ALFREDO E SIGNATURE: [signature]

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS: TEAM MEMBERS HAVE LOTS OF EXPERIENCE AT OTHER AIRPORTS ON THE NATION

RATING: 49

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS: THERE ARE MANY PROJECTS LIKE THIS ONE, HOWEVER ONLY ONE IN MIAMI- THE MOT LOOKS INTERESTED.

RATING: 18

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS: PAST PERFORMANCE AT PREVIOUS MDC JOBS ARE TOO LOW THERE ARE NO MENTION OF THE PRIME ON PERFORMANCE AWARD.

RATING: 14

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS: Selected highest followed.

RATING: 5

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS: —

RATING: 4

TOTAL RATING: 90 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: SOSA, ARTURO **SIGNATURE:** A Sosa 3/27/08

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS:

RATING: 45

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS:

RATING: 19

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 19

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

CRITERIA SHOULD NOT BE PART OF EVALUATION PROCESS

RATING: 4 3 A Sosa

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 5

TOTAL RATING: 92 91 A Sosa **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA
EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: SOSA, ARTURO **SIGNATURE:** A Sosa 3/27/08

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS:

RATING: 45

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS:

RATING: 19

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 19

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

CRITERIA SHOULD NOT BE PART OF EVALUATION PROCESS

RATING: 4

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 5

TOTAL RATING: 92 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: SOSA, ARTURO **SIGNATURE:** A Sosa 3/27/08

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS:

RATING: 45

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS:

RATING: 17

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 19

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

CRITERIA SHOULD NOT BE PART OF EVALUATION PROCESS

RATING: 4

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 5

TOTAL RATING: 90 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA
EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: WALTERS, VIVIAN O **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS:

RATING: 44

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS:

RATING: 17

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 17

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 1

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 4

TOTAL RATING: 93 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: WALTERS, VIVIAN O **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS:

RATING: 46

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS:

RATING: 18

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 17

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 2

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 4

TOTAL RATING: 87 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING FIRST TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

SUBMITTAL DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: WALTERS, VIVIAN O **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)
Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

COMMENTS:

RATING: 47

Criteria 2A: Knowledge and past experience of similar type projects (20 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

COMMENTS:

RATING: 18

Criteria 3A: Past performance of the firms (20 points)
Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard performance questionnaire to augment the County's data.

COMMENTS:

RATING: 17

Criteria 4A: Amount of work awarded and paid by the County (5 points)
The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

COMMENTS:

RATING: 4

Criteria 5A: Ability of the team members to interface with the County (5 Points)
Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

COMMENTS:

RATING: 4

TOTAL RATING: 90 **(Maximum 100 points)**

60

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

SECOND TIER RANKING REPORT

OCI Project Name: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

OCI Project No: E07-MDAD-02

Measures: 04/22/2008

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 02/22/2008

Meeting Date: 04/22/2008

		Cr. 1B Points	Cr. 2B Points	Cr. 3B Points	Total Points	Total 1T2T Points
BELTRE, ERNESTO						
REYNOLDS, SMITH AND HILLS, INC.	(LP)	40	30	10	80	146
H.J. ROSS ASSOCIATES, INC.	(LP)	48	38	10	96	178
JACOBS ENGINEERING GROUP, INC.	(LP)	45	35	10	90	179
GURAU, LI						
REYNOLDS, SMITH AND HILLS, INC.	(LP)	45	32	10	87	171
H.J. ROSS ASSOCIATES, INC.	(LP)	49	38	9	96	189
JACOBS ENGINEERING GROUP, INC.	(LP)	48	37	8	93	182
MUÑOZ, ALFREDO E						
REYNOLDS, SMITH AND HILLS, INC.	(LP)	47	37	8	92	183
H.J. ROSS ASSOCIATES, INC.	(LP)	49	39	10	98	191
JACOBS ENGINEERING GROUP, INC.	(LP)	48	38	9	95	185
SOSA, ARTURO						
REYNOLDS, SMITH AND HILLS, INC.	(LP)	45	38	9	92	183
H.J. ROSS ASSOCIATES, INC.	(LP)	46	39	9	94	186
JACOBS ENGINEERING GROUP, INC.	(LP)	45	38	9	92	182
WALTERS, VIVIAN O						
REYNOLDS, SMITH AND HILLS, INC.	(LP)	42	34	7	83	166
H.J. ROSS ASSOCIATES, INC.	(LP)	48	38	9	95	182
JACOBS ENGINEERING GROUP, INC.	(LP)	46	37	8	91	181

Second Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

SECOND TIER RANKING REPORT

OCI Project Name: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

OCI Project No: E07-MDAD-02

Measures: 04/22/2008

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 02/22/2008

Meeting Date: 04/22/2008

TOTALS AND SECOND TIER RANKING

Prime Firm Name		Total Points	System Rank	LP Rank	Total 1T2T TBR	Cr. 1B TBR	Cr. 1A TBR	Cr. 2B TBR	Cr. 2A TBR	Final Rank	CICC Rank
H.J. ROSS ASSOCIATES, INC.	(LP)	479	1							1	
JACOBS ENGINEERING GROUP, INC.	(LP)	461	2							2	
REYNOLDS, SMITH AND HILLS, INC.	(LP)	434	3							3	

Definitions

LP	**Local Preferred Team**
Cr.1B	**Knowledge of Project Scope.**
Cr.2B	**Qualifications of team members assigned to the project.**
Cr.3B	**Ability to provide required services within schedule and budget.**
OCI	**Office of Capital Improvements.**
TBR	**Tie Breaker**

Second Tier Ranking Report for each Selection Committee Member and Prime Firm

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT

OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: ~~02~~/22/2008
04

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: GURAU, LI **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 48

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 37

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 8

TOTAL RATING: 93 **(Maximum 100 points)**

63

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: GURAU, LI **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 45

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 32

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 10

TOTAL RATING: 87 **(Maximum 100 points)**

64

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

4

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: GURAU, LI **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 49

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: ~~48~~ 38 (6)

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 9

TOTAL RATING: 96 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT

OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: SOSA, ARTURO **SIGNATURE:** A Sosa 4/22/08

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 45

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 38

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 9

TOTAL RATING: 92 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: SOSA, ARTURO **SIGNATURE:** A Sosa 4/22/08

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 45

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 38

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 9

TOTAL RATING: 92 **(Maximum 100 points)**

67

ARCHITECTURAL ND ENGINEERING SECOND TIER LECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: SOSA, ARTURO **SIGNATURE:** A Sosa 4/22/08

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
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COMMENTS:

RATING: 46

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 39

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 9

TOTAL RATING: 94 **(Maximum 100 points)**

68

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: BELTRE, ERNESTO **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 45

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 35

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 10

TOTAL RATING: 90 **(Maximum 100 points)**

69

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: BELTRE, ERNESTO **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 40

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 30

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 10

TOTAL RATING: 80 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: BELTRE, ERNESTO **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 48

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 38

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 10

TOTAL RATING: 96 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: MUÑOZ, ALFREDO E **SIGNATURE:** [signature]

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS: Many good specifics, good past knowledge –

RATING: 48

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS: Very well Qualified Personel

RATING: 38

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS: Good Resources.

RATING: 9

TOTAL RATING: 96 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: MUÑOZ, ALFREDO E **SIGNATURE:** AEM

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS: - May need ~~some~~ TO adress other issues. but overall good knowledge.

RATING: 47

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS: - members well Qualified but need more. local experience -

RATING: 37

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS: - Good Resources but other TEams Shaved. more commitment.

RATING: 8

TOTAL RATING: 92 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: MUÑOZ, ALFREDO E **SIGNATURE:** AM

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS: EXCELLENT knowledge, VERY well known all local elements, all key issues, and good knowledge on MIA AIRPORT with similar work.

RATING: 49

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:
VERY WIDE Range of expertise - all involved in POST projects.

RATING: 39

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS: Many companies involved with a lot of Sense of ownership.

RATING: 10

TOTAL RATING: 98 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT
OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: JACOBS ENGINEERING GROUP, INC.

COMMITTEE MEMBER: WALTERS, VIVIANO **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 46

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 37

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall ~~management~~ approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 8

TOTAL RATING: 91 **(Maximum 100 points)**

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT

OFFICE OF CAPITAL IMPROVEMENTS
MIAMI-DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: REYNOLDS, SMITH AND HILLS, INC.

COMMITTEE MEMBER: WALTERS, VIVIAN O **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
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COMMENTS:

RATING: 42

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 34

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 7

TOTAL RATING: 83 **(Maximum 100 points)**

76

ARCHITECTURAL AND ENGINEERING SECOND TIER SELECTION CRITERIA EVALUATION REPORT

OFFICE OF CAPITAL IMPROVEMENTS
MIAMI - DADE COUNTY, FLORIDA

PROJECT TITLE: MIAMI INTERNATIONAL AIRPORT RUNWAY 8R/26L PAVEMENT REHABILITATION

PROJECT NO: E07-MDAD-02

DATE: 02/22/2008

FIRM: H.J. ROSS ASSOCIATES, INC.

COMMITTEE MEMBER: WALTERS, VIVIAN O **SIGNATURE:**

In accordance with Chapter 2-10.4, Section 5(d) of the Code of Miami-Dade County, and Administrative Order 3-39, the following factors are to be considered in the selection process:

Criteria 1B: Knowledge of Project Scope (50 points)
Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

COMMENTS:

RATING: 48

Criteria 2B: Qualifications of team members assigned to the project (40 points)
Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned(if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

COMMENTS:

RATING: 38

Criteria 3B: Ability to provide required services within schedule and budget (10 points)
Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

COMMENTS:

RATING: 9

TOTAL RATING: 95 **(Maximum 100 points)**

MIA RUNWAY 8R/26L PAVEMENT REHABILITATION
PROJECT NO.: E07-MDAD-02
PROJECT SPECIFIC SERVICES AGREEMENT

AGREEMENT

made as of the _____day of _____ in the year 2008

Between the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Architect/Engineer: **H.J. Ross Associates, Inc.**
201 Alhambra Circle, Suite 900
Coral Gables, Florida 33134

which term shall include its officials, successors, legal representatives, and assigns.

For the Project: **MIA Runway 8R/26L Pavement Rehabilitation**
The selected A/E Consultant shall provide the following services which shall include but not be limited to the pavement rehabilitation for Runway 8R/26L, including adjacent connector taxiways and associated utility adjustments. The project also includes adjustment and replacement of existing airfield lighting, pavement striping and grooving. Phasing and maintenance of aircraft traffic will be key elements of this project. Limited day time runway closure combined with restrictive night time closures will be the preferred phasing method for the project.

The full scope of the project for which services are to be performed under this agreement is contained in the Runway 8R/26L Pavement Rehabilitation Project Book, dated July 2007 and Article 9 of this Agreement.

The Owner and Architect/Engineer agree as set forth herein:

78

SPECIFIC SERVICES AGREEMENT

TABLE OF CONTENTS

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 1	DEFINITIONS	5
ARTICLE 2	INFORMATION TO BE FURNISHED BY THE OWNER	13
2.1	Information To Be Furnished by the Owner	13
2.2	Obligation of the Architect/Engineer	13
ARTICLE 3	GENERAL PROVISIONS	14
3.1	Indemnification and Hold Harmless	14
3.2	Insurance	14
3.3	Assignment	16
3.4	Provision of Items Necessary to Complete Services	16
3.5	Sub-consultants	16
3.6	Term of Agreement	17
3.7	Termination of Agreement	17
3.8	Intent of Agreement	19
3.9	Solicitation	19
3.10	Accounting Records of Architect/Engineer	20
3.11	Inspector General (IG), Independent Private Sector Inspector General (IPSIG)	20
3.12	Ownership of Documents and Copyrights	22
3.13	Laws and Regulations	23
3.14	Corrections to Contract Documents	24
3.15	Warranty	24
3.16	Owner Representative	24
3.17	Airfield Operations Area (AOA) Security	24
3.18	Entirety of Agreement	28
3.19	Non-Exclusivity	28
3.20	Baby Diaper Change Accommodations	28
3.21	Continued Engagement of Critical Personnel	28
3.22	Architect/Engineer Responsibility	29
3.23	Architect/Engineer Performance Evaluation	30
3.24	Sanctions	30
3.25	Prompt Payment	30
3.26	Certification of Wage Rates	31
3.27	Ethics Commission	31
3.28	Truth in Negotiation	31

3.29	Performance Evaluations	31
3.30	Financial Disclosure	31
ARTICLE 4	BASIC SERVICES	32
4.1	Start of Work	32
4.2	Basic Services Schedule and Summary	32
4.3	Phases 1A & 1B - Program Verification and Preparation of Schematic Design Documents	36
4.4	Phase 2 - Design Development	41
4.5	Phases 3A, 3B, & 3C - Contract Documents	43
4.6	Phase 3 D - Bid Documents	47
4.7	Phase 4 - Bidding and Award of Contract	47
4.8	Phase 5 - Work Related Services	49
4.9	Meetings and Reports	53
ARTICLE 5	ADDITIONAL AND WORK SITE SERVICES	55
5.1	Authorization	55
5.2	Additional Services	55
5.3	Work Site Services	57
ARTICLE 6	REIMBURSABLE EXPENSES	58
ARTICLE 7	EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION	59
7.1	Equal Employment Opportunity	59
7.2	Nondiscriminatory Access to Premises	59
7.3	Breach of Nondiscrimination Covenants	59
7.4	Nondiscrimination	60
7.5	Disability Nondiscrimination Affidavit	60
7.6	Affirmative Action/Nondiscrimination of Employment, Promotion And Procurement Practices (County Code Section 11A1-13A1)	61
7.7	Contract Measures	61
7.8	Monthly Utilization Report (MUR)	62
ARTICLE 8	COMPENSATION FOR SERVICES	63
8.1	Basic Services Fee	63
8.2	Payment for Basic Services	63
8.3	Fees for Additional Services, Work Site Services, and Differing Conditions	65
8.4	Payment for Additional Services and Work Site Services	65
8.5	Reimbursable Expenses	68

8.6 Payment For Reimbursable Expenses....68
8.7 Invoices and Methods of Payment....68
8.8 Payment to Sub-consultants....69
8.9 Consequence for Non-Performance....69
8.10 Payment for Abandoned, Terminated or Suspended Services....69
8.11 Inspector General Audit Account....70
8.12 Total Authorized Amount For This Agreement....70

ARTICLE 9 SPECIAL PROVISIONS....71

SIGNATURES....81

APPENDIX 1 PRINCIPALS OF THE ARCHITECT/ENGINEER....A1-1

APPENDIX 2 CRITICAL PERSONNEL (See Section 3.22)....A2-1

APPENDIX 3 DBE PARTICIPATION PROVISIONS....A3-1

AFFIDAVITS....AF-1

W I T N E S S E T H

ARTICLE 1

DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.

1.2 AFFIRMATIVE ACTION: Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.

1.3 AGREEMENT: This written Agreement between the Owner and the Architect/Engineer, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

1.4 ALLOWANCE ACCOUNT(S): Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Reimbursable Expenses, or other Services that may be necessary to complete the Project. Services to be paid for from these Allowance Accounts shall be authorized by Service Order.

1.5 AMENDMENT: A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.

1.6 ARCHITECT/ENGINEER (A/E): The named entity on page 1 of this Agreement.

1.7 ART IN PUBLIC PLACES: A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.

1.8 BASIC SERVICES: Those services which the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services or Work Site Services are considered Basic Services.

1.9 BASIC SERVICES FEE: The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.

1.10 CAPITAL PROJECT FACT SHEET: An estimate of the cost for the entire Project, including Construction Cost, Soft Costs, Allowance Account, Audit Accounts and Art in Public Places, etc., prepared by the Owner and used as a basis for the Owner's financial planning. The Capital Project Fact Sheet may be amended from time to time by the Owner at the Owner's sole discretion.

1.11 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.

1.12 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million ($2,000,000) dollars.

1.13 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.

1.14 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.

1.15 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.

1.16 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.

1.17 DAYS: Reference made to Days shall mean consecutive calendar days

1.18 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

1.19 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.

1.20 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Architect/Engineer at various phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures is based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.

1.21 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.22 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.

1.23 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer and approved by the Project Manager.

1.24 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

1.25 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.26 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Architect/Engineer pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.

1.27 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.

1.28 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.

1.29 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.

1.30 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).

1.31 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.

1.32 NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.

1.33 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department and Water & Sewer or their successors.

1.34 PERIOD OF CONTRACT ADMINISTRATION: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.

1.35 PHASE: The portion of the Basic Services that may be accomplished by the Architect/Engineer for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1A	-	Program Verification
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract

1.36 PLANS: The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.

1.37 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.

1.38 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost

1.39 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.

1.40 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.

1.41 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost and Soft Costs. The Project Budget may, from time to time, be revised or adjusted by the Owner, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.

1.42 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.

1.43 PROJECT MANAGER (PM): An individual designated by the Director to represent the Owner during the design and construction of the Project.

1.44 PROLONGED PERIOD OF CONTRACT ADMINISTRATION: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer.

1.45 PUNCH LIST: A running list of defects in the Work as determined by the architect/engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified

n succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.

1.46 RECORD DRAWINGS: Reproducible drawings showing the final completed Work, including any changes to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant, based on marked-up as-built prints, drawings and other data furnished by the Contractor.

1.47 REIMBURSABLE EXPENSES: Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.

1.48 REVIEW SET: A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.

1.49 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.

1.50 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. The Service Order shall also include consequences for failure of the A/E to meet the DSCMP.

1.51 SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

1.52 SOFT COSTS: Costs related to a Project other than Construction Cost including Architect/Engineer Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.

1.53 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.

1.54 SUBSTANTIAL COMPLETION: 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 Architect/Engineer 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, or a Certificate of Completion, as applicable.

1.55 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies excluding agencies of the Owner that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.

1.56 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.

1.57 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

1.58 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.

1.59 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account or which directs the Contractor to perform a change in the work that does not have a monetary impact.

1.60 WORK RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.

1.61 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction. The Architect/Engineer will be responsible for the preparation and inclusion of plans for the contractor's/Field

Representative's construction trailer. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the by the Contractor.

1.62 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the Field Representative shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

2.1 INFORMATION TO BE FURNISHED BY THE OWNER: The Owner will furnish the Architect/Engineer the information listed in Article 9 no later than two (2) weeks from the issuance of the Service Order for Phase 1A.

2.2 OBLIGATION OF THE ARCHITECT/ENGINEER: The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Notwithstanding the provisions of Florida Statutes 725.06, the Architect/Engineer shall indemnify and hold harmless the Owner, and its 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 Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of this Agreement.

3.1.2 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 Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

3.1.3 This Section shall survive expiration or termination of this Agreement.

3.2 INSURANCE: The Architect/Engineer shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. The Architect/Engineer shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

The Architect/Engineer shall furnish certificates of insurance to the Owner prior to commencing any operations under this Agreement. Certificates shall clearly indicate that the Architect/Engineer has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates must provide that in the event of material change in or cancellation of the policies reflecting the required coverage's, thirty (30) days advance notice shall be given to the Miami-Dade Aviation Department Risk Management Unit.

3.2.1 The Architect/Engineer shall provide (at its own cost):

a. Workers' Compensation, as required by Chapter 440, Florida Statutes.

b. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than

$1,000,000 combined single limit for bodily injury and property damage liability.

Under no Circumstances are vehicles permitted on the A.O.A. side without increasing automobile coverage to $5,000,000. Only company owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following final acceptance of the Work.

c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.

d. Professional Liability Insurance (Errors and Omissions), in an amount not less than $1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

3.2.2 All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of Best's Insurance Guide, published by A.M. Best Company, Inc., or its equivalent, subject to written approval of the Owner.

3.2.3 The Architect/Engineer and/or the Sub-Consultants shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. They shall also at their own expense furnish the County or its duly authorized representative with copies of all correspondence, papers, records and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

3.2.4 If, at any time during the term of this Agreement the actual provisions of the insurance described herein, or any part thereof, cannot be obtained or is non-renewable or is otherwise not available, then Miami-Dade County shall attempt to

meet, as closely as possible, the objective and purpose of the original insurance program as outlined herein. Furthermore, Miami-Dade County and the Architect/Engineer shall agree as to their respective responsibilities and actions in this regard.

3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.

3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Architect/Engineer from liability under any portion of this contract.

3.2.7 Cancellation of any insurance or non-payment by the Architect/Engineer of any premium for any insurance policy or bonds required by this contract shall constitute a breach of this contract. In addition to any other legal remedies, Miami-Dade County at is sole option may terminate this contract or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Architect/Engineer.

3.3 ASSIGNMENT: The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part. However, the Architect/Engineer will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.

3.4 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.

3.5 SUB-CONSULTANTS: All services provided by the Sub-consultants shall be consistent with those commitments made by the Architect/Engineer during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

The Architect/Engineer shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Architect/Engineer stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Architect/Engineer to the Owner. The Architect/Engineer shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

The Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and shall not be cause for any increase in compensation to the Architect/Engineer for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Architect/Engineer.

3.6 TERM OF AGREEMENT: This term of this Agreement shall be for five (5) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3.6.1 Time for Performance: The Architect/Engineer agrees to provide, as part of Basic Services, a detailed schedule acceptable to the Owner showing the time allocated for each Phase of the Services for each of the Project Elements. The schedule shall be provided in Excel, Microsoft Project, or Primavera formats.

3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.

3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Architect/Engineer violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Architect/Engineer shall spell out the cause and provide reasonable time in the notification to remedy the cause.

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of the sub-consultant contract. In addition, a violation by the Architect/Engineer or a sub-consultant to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See **http://intra.co.miami-dade.fl.us/ao**)

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Architect/Engineer shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Architect/Engineer shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

3.7.2 Owner's Termination for Convenience: 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 Service 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.

3.7.3 Architect/Engineer's Termination for Cause: The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article, "Compensation for Services".

3.7.4 Implementation of Termination: In the event of termination either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);

3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;

4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;

5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;

6. Complete performance of any Services not terminated by the Notice of Termination.

3.7.5 Compensation For Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the article "Compensation for Services".

3.8 INTENT OF AGREEMENT:

3.8.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.8.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

3.8.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

3.9 SOLICITATION: The Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Architect/Engineer any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Architect/Engineer for any reason whatsoever.

3.10 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER: The Owner reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Architect/Engineer hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Architect/Engineer under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

3.11 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project

or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor

shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

3.12 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.12.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the Owner; however, the Owner may grant to the Architect/Engineer a non-exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

3.12.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.12.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

3.12.4 The Owner shall have the right to modify the Project or any components thereof without permission from the Architect/Engineer or without any

additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.

3.13 LAWS AND REGULATIONS:

3.13.1 The Architect/Engineer shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Architect/Engineer in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

3.13.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.

3.13.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information. Upon notification by the Owner, the A/E 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. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

> **Warning Notice:** This record contains Sensitive Security Information that is controlled under the provisions of 49 CFR parts 15 and 1520. No part of this record may be disclosed without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

3.13.4 In accordance with Florida Statutes 119.07 (3) (ee), entitled "Inspection, Examination, and Duplication of Records; Exemptions", all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Owner, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; 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.

3.13.5 In addition to the above requirements in this sub-article, the Architect/Engineer 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:

3.13.5.1 Each employee of the consultant and sub-consultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

3.13.5.2 The Architect/Engineer and its sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

3.13.5.3 Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

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

3.14 CORRECTIONS TO CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

3.15 WARRANTY: The Architect/Engineer warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.

3.16 OWNER REPRESENTATIVE: 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 Architect/Engineer, shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.

3.17 SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/ STERILE AREAS SECURITY:

3.17.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland

Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

3.17.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD photo identification badges for all the Architect/Engineer employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

3.17.3 The Architect/Engineer shall be responsible for requesting MDAD to issue identification badges to all employees who the Architect/Engineer requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Architect/Engineer or upon final acceptance of the Work or termination of this Contract. The Architect/Engineer will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

3.17.4 All employees of the Architect/Engineer, or Sub-consultants who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Employers shall maintain a permanent record showing to whom each badge is issued. The Security and Safety Division of MDAD shall provide the identification badges to the Architect/Engineer. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

3.17.5 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer authorizing vehicle entrance to the Airfield Operations Area (AOA) through

specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to a Sub-consultant) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.17.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Architect/Engineer shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.

3.17.7 Only Architect/Engineer management level staff, supervisors, and essential staff with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Architect/Engineer shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.

3.17.8 The Architect/Engineer agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer or Sub-consultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable

prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS,, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

The Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

3.17.9 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

3.17.10 Notwithstanding, the specific provisions of this Section, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.

3.17.11 The Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

3.17.12 Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, Homeland Security, FAA or MDAD upon Architect/Engineer's sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, The Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

3.17.13 The Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA Sub-consultants, service providers, and suppliers an

obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon the Architect/Engineer's Sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, the Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.

3.17.14 In addition to the foregoing, the Architect/Engineer the shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Architect/Engineer employees that will be involved within the CBP/FIS environment at MIA. The Architect/Engineer shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Architect/Engineer personnel.

3.17.15 The employee(s) of the Architect/Engineer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Architect/Engineer shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Architect/Engineer to remove any employee it deems unacceptable.

3.18 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.

3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the County is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Architect/Engineer shall have no claim against the County as a result of the County electing to retain or utilize such other Architect, Engineer, Design Professional or other consultant to perform any such incidental Services.

3.20 BABY DIAPER CHANGING ACCOMMODATIONS: Architect/Engineer agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Resolution No. R-1337-98.

3.21 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Architect/Engineer shall identify in Appendix 2,

attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when Miami-Dade County determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.22 ARCHITECT/ENGINEER RESPONSIBILITY:

3.22.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Architect/Engineer shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the work conforms to Owner's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages to the Owner caused by the Architect/Engineer's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies, which result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Architect/Engineer and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Architect/Engineer or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Architect/Engineer shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

3.22.2 The Architect/Engineer shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

3.22.3 The Architect/Engineer shall establish, provide, and maintain an effective written Quality Control Program that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Sub-consultants). This program shall conform to MDAD's Quality Assurance Manual.

The Architect/Engineer shall be prepared to discuss and present, within five (5) working days after the Owner issues the first Service Order under this Agreement its written Quality Control Program. The Architect/Engineer shall make all adjustments to the Quality Control Program deemed necessary by the Owner.

3.23 ARCHITECT/ENGINEER PERFORMANCE EVALUATION In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

3.24 SANCTIONS FOR CONTRACTUAL VIOLATIONS: Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

3.25 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified

by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

3.26 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) following the end of the contract, whichever is later.

3.27 ETHICS COMMISSION: Pursuant to Section 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over Consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Consultant firm, sub-consultants or team members within ninety (90) days of each phase of services. The report must be submitted to Robert Meyers, Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

3.28 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

3.29 PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the County as evaluation criteria for future solicitations.

3.30 FINANCIAL DISCLOSURE: The Architect/Engineer shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Fl 33152-1550.

A. A source of income statement
B. A current certified financial statement
C. A copy of the Consultants current Federal Income Tax Return
D. A copy of the Engineer's/Architect's current Federal Income Tax Return

ARTICLE 4

BASIC SERVICES

4.1 START OF WORK: No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services or Additional Services.

4.2 BASIC SERVICES SCHEDULE AND SUMMARY: The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, Construction Work Related Services, and satisfactory completion of the Project described in a Project Component or as may otherwise be described in Article 9 "Special Provisions" of this Agreement. The Architect/Engineer shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Upon receipt by the Architect/Engineer of a Project Component's Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to Owner, for its review and approval, a DSCMP for the first three phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

Phase 1A	Program Verification,	30 days
Phase 1B	Preparation of Schematic Design Documents	NA days
Phase 2	Design Development	NA days
Phase 3A	30% Complete Contract Documents	45 days
Phase 3B	75% Complete Contract Documents	45 days
Phase 3C	100% Complete Contract Documents	45 days
Phase 3D	Bid Documents	15 days

The Architect/Engineer is firmly obligated to complete the services in accordance with the approved Project Element DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion.

4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in Article 9 "Special Provisions" of this Agreement and all other services normally required for an airport project of this type. Services shall also include:

a. the design of interface facilities for Art-in-Public Places and the coordination of such design with the appropriate agencies, as applicable;

b. the design of facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed or operated by others not a part of this Agreement and shall also include the coordination of such design; and

c. the design of interim/temporary facilities included in the Project Budget, as determined at the end of Phase 2, with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

4.2.2 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

4.2.3 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance to the Deliverables Requirements Manual and the Design Guidelines Manual.

4.2.4 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided consultants.

4.2.5 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit to the Owner the deliverables listed under the various phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the Architect/Engineer shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Architect/Engineer shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Architect/Engineer shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.

4.2.6 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in Article 1 Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall develop schedules reflecting same

and assist in reviewing applications prepared by Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

4.2.7 Throughout all phases of the Basic Services, the drawings shall be produced electronically using an AUTOCAD version compatible with the Owner. The Architect/Engineer must submit all original working drawing in an electronic vector format with an AutoCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy / prints) in the construction document set. With each submittal, all supporting electronic files such as images, fonts and linetypes shall be included with the drawings. All drawings must comply with and use a layering format adopted by the Owner and referred to as the MDAD Technical Support Facility Management Layering System.

The Owner retains all rights to further use of all electronic drawings as well as blocks, linetypes, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AutoCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing MDAD drawing layer scheme. This information can be obtained through MDAD Technical Support.

4.2.8 The Architect/Engineer shall submit hard and electronic format, as described in Article 4.2.7 and as specified herein or otherwise by the Owner, copies of all documents required under each Phase for review, comments and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

The electronic submittal required under this contract shall consist of the digital plot files and digital working files as indicated in Article 4.2.7 of this document and shall be organized and submitted on compact storage discs (CD) compatible with MDAD "Windows" operating system. This information can be obtained through MDAD Technical Support.

4.2.9 At the end of Phases 1B, 2 and 3C the Architect/Engineer shall provide input and assistance to the Project Manager for the preparation of Capital Project Fact Sheets and, through the Project Manager, shall schedule a review(s) of all plans and programs with the user representatives of the Owner.

4.2.10 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the

Services with the Owner and its designees in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.

4.2.11 County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars ($5,000,000) or more. At the end of Basic Services Phase 2, VA/E reviews will be conducted by an independent consultant under contract to the Owner and supervised by the Project Manager. The AO further states that the Architect/Engineer shall assist as needed in the VA/E process.

4.2.12 The Architect/Engineer shall meet once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

4.2.13 The Architect/Engineer must have a design quality management program related to Construction Contract Document preparation and, when authorized, Work Related Services. This quality management program must be implemented throughout the entire design and construction process.

4.2.14 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 2, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

4.2.15 For Phases 3A through 3D, the Architect/Engineer shall provide a cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each phase. The level of detail of the cost loaded schedule at each phase shall be commensurate with the level of detail of the latest Probable Construction Cost.

4.2.16 Commissioning Plans: The Architect/Engineer shall develop a commissioning plan in conformance with Division 1 Section 01810 of the current edition of the

"MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects".

4.3 PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS

4.3.1 Phase 1A - Program Verification: Based upon the Program drawings and preliminary budget and Design Guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program Drawings furnished by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.

4.3.1.2 Record Drawings: The Architect/Engineer shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.

4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

4.3.1.4 Utilities Investigation: The Architect/Engineer shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.

4.3.1.5 Surveys: The Architect/Engineer shall verify the survey information provided by the Owner, and incorporate such information into the design. The Architect/Engineer shall be responsible for requesting from the Owner any additional survey information that is required for the completion of the project and was not provided by the Owner.

4.3.1.6 Soils Investigations: The Architect/Engineer shall verify the soils investigation report provided by the Owner and use the data in determining soil characteristics required for proper design of the project elements included herein. The Architect/Engineer shall be responsible for requesting from the Owner any additional soil information.

4.3.1.7 Discrepancies Between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents.

4.3.1.8 Deficiencies of Information: The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be responsible for verification of the validity, interpretation, coordination, application and use of all supplemental information, signed and sealed, provided by any such independent consultant.

4.3.1.9 Art in Public Places: If applicable, the Architect/Engineer shall, prior to preliminary design, initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of County Code Section 2.11.15 and should it decide to pursue said installation, the Architect/Engineer shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Architect/Engineer to promote the integration of art work and site. Such collaborative efforts shall include the active involvement of both the Architect/Engineer and the artist(s) during Design Development of the Project. In consultation with the artist(s) and Art in Public Places, the Architect/Engineer shall make all the necessary

provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The Architect/Engineer shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Architect/Engineer shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the Contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Architect/Engineer shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Architect/Engineer shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

4.3.1.10 SUSTAINABLE BUILDINGS PROGRAM: Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 9. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the Miami-Dade County Sustainability Manager.

4.3.2 Phase 1B - Preparation of Schematic Design Documents: Upon the written confirmation of the Architect/Engineer that all elements of the Project have been identified and the Owner's cost estimates have been verified, the Owner may issue a Service Order to prepare the Schematic Design Documents.

The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agency(ies) reviews, the Architect/Engineer shall detail in writing the recommendation of the Agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this

Phase, the Architect/Engineer shall prepare and submit the Phase 1B deliverables including but not limited to the following:

4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules.

These Schematic Design studies are preliminary in nature and scope. They shall be further defined and amplifying details shall be developed by the Architect/Engineer during subsequent phases of the Basic Services.

The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on the investigations and recommendations developed by the Architect/Engineer determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the Architect/Engineer shall, as part of the Basic Services, provide detailed programming and scheduling, perform follow-on liaison with vendors with respect to availability and delivery and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

4.3.2.3 Drainage: The Architect/Engineer shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

4.3.2.4 Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. The safety

plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate MDAD staff.

4.3.2.5 Work Sequence and Staging Plan: The Architect/Engineer shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Architect/Engineer shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.

4.3.2.6 Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the Architect/Engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

4.3.2.7 Probable Construction Cost: The Architect/Engineer shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

4.3.3 During Phase 1B the Owner may direct the Architect/Engineer, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to

provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two phases shall be the same as if the two phases were performed in their entirety. The durations for the individual phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual phases.

4.3.4 The Architect/Engineer shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.4 PHASE 2 - DESIGN DEVELOPMENT

4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

4.4.2 Unless otherwise stipulated in Article 9, "Special Provisions," it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.

4.4.3 The Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately one (1) week. The VA will be

conducted by an independent consultant under contract to the Owner and be supervised by the Project Manager. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.

4.4.4 The Architect/Engineer shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. All comments shall be addressed in Phase 3A. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.4.5 The Architect/Engineer shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner's and Users' reviews. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required.

4.4.6 The Architect/Engineer shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 2 Basic Services.

4.5 PHASES 3A, 3B & 3C - CONTRACT DOCUMENTS

4.5.1 Phase 3A, 30% Complete Contract Documents

4.5.1.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Basic Services. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables.

4.5.1.2 The Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System (NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.

The Architect/Engineer shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

The Architect/Engineer may refer to the Miami-Dade Aviation Department (MDAD) SWPPP guidance manual for information on preparing individual SWPPPs for MDAD approval and Contractor implementation.

4.5.1.3 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with the County. The Architect/Engineer shall also assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Bidding Documents.

4.5.1.4 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than

the Phase 2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design The Owner may direct the Architect/Engineer to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.1.5 The Architect/Engineer shall, to the extent applicable based on refinements and amplifications effected during this Phase, review pertinent documents with those agencies having permitting or other approval authority with respect to the Project, including agencies previously consulted by the Architect/Engineer in Phases 1A, 1B and 2, in order to obtain changes in the opinions, comments and suggestions of those agencies with respect to such refinement and amplifications. The Architect/Engineer shall report in writing to the Owner, for approval by the Owner, the findings of such reviews with said agencies and its recommendations relative to such findings for implementation by the Architect/Engineer in Basic Services Phase 3B.

4.5.2 Phase 3B, 75% Complete Contract Documents

4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

4.5.2.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities The Architect/Engineer shall assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents

4.5.2.3 The Architect/Engineer shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion and sufficient information to permit the Owner to prepare an updated Capital Project Fact Sheet.

4.5.2.4 The Architect/Engineer shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Architect/Engineer to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.

4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 75% Contract Documents to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost.

4.5.2.6 The Architect/Engineer shall participate in an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional

recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.

4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.3 Phase 3C, 100% Complete Contract Documents

4.5.3.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables.

4.5.3.2 The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost The Owner

may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.6 PHASE 3D, BID DOCUMENTS

4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 4, and identifying the rejection of those comments not to be incorporated as approved by the Owner.

4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.

4.6.1.2 The Architect/Engineer shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.

4.6.2 Upon final approval of the back checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, delivering the Contract Documents to

minority organizations as directed by the Owner, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.

4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current Owner bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.

4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.

4.7.4 The Architect/Engineer shall: prepare two (2) sets of Contract Documents conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.

4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:

1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or

2. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare and transmit to the Owner twelve (12) sets of the bidding and Contract Documents, complete with all addenda, forms and affidavits required by the Contract Documents.

4.8 PHASE 5 - WORK RELATED SERVICES

4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Phase 5 Work-Related Services will begin with the award of the Contract and will end when the Owner has approved the final request for payment from the Contractor and the Architect/Engineer has submitted its Report of Contract Completion and the Record..

4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer including Sub-consultant(s) intends to use during the Work Related Services for review by the Owner for adequate staffing.

4.8.3 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.

4.8.4 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Article 9 "Special Provisions" of this Agreement, and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and in order to respond to non-routine situations that call for the Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.

4.8.5 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Architect/Engineer shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The

Architect/Engineer's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Architect/Engineer, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the Architect/Engineer's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;

2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed.

3. The results of any subsequent test required by the Contract Documents;

4. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;

5. Any specific qualifications stated in the request for payment; and

6. The Field Representative's confirmation of the cost of labor, materials and equipment for cost-plus work including disputed work.

4.8.6 The Architect/Engineer shall assist the Project Manager and the Field Representative in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto.

4.8.7 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.

4.8.8 The Architect/Engineer shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans and Specifications and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.

4.8.9 The Architect/Engineer shall review and approve shop drawings, samples, and other submissions of the Contractor(s), as defined in the construction contract documents, for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents or,

absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

4.8.10 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.8.10.1 Inspections for Substantial Completion: The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative to determine initial Punch List items, and shall re-inspect the work with the Field Representative as many times thereafter as are needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

1. Defects observed in the Work, in first and succeeding visits;

2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

4.8.10.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.

4.8.10.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

4.8.10.4 Certificate of Occupancy: The Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Temporary Certificate of Occupancy or a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

4.8.10.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance in 60 days, the

Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.

4.8.10.6 Retainage for Uncompleted Work: The Architect/Engineer shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.

4.8.10.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.

4.8.11 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Except for change orders and work orders resulting directly or indirectly from errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-consultants, such work shall be Additional Services.

4.8.12 The Architect/Engineer shall furnish to the Owner at the Architect/Engineer's expense one complete set of computer produced drawing disc files (AUTOCAD) of the Record Drawings in the size and format required by the Owner in accordance with sub-article 4.2.7, and at the Owner's expense provide one complete set of 35 mm aperture card microfilm reproductions. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems which are a part of the finished work.

4.8.13 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary and copies of all warranty documents required to be furnished by the Contractor under the

consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.

4.8.14 The Architect/Engineer shall inspect the entire Project one (1) month prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.

4.8.15 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.

4.9 MEETINGS AND REPORTS

4.9.1 Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.9.2 Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the

problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

4.9.3 Partnering: Owner has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt within the open with members of the design and construction team taking responsibility for timely and cost conscious performance. The process will start with key participants of the Project team, including Architect/Engineer's personnel, attending a Partnering Meeting to establish terms of the partnering agreement.. The meeting will enable the Project team to establish methods of issue/conflict resolution, delegate authority for decision making to the lowest possible level, and develop a continuous evaluation process. Follow-up meetings with the facilitator will be held as necessary during the construction to spur the Project's on-schedule completion.

ARTICLE 5

ADDITIONAL AND WORK SITE SERVICES

5.1 AUTHORIZATION: Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.

5.2 ADDITIONAL SERVICES: Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.

5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.

5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 2.

5.2.3 Any Services requested in writing by the Owner performed after acceptance of Phase 2 documents by the Owner relative to future facilities, systems and equipment but not intended to be included in the Contract Documents.

5.2.4 Services with respect to verification of Owner supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.

If any independent engineering, testing laboratory or surveyor is employed by the Architect/Engineer to perform any or all of the requested additional services, the Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the Owner.

5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified in Article 4.4.2 or Article 9 "Special Provisions" of this Agreement, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

5.2.6 Participation in the execution of changes during performance of the Work provided such changes are not a result, directly or indirectly, of errors, omissions and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Contract Documents as necessary; preparation of Change Orders, Work Orders, Bulletins, and other appropriate documentation; assistance to the Project Manager and the Owner in negotiations with the Contractor(s) with respect to all changes in the Work; recommendation to the Owner of alternate designs (including cost impact) where change is contemplated; and any additional Work Related Services resulting from such changes including Prolonged Period of Work Related Services.

5.2.7 Meetings with federal and/or state grant providing agencies required to assist Owner in obtaining grant funding for the Project.

5.2.8 Extended assistance requested in writing by the Owner beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by the Owner of any equipment or system; extended training of Owner personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

5.2.9 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.

5.2.10 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions or ambiguities.

5.2.11 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.

5.2.12 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from a fault of the Architect/Engineer.

5.2.13 Environmental services beyond that which is required to verify Owner supplied information or that is beyond the scope of the Basic Services herein.

5.2.14 Environmental Remediation engineering services. These services will be negotiated, authorized and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by Owner into the Contract Documents does not constitute Additional Services.

5.2.15 Services required to participate in or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.

5.2.16 Preparation of reports, which are not a requirement of Basic Services.

5.3 WORK SITE SERVICES

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by Owner who shall act as the agent of the Architect/Engineer. The Work Site Services shall be defined by Service Order, performed in accordance with Construction Inspection Services Manual, and agreed to by the Architect/Engineer and Owner.

The Architect/Engineer shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Architect/Engineer by the Contractor Documents or through Service Order by direction of Owner.

Should the Architect/Engineer fail to perform these Work Site Services in a timely manner and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the Owner.

ARTICLE 6

REIMBURSABLE EXPENSES

Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

6.1 Sub-consultants not included as part of the original Consultants team, when recommended by the Architect/Engineer, and approved by the Owner in writing, and when in the opinion of the Architect/Engineer, said Sub-consultant services are necessary of the accomplishment of the Services.

6.2 In the event the Architect/Engineer is assigned a project within the Customs area and the Architect/Engineer is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Architect/Engineer the cost of the premium for such bond, as substantiated by the invoice.

6.3 All printing and reproduction costs, including the cost of CDs, as specified herein and those costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

6.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as 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.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

7.1 EQUAL EMPLOYMENT OPPORTUNITY: The Architect/Engineer shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Architect/Engineer shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to the provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Architect/ Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Architect/Engineer shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

7.2 NONDISCRIMINATORY ACCESS TO PREMISES: The Architect/Engineer, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Architect/Engineer shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.

7.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Architect/Engineer fails to

comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

7.4 NONDISCRIMINATION: During the performance of this Agreement, the Architect/Engineer agrees as follows: The Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Architect/Engineer shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Architect/Engineer books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Architect/Engineer may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Architect/Engineer will include Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to Premises of this Article in Architect/Engineer sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

The Architect/Engineer shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Architect/Engineer becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Architect/Engineer may request the United States to enter into such litigation to protect the interests of the United States.

7.5 DISABILITY NONDISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Architect/Engineer attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Architect/Engineer or any owner, subsidiary or other firm affiliated with or related to the

Architect/Engineer is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Architect/Engineer submits a false affidavit pursuant to this Resolution or the Architect/Engineer violated the Act or the Resolution during the term of this Contract, even if the Architect/Engineer was not in violation at the time it submitted its affidavit.

7.6 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their bid/proposal.

7.7 CONTRACT MEASURES: The Architect/Engineer is required under this Agreement to achieve a **Disadvantaged Business Enterprise (DBE) Goal of twenty four percent (24%)** in accordance with the Contract Measures applied to this Project as shown in the "Special Provisions" of this Agreement and the attached Schedule of Participation, and Letters of Intent as presented in the Architect/Engineer's Proposal for the Project.

To fulfill the requirements of this Article, the Architect/Engineer must comply with the Metropolitan Miami-Dade County, Florida Community Business Enterprise Program (PSA) - Participation Provisions prepared by Miami-Dade County's Office of Small Business Development (SBD) or the Disadvantaged Business Enterprise Participation Provisions, as applicable.

The Director may declare the Architect/Engineer in default of this agreement for failure of the Architect/Engineer to comply with the requirements of this paragraph.

7.8 MONTHLY UTILIZATION REPORT (MUR):

1) Monthly Utilization Report (MUR), as found in Form DBE-MA-4, is required from all proposers in which a DBE goal has been set. The reports provide the dollars paid to the prime Contractor and what the prime Contractor has paid to each of their sub-consultants. The data is entered into a database to be monitored for compliance with goals.

2) The Consultant must include with their MUR, proof of payment to the DBE sub-consultants. This is achieved by providing copies of checks or written statements from the sub-consultants in which they acknowledge payment.

3) Site inspections are concluded to verify that the DBE Consultants identified as performing work on our contracts are actually doing the work. Inspections may include desktop audits where invoices are examined as well as payments. Sub-consultants may be reviewed and employees interviewed to verify information that has been submitted.

ARTICLE 8

COMPENSATION FOR SERVICES

The County agrees to pay to the Architect/Engineer and the Architect/Engineer agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Architect/Engineer for work performed without a Service Order.

8.1 BASIC SERVICES FEE: The Owner agrees to pay the Architect/Engineer, and the Architect/Engineer agrees to accept for Basic Services rendered pursuant to this Agreement, a Fixed Lump Sum Basic Services Fee of **One Million Five Hundred Thirty-Eight Thousand Seven Hundred Dollars ($1,538,700)**, which includes all of the Lump Sum amounts listed below in Article 8.2.

8.2 PAYMENT FOR BASIC SERVICES: Except as provided hereafter, payments for each Phase shall not exceed the amount of the total Basic Services compensation as shown on the following Schedule of Payments for Basic Services.

SCHEDULE OF PAYMENTS FOR BASIC SERVICES

COMPENSATION DUE THE ARCHITECT/ENGINEER UPON COMPLETION OF EACH OF THE PHASES OF THE BASIC SERVICES

PHASE NO.	FIXED LUMP SUM FEE
1A Program Verification	$115,403
1B Preparation of Schematic Design Documents	Not Used
2 Design Development	Not Used
3A 30% Complete Contract Documents	$307,740
3B 75% Complete Contract Documents	$384,675

PHASE NO.	FIXED LUMP SUM FEE
3C 100% Complete Contract Documents	$384,675
3D Bid Contract Documents	$76,935
4 Bidding & Award of Contract	$38,468
5 Work Related Services	$169,257
Completion and Acceptance of all Services except the Warranty Inspection	$46,161
Completion and Acceptance of All Work	$15,489

8.2.1 The Architect/Engineer shall not be entitled to compensation for Phases 3A through 4 (30% Contract Documents through Bidding) for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.

8.2.2 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.

8.2.3 Payments of the Work Related Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall determined by increasing the Construction Contract Time for completion of all work for this project, as stated in the Project Manual in calendar days, by twenty percent (20%) then dividing the calculated number of days by 30 days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid.

8.2.3.1 In the event that Prolonged Period of Contract Administration, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Contract Administration shall be the same amount as the monthly installment payments for Work Related Services. Payments for Prolonged Period of Contract Administration shall begin once the original contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.

8.3 FEES FOR ADDITIONAL SERVICES, WORK SITE SERVICES, AND DIFFERING CONDITIONS

8.3.1 An Additional Services Allowance Account is hereby established in the amount of One Hundred Fifty Three Thousand Eight Hundred Seventy Dollars (**$153,870.00**) to pay for any Additional Services that may be authorized by Service Order.

8.3.2 A dedicated Allowance Account is hereby established in the amount of **Nine Hundred Eight-One Thousand Dollars** (**$981,000.00**) to pay for Work Site Services if authorized by Service Order.

8.3.3 A dedicated Allowance Account is hereby established in the amount of Five Hundred Twenty Six Thousand One Hundred Thirty Dollars **($526,130.00)** to pay for services, if authorized by Service Order, that may be required to mitigate differing site conditions, different phasing than contemplated, and/or weather impacts, services that otherwise fall outside the scope of Additional Services, as well as added reimbursable, Work related and Work Site Services that may be needed due to any of the above conditions or expanded Work resulting from authorized Additional Services. Fees for design services shall be determined, paid and otherwise treated in the same manner as fees for Additional Services. Fees for added Work Site Services shall be determined, paid and otherwise treated in the same manner as fees for Work Site Services.

8.4 PAYMENT FOR ADDITIONAL AND WORK SITE SERVICES: The fee for Additional and Work Site Services authorized in accordance with the article "Additional and Construction Administration Services" of this Agreement will be computed by one of the following methods as mutually agreed to by the Owner and the Architect/Engineer:

Fixed Lump Sum
Multiple of Direct Salaries

8.4.1 Fixed Lump Sum: Under this compensation basis, the Architect/Engineer agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

8.4.2 Multiple Of Direct Salaries: Under this compensation basis, the Architect/Engineer is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. All payments on the Multiple of Direct Salaries basis shall be in accordance with the payment for Additional Services section of this Article. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.

8.4.3 The Fee to the Architect/Engineer for Additional or Work Site Services based on a Multiple of Direct Salaries shall be determined as follows:

8.4.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of **$125.00** per hour.

Principal(s) to be paid this rate is/are those listed by name in Appendix 1- "Principals of the Architect/Engineer", attached to this Agreement.

Upon mutual agreement between the Owner and the Architect/Engineer, the Principals identified in Appendix 1-"Principals of the Architect/Engineer", may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

8.4.3.2 Compensation for all other personnel performing Additional Services shall be a multiple of 2.85 times Direct Salaries. The maximum rate of compensation for office personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Project Manager	$120
Project Engineer	$110
Senior Engineer	$100
Staff Engineer	$95
Design Technician	$80
Administrative Support / Clerical	$45

The maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed seventy-five dollars ($75) per hour. The Owner reserves the right to adjust the maximum rate.

8.4.3.3 In the event the Owner authorizes the Architect / Engineer to perform Work Site Services, compensation shall be at a multiple of 2.1 times the Direct Salaries. The maximum rate of compensation for field personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Senior Field Representative	$85
Assistant Field Representative	$85
Field Inspector	$80
Administrative Support / Clerical	$45

The maximum rate of compensation for all other field personnel, not listed above, including the multiple of Direct Salaries shall not exceed seventy-five dollars ($75) per hour. The Owner reserves the right to adjust the maximum rate.

8.4.3.4 During the term of this Agreement, the Owner may, by authorized Service Order only, adjust the maximum rates of compensation for personnel as listed above (excluding adjustments to the multiple) to reflect the change in the Consumer Price Index (CPI) on a year-by-year basis for the five (5) year original term of this Agreement. Such adjustment will be based on the cumulative change of the Consumer Price Index for the Miami urban area since the beginning of the term of this Agreement; provided, however, the cumulative increase for the five (5) years shall not exceed an aggregate total of ten percent (10%).

8.4.3.5 Compensation for authorized overtime services must be approved in writing by the Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid time and one half for work over 40 hours. Forty (40) hours multiplied by the base pay rate ($) multiplied by the appropriate multiple (M) based on whether the Services are Additional or Work Site; plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.1)

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate. Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the premium pay rate ($*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.5*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

*(40*30*2.65)+(10*30*1.1) = 3180+330 = $3510 or*

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

*(40*30*2.65)+(10*30*1.5*1.1) = 3180+495 = $3675*

8.4.3.6 Architect/Engineer shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

8.4.3.7 When Additional Services or Work Site Services are authorized as a Multiple of Direct Salaries, the Architect/Engineer shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.

8.5 REIMBURSABLE EXPENSES: A dedicated allowance account is hereby established in the amount of **One Hundred Thousand Dollars ($100,000),** to pay for Reimbursable Expenses.

8.6 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.

8.7 INVOICES AND METHODS OF PAYMENT: The Architect/Engineer shall submit shall submit, monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project

Manager. The Architect/ Engineer will meet monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager.

Subsequent to the monthly DSCMP meeting, the Architect/Engineer shall submit its invoice for those services to the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Architect/Engineer 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 shall be corrected by the Architect/Engineer and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

8.8 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer 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 Architect/Engineer to the Owner. The Architect/Engineer shall not submit invoices, which include charges for Services by Sub-consultant(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

8.9 CONSEQUENCE FOR NON-PERFORMANCE: Should the Architect/Engineer fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay.

8.10 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:

8.10.1 Payment for Services completed and approved prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element,

termination or suspension, for which payment has not yet been made to the Architect/Engineer by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.

8.10.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination or suspension, the Architect/Engineer shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Architect/Engineer for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees which would have been paid for such Services had they not been abandoned, terminated or suspended.

8.10.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.

8.10.4 The Owner shall make no payment to the Architect/Engineer for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.

8.11 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **Eight Thousand Two Hundred Forty Nine Dollars($8,249.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

8.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement, including Basic Services and all Allowance Accounts, is **Three Million Three Hundred Seven Thousand Nine Hundred Forty Nine Dollars ($3,307,949.00)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

ARTICLE 9

SPECIAL PROVISIONS

9.1 ARTICLE 1 Definitions
Add the following definition to this Agreement:

1.63 EARNED VALUE MEASUREMENT PLAN: A cost loaded Design Deliverable Schedule providing monthly progress and anticipated billing percentages.

9.2 The scope of this Project is:

The selected A/E Consultant will be performing design services for the referenced project. This project provides the pavement rehabilitation for Runway 8R/26L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of the milling and overlaying the majority of the asphalt pavement, isolated areas of full depth pavement reconstruction, adjustment of existing lighting, upgrade/replace the existing runway centerline lighting system and restoration of existing pavement markings. Phasing and maintenance of aircraft traffic will be key elements of the project.

I. DESIGN PHASE

The major tasks associated with final design of the project shall include, and, is not limited to the following:

- **Geometry - Vertical and Horizontal including Baseline Control**
- **Verify Topographic Surveys**
- **Verify Geotechnical Report**
- **Utilities**
- **Verify Master Plans**
- **Plans Production**
- **Contract Documents**
- **Engineers Report**
- **NPDES Permit**
- **Construction Estimates**
- **Quality Assurance/Quality Control(QA/QC)**
- **Project Management**
- **Permitting**
- **Bidding and Award**

II. POST DESIGN PHASE

The major tasks associated with the post design phase shall include providing work site and work related services during the construction phase including but not limited to construction inspections, shop drawing reviews, responses to request for information, attendance at construction meetings, plans revisions, site inspections and as built plans production. The A/E Consultant will be required to

certify the compliance of the construction to the design documents at the completion of the project.

9.3 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue which are subject to federal regulations.

9.4 Article 1.12 is hereby deleted in its entirety and replaced with the following:

Disadvantaged Business Enterprise (DBE): A for-profit business concern:
1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individual and;
2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

9.5 Article 1.20 Design Deliverables is hereby deleted in its entirety.

9.6 Article 1.35, Phase, is hereby modified by the deletion of Phase 1B, Schematic Design, and Phase 2, Design Development.

9.7 Article 1.49, Schematic Design, is hereby deleted in its entirety.

9.8 Article 2.1 is hereby deleted in its entirety and replaced with the following:

INFORMATION TO BE FURNISHED BY THE OWNER: The Owner will furnish the Architect/Engineer the information listed in Article 9 not later than forty-five (45) days from the issuance of the Service Order for Phase 1A.

9.9 Pursuant to Article 2.1, the following information and services will be provided to the Architect/Engineer by the Owner:

- Project Book
- Survey
- Geotechnical Testing
- Material Testing
- Environmental Oversight
- Q/C Manual
- Front End Specifications

9.10 Article 3.20 Baby Diaper Changing Accommodations is hereby deleted in its entirety.

9.11 The first paragraph of Article 4.2.1 is hereby deleted in its entirety and replaced with the following:

The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in Article 9 "Special Provisions" of this Agreement and other services normally required for an airport project of this type in accordance with the latest edition of the applicable FAA Advisory Circulars. Services shall also include:

9.12 Pursuant to Article 4.2.1, the Architect/Engineer shall furnish or cause to be furnished in addition to the Services listed in Article 4.2.1 engineering services, including, but not limited to, all civil, structural, electrical, plumbing, and fire protection; signage and graphics; maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, asbestos abatement, erosion controls, Storm Water Pollution Prevention Plan (SWPPP) provisions, and preliminary application for the dewatering permits; lighting; communications; landscape design; as well as related other airfield facilities.

9.13 Article 4.2.1.c is hereby modified by changing the reference to Phase 2 to Phase 3A.

9.14 Article 4.2.9 is hereby deleted in its entirety and replaced with the following:

At the end of Phases 3A, 3B and 3C the Architect/Engineer shall provide input and assistance to the Project Manager for the preparation of Capital Project Fact Sheets and, through the Project Manager, shall schedule a review(s) of all plans and programs with the user representatives of the Owner.

9.15 Article 4.2.11 is hereby deleted in its entirety and replaced with the following:

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars ($5,000,000) or more. At the end of Basic Services Phase 3A, VA/E reviews will be conducted by an independent consultant under contract to the Owner and supervised by the Project Manager. The AO further states that the Architect/Engineer shall assist as needed in the VA/E process.

9.16 Article 4.2.14 is hereby deleted in its entirety and replaced with the following:

The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general

market conditions. Service Orders to proceed with Phases 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

9.17 The title to Article 4.3 is hereby modified to read: PHASE 1A - PROGRAM VERIFICATION

9.18 Pursuant to Sub-Article 4.3.1.10, the Architect/Engineer shall meet the following design standards:

Project Manager will determine which of the following category (if any) is applicable to the project:

NEW CONSTRUCTION:
"Silver" or higher level rating under LEED – NC (New Construction) Rating System.

or

MAJOR RENOVATIONS & REMODELS (exceeds 50% buildings replacement cost):
"Certified" or higher level rating under LEED- NC (New Construction) Rating System.

or

NON-MAJOR RENOVATIONS/REMODELS (construction costs is less than 50% of buildings replacement cost, but in excess of $1 million):
"Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC (New Construction), LEED-EB (Existing Building), or LEED-CI (Commercial Interiors).

or

RENOVATIONS/REMODELS NOT MEETING ABOVE CRITERIA:
Certification shall not be not required, however, the maximum number of LEED approved green building practices that are feasible from a practical and fiscal perspective will be utilized.

9.19 The following Articles are hereby deleted in their entirety: Articles 4.3.2 and all its sub-articles, Articles 4.3.3 and 4.3.4, and Article 4.4 and all its sub-articles.

9.20 Article 4.5.1 and all its sub-articles are hereby deleted in their entirety and replaced with the following:

4.5.1 Phase 3A, 30% Complete Contract Documents

4.5.1.1 Upon the written confirmation of the Architect/Engineer that all elements of the Project have been identified, the Owner may issue a Service Order

to prepare the 30% Contract Documents. The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Contract Documents. Upon completion of the agency(ies) reviews, the Architect/Engineer shall detail in writing the recommendation of the agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual. As a part of this Phase, the Architect/Engineer shall further prepare and submit additional deliverables including but not limited to the following:

A. The Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System (NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.

   The Architect/Engineer shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

   The Architect/Engineer may refer to the Miami-Dade Aviation Department (MDAD) SWPPP guidance manual for information on preparing individual SWPPPs for Owner approval and Contractor implementation.

B. Geometry Layout Plan: A plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, including, as applicable, those for runways, taxiways, taxilanes, aprons, roadways, and bridges; existing facilities, geometric data, centerline, lane lines (for roadways), edges of pavement, curb & gutters, corridor reservation lines (for roadways); and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

C. Drainage: The Architect/Engineer shall provide a functional storm drainage design that is compatible with the implementation of the Stormwater Master Plan for the Miami International Airport Terminal Area and NW Cargo Area. As part of the design effort, the Architect/Engineer shall prepare a drainage report and plan(s) showing the direction and quantities of flows to each drain. The drainage narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

D. Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate MDAD staff.

E. Work Sequence Schedule and Staging Plan: The Architect/Engineer shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan(s). The Architect/Engineer shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.

F. Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the Architect/Engineering requirements, earthwork, utility adjustments and relocations, foundations; roadway, runway, taxiway, apron, or bridge as applicable; substructure, superstructure, drainage, utilities, lighting, signalization, signage, markings, security systems; and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

4.5.1.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with the County.

4.5.1.3 Unless otherwise specified in the article "Special Provisions" of this Agreement, it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, airport needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.

4.5.1.4 The Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately one (1) week. The VA will be conducted by an independent consultant under contract to the Owner and be supervised by the Project Manager. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 3B Services.

4.5.1.5 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16 and/or Owner Technical Specifications as appropriate to this Project. The 30% Contract Documents submitted shall include an updated Phase 3A Project Probable Construction Cost. The Probable Construction Cost update shall be based upon the approved alignment, length, configuration, size and character of the Project. If the Phase 3A Probable Construction Cost indicates that the Project cost shall be more than the approved Construction Cost budget, the Architect/Engineer shall provide a detailed written report explaining and justifying the cost increase. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Project budget. The Architect/Engineer shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for the Phase 3B Basic Services are received from the Owner. All comments

shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.1.6 The Architect/Engineer shall prepare exhibits required to convey the intent, length, alignment and size of the Project during Phase 3A presentation to the Owner for Owner's and Users' reviews. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required.

4.5.1.7 The Architect/Engineer shall also, to the extent applicable based on refinements and modifications effected during the 30% Contract Documents phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 3A Basic Services.

9.21 Article 4.5.2.5 is hereby deleted in its entirety and replaced with the following:
The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, engineering, structural, plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16 and/or Owner Technical Specifications as appropriate to this Project. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 75% Contract Documents to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost.

9.22 Article 4.5.2.6 is hereby deleted in its entirety and replaced with the following:

The Architect/Engineer shall participate in an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction

Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 3A VA have been incorporated into the Contract Documents.

9.23 Article 4.5.3.2 is hereby deleted in its entirety and replaced with the following:

The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, engineering, structural, plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and/or Owner Technical Specifications as appropriate to this Project and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

9.24 The following is hereby added as Article 4.5.3.3

The Architect/Engineer shall assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Bidding Documents.

9.25 Article 4.6.1 is hereby modified by changing the reference to seven (7) calendar days to ten (10) calendar days.

9.26 The following is hereby replacing Article 4.7.5

1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the

work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or

2. Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents, in which case the Architect/Engineer shall again be directed to perform the work. The Department may compensate the Architect/Engineer for the Work necessary to revise the Contract Documents should it be determined by the Department that the excess cost is a result of circumstances beyond the control of the Architect/Engineer. These outside circumstances may include, but not limited to: unforeseeable fluctuation in the cost of materials or services, changes in market conditions and demand in the construction industry or other unforeseeable circumstances. Article 5.2.2 is hereby modified by changing the reference to Phase 2 to Phase 3A; or

3. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

9.27 Article 5.2.3 is hereby modified by changing the reference to Phase 2 to Phase 3A.

9.28 Article 6.3 is hereby deleted in its entirety and replaced with the following:

All printing and reproduction costs shall be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed. The Department shall also reimburse the Architect/Engineer for the cost of printing of Contract Documents as stated in Article 4.7.5, (2).

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

ARCHITECT/ENGINEER (CORPORATION)

H.J. Ross Associates, Inc
Legal Name of Corporation

ATTEST:

Assistant Secretary: _____ By: _____
Signature and Seal — Architect/Engineer - Signature

Allison K. Bagley — Mariano O. Valle, Sr. Vice President
Type Name — Type Name & Title

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ _____
Type Name

SSN: _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSERS

Legal Sufficiency: _____ Date: _____
Assistant County Attorney

ATTEST:

_____, CLERK

BY: _____ By: _____
Deputy Clerk — Mayor
(Miami-Dade County Seal)

Approved as to form and legal sufficiency
Assistant County Attorney

158

APPENDIX 1

PRINCIPALS OF THE ARCHITECT/ENGINEER

Name	Title
Richard A, Waters, P.E.	Principal/Vice President
Mariano O. Valle, P.E.	Principal/Sr. Vice President
Alvaro J. Piedrahita, P.E.	Principal – In-Charge/President

APPENDIX 2

CRITICAL PERSONNEL
(Per Article 3.21)

STAFF PERSON	TITLE	COMPANY
Richard P. Raymond	Project Manager	H.J. ROSS
Richard A. Waters, PE	Agency Coordination	H.J. ROSS
Mariano O. Valle, PE	QA/QC	H.J. ROSS
Alvaro J. Piedrahita, PE	Principal In-Charge	H.J. ROSS
Adolfo O. Canal, PE	Sr. Project Engineer	H.J. ROSS
Luis Lopez-Blazquez, PE	Sr. Project Engineer	H.J. ROSS
Michael K. Miller, PE	Sr. Project Engineer	H.J. ROSS
Armando Caballero, PE	Sr. Project Engineer	H.J. ROSS
James R. Rosales, PE	Sr. Project Engineer	H.J. ROSS
Rosiemarie Hernandez	Sr. Project Engineer	H.J. ROSS
Colin P. Henderson	Sr. Project Engineer	H.J. ROSS

DBE PARTICIPATION PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISION PROPOSER

1) UTILIZATION OF DBE PROPOSER

(a) *The Proposer, sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Proposer shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contract. The MDAD DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. The MDAD may impose sanctions to proposers who fail to carry out the terms of this Provision as provided under Part 26.*

(b) Each sub-contract the prime proposer signs with a sub-contractor must include the following assurance:

> "The proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer shall carry our applicable requirements of 49 CFR part 26 in the award and administration of this contract. Failure by the proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or as the MDAD deems appropriate."

(c) Award of this contract will be conditioned upon satisfying the requirements of these Proposal specifications. These requirements apply to all Proposers, including those who qualify as a DBE. A DBE contract goal of ____% participation has been established for this contract. The Proposer shall make good faith efforts, as defined in Appendix A, 49 CFR of Part 26, Section 26.53, to meet the contract goal for DBE participation in the performance of this contract.

(d) The Proposer will be required to submit the following information with its Proposal in order to be deemed responsive:

1) The Disadvantaged Business Enterprises (DBE) Utilization Form (Form No. DBE-MA-1 Attached).

2) If the contract DBE goal is not met, documentation demonstrating good faith effort must be included with the proposal.

Provided the Proposer shall have submitted completed forms and information required by these Provisions, and its bid is otherwise responsive to the solicitation, a Proposer shall be provided an opportunity to participate in the proceedings set out in this Provision.

The Proposer's failure to submit completed forms and information required by these Provisions can neither be cured by supplementary submittals and testimony at hearings nor shall the non-responsiveness of the proposal on account thereof be waived, negotiated or compromised.

(e) The Proposer will be required to submit the following information by 4:00 p.m. on the second business day following bid proposal opening in order to be deemed responsible:

1) The Schedule of Participation: which constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the DBEs listed are available and have agreed to perform as specified (Form No. DBE-MA-2 Attached).

2) Letter (s) of Intent: all Proposers must submit signed Letter(s) of Intent completed by the participating certified DBE sub-contractor. Be sure to include their respective dollar value and percentage of work. Expenditures to DBEs on a Schedule of Participation that are not confirmed by a Letter(s) of Intent shall not count toward the goal (Form No. DBE-MA-3 Attached).

(f) Determination of Compliance: The total price for work to be performed by DBE firms as indicated in the Proposer's Schedule of Participation by DBE firms is required to be sufficient to fulfill the stated goal, unless the Proposer shall demonstrate to the satisfaction of MDAD that:

1) it has made every reasonable effort to contact and negotiate with DBE firms in an attempt to sub-contract work, including every reasonable effort to select the portions of the work proposed to be sub-contracted, in order to achieve the stated goal.
2) it was unable, notwithstanding such efforts, to achieve the stated goal because DBE firms were not Qualified or were Unavailable; and
3) it included in its Schedule of Participation, all such proposed agreements it was able to make.

MDAD shall not award a Contract to any Proposer which it determines fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any Proposer or any Proposer performing any work under the Contract from any of the terms, conditions, or requirements of the Contract or modify Owner's rights as reserved in the Contract Documents.

Attendance at pre-proposal conferences is encouraged to ensure that the proposer and their sub-contractors are aware of the reporting requirements and their responsibilities as they relate to the DBE Program. MDAD staff makes itself available to both the proposer and their sub-contractors during the course of the contract if any dispute arises concerning the DBE requirements.

The certification process is the starting point for participation in Miami-Dade County for DBE's wishing to participate in MDCAD DBE Programs. In order to participate as a DBE, a firm must be certified by the Miami-Dade County Department of Small Business Development (SBD) and have a valid certification from SBD at the time of proposal submittal, and must maintain their certification throughout the life of the contract.

Application for certification as a DBE may be obtained by contacting the Miami-Dade County, Department of Small Business Development (SBD) located at 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami, Florida 33128-1974 or by telephone at (305) 375-3111 or facsimile at (305) 375-3160, or visit their website at www.co.miami-dade.fl.us/DBD.

The DBE Certification List is maintained and published at least every other week by the Miami-Dade County, Department of Small Business Development (SBD), and contains the names and addresses of currently certified Disadvantaged Business Enterprise (DBE's) certified by them.

The FLUCP Directory is available at www.bipincwebapps.com/biznetflorida/. The Directory lists the firm's name address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform. The FLUCP updates the data every 24 hours and revises the Directory regularly. The address for Florida UCP is:

Florida Department of Transportation,
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, Florida 32399-0450
Tel: (850) 414-4747 Fax: (850) 414-4879

2) Investigations and Recommendation by Compliance Officer:

In the event that the Proposer has not met the stated goals, and has submitted the good faith efforts extended by the Proposer to meet the stated goals, the Compliance Officer may, require that the Proposer meet with the Compliance Officer at Miami-Dade County Aviation Department, Minority Affairs Division Building 5A, 3rd Floor, P.O. Box 025504, Miami, Florida 33102-5504, or such other place as the Compliance Officer may designate.
The purpose of this meeting shall be for the Compliance Officer to determine, if necessary, whether the good faith efforts of the Proposer to meet the stated goals are sufficient. At this meeting the Proposer shall have an opportunity to present information pertinent to its compliance with the applicable requirements.

The Compliance Officer may require the Proposer to produce such additional information as the Compliance Officer deems appropriate.

No later than fifteen (15) days after the initial meeting with the Proposer, the Compliance Officer shall make a written recommendation to the Aviation Director or his/her designee (hereinafter referred to as "Director") which shall include a statement of the facts and reasons upon which the recommendation is based.

a) Determination by MDAD - Following receipt of the recommendation, the Director shall, at his discretion, request such further information from the Proposer as he deems appropriate, and may rely upon any factual conclusion reported by the Compliance Officer which is not contradicted by the Proposer, relevant to the issues on which his recommendation to the Board will be based. As soon as practicable, the Director shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the Proposal of such Proposer complies with the requirements of these Provisions or recommending to the Board that the Contract not be awarded to the

Proposer. A copy of such determination shall be sent to the Proposer. Such determination shall not affect the power of the Board of County Commissioners to reject the Proposer's Proposal for any other reason or to take action on the recommendation of the Director as it deems appropriate.

b) Consideration of Other Proposals - If MDAD deems it advisable in the interest of expediting the award of the Contract, the procedures set forth in these Provisions may be carried out with respect to the Proposals of one or more additional Proposers at the same or different times with each such proceeding to be separately conducted.

c) Failure of Proposer to Participate - The Proposer will be bound by proceedings under these Provisions to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to these Provisions, shall not be grounds for reconsideration of any actions taken in the proceedings under these Provisions.

d) Substitution of DBE Firms for those listed in the Schedule of Participation by DBE Firms and Letter (s) of Intent Prior to Contract Award - A Proposer must submit in writing any substitution of another firm from that provided in its Schedule of Participation. Such authorization may be given upon a determination that:

(i) although listed by a Proposer in good faith, a sub-contractor appearing on the Proposer's Schedule of Participation is not a DBE sub-contractor, is not qualified or is unavailable and that,

(ii) if the work scheduled to be performed by the said proposer is not performed by a DBE sub-contractor, the Proposer will not achieve the level of participation listed on its schedule. Upon receiving such authorization, the Proposer shall make every reasonable effort to replace a sub-contractor listed in its Schedule of Participation with another qualified DBE sub-contractor to perform, for not less than the same price or the price necessary to achieve the level of participation listed on its schedule, the same work or other work not appearing on the Schedule included with its Proposal submission. Failure on the part of the Proposer to comply with all of the requirements of these Provisions shall be grounds for the recommendation of the Director to the Board of County Commissioners that the Contract not be awarded to the Proposer.

3) Administrative Reconsideration

1) Within 5 days of being informed by MDAD that its Proposal is not responsive/responsible, because it has not documented sufficient good faith efforts, a Proposer may request administrative reconsideration. Proposer should make this request in writing to the Contracting Officer: Aviation Director, P.O. Box 025504, Miami, Florida 33102-5504, telephone number (305) 876-7077. The reconsideration official will not have played any role in the original determination that the Proposer did not make to document sufficient good faith efforts.

2) As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. MDAD will send the Proposer a written decision on reconsideration, explaining the basis for finding that Proposer did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

3) In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a proposer, who in turn lets subsequent sub-contracts for the work of the project, MDAD may establish a goal for the project.

   The master proposer will then establish contract goals, as appropriate for the sub-contracts it lets. MDAD will maintain oversight of the master proposer's activities to ensure that they are conducted consistent with the requirements of the DBE plan.

4) MDAD will require that a prime proposer not terminate for convenience a DBE sub-contractor (or an approved substitute DBE firm) and then perform the work of the terminated sub-contractor with its own forces or those of an affiliate, without prior written consent by the Aviation Director or designee.

5) When a DBE sub-contractor is terminated, or fails to complete its work on the contract for any reason, MDAD will require the prime proposer to make good faith efforts to find another DBE sub-contractor to substitute for the original DBE.

   These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established.

6) MDAD will include in each prime contract a provision for appropriate administrative remedies that it will invoke if the prime proposer fails to comply with the DBE requirements of the contract.

4) REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD:

A) Schedule of Participation - The Proposer shall sub-contract with those sub-contractors listed on the Schedule of Participation by DBE, with substitutions authorized under these Provisions, and shall thereafter neither terminate such sub-contractor(s) nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE sub-contractor(s) thereunder without the prior written authorization of the Director.

B) Substitution of Sub-contractors:

1) **Excuse from Entering Sub-contracts.** If prior to execution of a sub-contract

required by these Provisions, the Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Proposer which is to enter into such sub-contract has become not qualified, or that the DBE Proposer has unreasonably refused to execute the sub-contract, the Successful Proposer shall be excused from executing such sub-contract.

2) **Rightful Termination of Sub-contracts.** If after execution of a sub-contract required by these provisions, the Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such sub-contract, a DBE Proposer which entered into such sub-contract has become not qualified or has committed and failed to remedy a material breach of the sub-contract, the Proposer shall be entitled to exercise such rights as may be available to it to terminate the sub-contract.

3) **Determination of Excuse of Rightful Termination.** If the Proposer at any time submits a written request under these Provisions, the Director, as soon as practicable, shall determine whether the Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Proposer an opportunity to present pertinent information and arguments.

4) **Alternative Sub-contracts**. If the Proposer is excused from entering a sub-contract under this Regulation or rightfully terminates a sub-contract under this Regulation and without such sub-contract the Proposer will not achieve the level of DBE Participation upon which the contract was awarded, the Proposer shall make every reasonable effort to enter into an alternative sub-contract or sub-contracts for the same work to be performed by another Qualified DBE sub-contract or sub-contracts for a contract price or prices totaling not less than the contract price under the excused or terminated sub-contract, less all amounts previously paid thereunder. The Proposer shall be deemed to satisfy the requirements of this Regulation if:

   a) it shall enter each such alternative sub-contract(s) for the same work;
   b) it demonstrates to the satisfaction of the Director that it has made every reasonable effort to negotiate with a DBE Proposer in an attempt to sub-contract such work, but that it was unable to sub-contract the work because the DBE Proposer were (i) not Qualified; (ii)Unavailable; or (iii) although Qualified and not Unavailable, were unwilling or unable to propose a price for such work equal to or less than the price originally scheduled for such work (less all amount previously paid thereof);
   c) when situations covered by these Regulations arises, the Compliance Officer shall promptly meet with the Proposer and provide him an opportunity to demonstrate compliance with these Provisions. The Compliance Officer

shall, as promptly as practicable, recommend to the Director whether the Proposer should be determined to be in continued compliance with these Provisions.

The Compliance Officer may require the Proposer to produce such information as the Compliance Officer deems appropriate and may obtain whatever other and further information from whatever source the Compliance Officer deems appropriate. A copy of the Compliance Officer's recommendation shall be promptly hand delivered or sent by registered mail to the Proposer. The Compliance Officer shall not make his/her recommendation under this paragraph without giving the Proposer notice and an opportunity to present pertinent information and arguments.

The Director will consider objections to the Compliance Officer's recommendation only if such written objections are received by the Director within five (5) calendar days from the Proposer's receipt of the Compliance Officer's recommendation. The Director will reply to the Proposer's written objection within (10) days of receipt of these objections.

5) Prompt Payment and Retainage

The MDAD will include the following clauses in each DOT-assisted contract:

The Proposer agrees to pay each subcontractor under this prime contract for satisfactory performance of its Contract forthwith, but no later than thirty (30) days from the receipt of each payment the Proposer receives from the MDAD. The Proposer agrees further to release retainage to each subcontractor within (30) days after the subcontractor's work is satisfactorily completed as determined by the MDAD. Any delay or postponement of payment from the above referenced time frame may occur only for the good cause following written approval of the MDAD. This clause applies to both DBE and non-DBE subcontractors.

The Proposer agrees to include in their subcontracts, language providing that prime contractors and subcontractors will use the same dispute resolution mechanism to resolve payment disputes as required by MDAD Ordinance 94-90 as amended, and Administrative Order 3-19.

The Proposer agrees to the contract requirements of Miami-Dade County, Florida Code, Section 10-35, Release of Claim by Subcontractors Required, which states that prime contractors will not be reimbursed for work performed unless they pay all subcontractors and all direct suppliers of the prime contractor who have performed any work or supplied any materials for the project as of that date their proportionate share of all previous draws and must provide the MDAD's Project Manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors, and direct suppliers.

Other mechanisms, consistent with this part, the terms of the County contract and applicable state and local law, to ensure that DBEs and other non-DBE subcontractors are fully and promptly paid.

Dispute Resolution

MDAD/Miami-Dade County Prompt Payment Ordinance 94-90, as amended, and Administrative Order 3-19 requires the following dispute resolution procedures:

The department shall be responsible for establishing internal procedures to expeditiously resolve disputed invoices.

In the event a disputed invoice cannot be resolved by the department, the County Procurement Management Division (PMD) shall be responsible to hear the dispute between the County and the vendor concerning the payment of an invoice. Proceedings to resolve the dispute shall commence by PMD no later than forty-five (45) days after the date on which the proper invoice was received by the County. The proceeding shall be recorded or transcribed, at the expense of the County, and shall be conducted on an informal basis, with hearsay evidence being admissible.

No later than five (5) working days from the proceeding, the Director of PMD shall issue a written report to the County Manager detailing the dispute with recommendation for resolution. The County Manager, or his/her designee(s), shall issue a final written decision no later than sixty (60) days after the date on which the proper invoice was received by the County.

If the dispute is resolved in favor of the County, interest charges shall begin to accrue on the resolved sum fifteen (15) days after the Manager's, or his/her designee's final decision.

If the dispute is resolved in favor of the vendor, the interest shall begin to accrue as of the original date the payment became due.

Sanctions for Non-compliance

Failure of the Proposer to adhere to prompt payment, the dispute process and retainage return may cause the MDAD to impose sanctions for violation for failure to comply with the terms and conditions of MDAD DOT-assisted prime contracts.

6) Procedures for Post Monitoring

MDAD shall monitor the compliance of the Proposer with the requirements of these Provisions during the course of the work to be performed under the contract. MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these Provisions, including, but not limited to, manpower tables, records of expenditures, observations at the job site, and contracts between the Proposer and his sub-contractors, suppliers and material men entered into during the life of the Contract.

The MDAD's DBE Program also includes a monitoring and enforcement mechanism to verify that

the work committed to DBEs at contract award is actually performed by the DBEs. This mechanism provides for a running tally of actual DBE attainments (i.e., payments actually made to DBE firms); includes a provision ensuring that DBE participation is credited toward overall or contract goals when payments are actually made to DBE firms; and requires the following elements:

1) Site inspections are conducted to verify that the DBE proposers identified as performing work on our contracts are actually doing the work. Inspections may include desktop audits where invoices are examined as well as payments.
2) Sub-contracts may be reviewed and employees interviewed to verify information that has been submitted.
3) A notarized Monthly Utilization Report (MUR), as found in Form DBE-MA-4 (Attached), is required from all proposers in which a DBE goal has been set. The reports provide the dollars paid to the prime proposer and what the prime proposer has paid each to their sub-contractors. This data is entered into a database to be monitored for compliance with goals.
4) Prime proposer must include with their MUR, proof of payment to the DBE sub-contractors. This is achieved by providing copies of checks or written statements from the sub-contractors in which they acknowledge payment.

7) <u>Sanctions for Violations</u>

If at any time MDAD has reason to believe that the Proposer is in violation of its obligation under these Provisions, or has otherwise failed to comply with these Provisions, MDAD may, in addition to pursuing any other legal remedy, commence proceeding to impose sanctions on the Proposer. Such sanctions may include, but are not limited to, one or more of the following:

1) The suspension of any payment or part thereof due the Proposer until such time as the issues concerning the Proposer's Compliance are resolved.

2) Work Stoppage.

3) The termination, suspension or cancellation of the Contract in whole or in part, unless the Proposer demonstrates within a reasonable time its compliance with the terms of these Provisions.

4) The debarment of the Proposer to participate in any further contracts awarded by MDAD for a period no longer than three years. No such sanction shall be imposed by MDAD upon the Proposer except pursuant to a hearing conducted by the Director.

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL

171

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

Signature **Date**

Print Name **Title** **Company Name**

FORM DBE-MA-2 **Revised May 15, 2002**

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

Signature **Date**

Print Name **Title** **Company Name**

FORM DBE-MA-2 **Revised May 15, 2002**

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT FOR CONSTRUCTION AND A/E PROJECTS

This report is required to be submitted by the tenth day or before of each month to Miami Dade County (MDC). If project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, in addition to any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

REPORTING PERIOD	
FROM:	
TO:	

PROJECT NAME:			%	DBE PROJECT MEASURE
PROJECT NUMBER:		PROJECTED START DATE:		GOAL
PROJECT LOCATION:				

PRIME CONTRACTOR	
NAME:	
ADDRESS:	
PHONE:	

CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD	% COMPLETE TO DATE	COMPLETION DATE

AMOUNT OF REQUISITION THIS PERIOD: $_____

TOTAL AMOUNT REQUISITIONED TO DATE: $_____

LAST PAYMENT BY Miami-Dade County (MDC): $_____

TOTAL AMOUNT PAID BY MDC: $_____

DATE REQUISITIONED: _____

DATE OF LAST PMT. BY MDC: _____

Was last MDC pmt. within 14 days of Prime' requisition?
YES ☐ NO ☐

DID LAST MDC PMT. EQUAL REQUISITION AMOUNT? YES ☐ NO ☐
IF "NO" PLEASE EXPLAIN:

_____

_____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) OPPORTUNITIES

NAME OF DBE	GOAL %	TIER 1,2,3, 4	CONTRACT PERIOD START DATE	CONTRACT PERIOD END DATE	DESCRIPTION OF WORK	SIGNED CONTRACT AGREEMENT	CONTRACT AMOUNT	AMOUNT REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMOUNT REQUITIONED TO DATE	LAST PAYMENT	LAST PAYMENT DATE	Was last pmt. within 2 days of MDC payment to Prime? (Y/N)-	PAID TO DATE
						TOTAL								

Executed by:

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Date Phone

Sworn before me:
This_____ Day of_____ 20_____

_____
Notary Public

123

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

_____ The bidder/offeror is committed to a minimum of _____% DBE utilization in this Contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____% is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____ Title: _____
(Signature)

_____ Date: _____
(Print Name)

FORM DBE-MA-1
Revised May 15, 2002

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To:_____

Project:_____

Contract Number:_____ **Total $ value & % of Bidder/Proposal:**_____

The undersigned holds DBD Certificate No._____ **expiring on,**_____ **20**_____.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe):_____

Description of Services	$ value & % of Bid/Proposal

Total%_____

Signature_____ **Date**_____

Print Name_____ **Title**_____

DBE Firm_____

FORM DBE-MA-3
Revised May 15, 2002

AFFIDAVITS

APPENDIX _____

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE MIA Runway 8R/26L Pavement Rehabilitation

PROJECT NUMBER E07-MDAD-02

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Mariano Valle (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

H. J. Ross Associates, Inc.
(Name of Entity)

201 Alhambra Circle, Suite 900 Coral Gables, FL 33134
(Address of Entity)

6 / 5 - 0 / 1 / 6 / 3 / 3 / 8 / 9
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Sr. Vice President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1 A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__xx__ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

_____ The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__XX__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

__XX__ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1

OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   H. J. Ross Associates, Inc.

   201 ALhambra Circle, Suite 900

   Coral Gables, FL 33134

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

   Alvaro Piedrahita, President; Mariano Valle, Sr. Vice Pres
   Robert A Peterson, Sec'y/Treas; Allison Bagby, Asst. Sec'y
   Charles Deeb, Michael Miller, Richard Waters, Vice President

   Business Address: 201 Alhambra Circle, Suite 900, Coral Gables

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

   Directors: Alvaro Piedrahita, Robert Peterson

   Business Address: 201 Alhambra Circle, Suite 900, Coral Gables

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   T.Y.Lin International 100% Stockholder
   2 Harrison Street Suite 500
   San Francisco, CA 94105

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

PART II
EMPLOYMENT DISCLOSURE

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ☒ No

2. Does your firm provide paid health care benefits for its employees?

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	23	Males	6	Females
Asian:	0	Males	0	Females
Black:	6	Males	0	Females
Native American:	0	Males	0	Females
Hispanics:	37	Males	18	Females
Alaskan Natives:	0	Males	0	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females
Total:	66		24	

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**
** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
07/1994	$ 3,686,000	$ 7,519,150	____%

Name of Dept. & Summary of Services Performed: Concourse E Satellite Extension R1200-94

Litigation Arising out of Contract: N/A

(2)			
10/1996	$ 2,000,000	$ on-going	____%

Name of Dept. & Summary of Services Performed: Misc. Fueling Engineering Services E95-DCAD-02

Litigation Arising out of Contract: N/A

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

06-2000 $ 250,000 $ 200,891 ____%

Name of Dept. & Summary of Services Performed: BCCO Misc. Engineering Services
E98-BCCO-01-1

Litigation Arising out of Contract: N/A

(4)

(4)

03/2001 $ 9,703,022 $ on-going ____%

Name of Dept. & Summary of Services Performed: MIA North Terminal Development Design Project
MIA-732-R-1

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(5)

08/2001 $750,000 $on-going ____%

Name of Dept. & Summary of Services Performed: MDTA General Engineering Services TA00-TPS-9

Litigation Arising out of Contract: N/A

(4)

(6)

11/2001 $4,500,000 $4,409,728 ____%

Name of Dept.: Engineering Management - Master Consultant

& Summary of Services Performed: E01-DERM-03-EP

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(7)

12/2001 $500,000 $189,262 ____%

Name of Dept. & Summary of Services Performed: Misc Mechanical/Electrical Engineering Professional Services E00-PARK-03

Litigation Arising out of Contract: N/A

(8)

08/2002 $44,700 $44,700 ____%

Name of Dept. & Summary of Services Performed: Value Analysis/Passenger Terminal EDP-SP-CM01-SEA-01

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(9)

04/2003 $38,172 $ 38,172 ____%

Name of Dept. & Summary of Services Performed: Gantry Crane Electrification Value Engineering EDP-SP-SR-99.099

Litigation Arising out of Contract: N/A

(10)

04/2004 $ 75,593.00 $ on-going ____%

Name of Dept. & Summary of Services Performed: Goulds Busway Shelter at SW 220th Street EDP-mT-SR-TR04-GBS

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(11)

03/2005 $112,990 $98,610 ____%

Name of Dept. & Summary of Services Performed: Metromover escalator covers & escalator repl. EDP-MT-SR-TR05-MV5

Litigation Arising out of Contract: N/A

(12)

01/2006 $50,000 $41,870 ____%

Name of Dept. & Summary of Services Performed: Tunnel Design to Evaluate Existing Tunnel at MIA EDP-AV-710814-2104-A

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(13)

06/2006 $ 1,503,750 $on-going ____ ____%

Name of Dept. & Summary of Services Performed: Aviation Fueling Services (SIC871) E05-MDAD-01

Litigation Arising out of Contract: N/A

(14)

06/2006 $ 825,000 $ on-going ____ ____%

Name of Dept. & Summary of Services Performed: Consultant Services for Construction Inspection Services E05-OCI-02, B

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(15)

07/2006 $15,000 $15,000 ____%

Name of Dept. & Summary of Services Performed: Mooring Extension at Cruise Terminal 5 EDP-SP-05-009

Litigation Arising out of Contract: N/A

(16)

09/2006 $1,116,500 $on-gong ____%

Name of Dept. & Summary of Services Performed: Full Service Project Specific Professional Services for Park and Recreation Marina Improvements A05-PARK-01

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(17)			
03/2007	$ 781,650	$ on-going	%

Name of Dept. & Summary of Services Performed: Design of Pedestrian Overpasses at South Miami and University Metrorail Stations
E05-MDT-01, PTP

Litigation Arising out of Contract: N/A

(18)			
05/2007	$ 44,830	$ 44,830	%

Name of Dept. & Summary of Services Performed: Product Approval Engineering Services
EDP-BC-PROD07-02

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 61

B. 1. Has the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

☒ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 009133 and the expiration date of Feb 28, 2009 .

☐ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__xx__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

__xx__ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

__xx__ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

__XX__ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORK PLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

__XX__ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract

IGT

and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

__XX__ The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

__XX__ The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title Mariano O. Valle, Sr. Vice Pres.

Date 8/7/08

STATE OF: Florida

COUNTY OF: Miami-Dade

The above certifications/verifications were acknowledged before me this 8th day of August, 20 08

by Mariano O. Valle, Sr. Vice President,
(Authorized Representative)

of H.J.Ross Associates, Inc.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Stamp or Seal:

Notary Public State of Florida
Trudy L Molendyk
My Commission DD461195
Expires 08/21/2009

Trudy L. Molendyk
(Print Name)

Notary Commission Number: DD461195

My Commission Expires: 08/21/09

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 00-30)

Firm Name of Prime Contractor/Respondent:: H. J.Ross Associates, Inc. Project No. E07-MDAD-02

Project Name: MIA Runway 8R/26L Pavement Rehabilitation

Business Name and Address of First tier Subcontractor/Subconsultant	**Principal Owner**	**Scope of Work to be Performed by Subcontractor/Subconsultant**	**Subcontractor Dollar Amount**	**(Principal Owner) Gender**	**Race**
CRJ Associates, Inc. 7220 NW 36th St #408, Miami FL 33166	Harry Christie	Professional Engineering Services	10%	M	H
Nifah & Partners Consulting Services, Inc. 12350 SW 132 Ct #202, Miami, FL 33186	Sam Nifah	Professional Engineering Services	7%	M	B
Triangle Associates, Inc. 14100 Palmetto Frontage Rd #390 Miami	Osiris Quintana	Professional Engineering Services	7%	F	H
Rodolfo Ibarra, PA 9310 SW 69th St, Miami FL 33173	Rodolfo Ibarra	Civil Engineering Services	5%	M	H
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender**	**Race**

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent Signature — Mariano O. Valle, Print Name — Sr. Vice President, Print Title — 8/7/08, Date

(Duplicate if additional space is needed)

SUBCONTRACTING POLICIES STATEMENT
PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

H.J. Ross Associates, Inc.
Engineers • Planners • Scientists

2nd Alhambra Circle, Suite 900
Coral Gables, FL 33134
Telephone: (305) 567-1888
Facsimile: (305) 567-1771

PROCUREMENT POLICY

It is the policy of H. J. ROSS ASSOCIATES, INC. and all of its subsidiaries and affiliates to afford equal opportunity to all vendors and suppliers of materials to firms providing goods and services to shall not be discriminated against based on the owner's race, age, sex, religion, disability, color, national origin, or status as a veteran.

H. J. ROSS ASSOCIATES, INC. will:

1. Solicit bids from all qualified firms, regardless of ownership. Including the utilitization of lists of qualified vendors maintained by the Department of Small Business Development.

2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.

3. Ensure that final purchases are in accordance with the principals of equal opportunity.

4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc. will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

I firmly endorse and support our EQUAL OPPORTUNITY PROGRAM and have established an AFFIRMATIVE ACTION PROGRAM to ensure our continued commitment. I am confident that all of its subsidiaries and affiliates will provide their full support, cooperation and effort to ensure the committed successful achievement of this program.

MARIANO O. VALLE, PE
SENIOR VICE-PRESIDENT

February 6, 2008
DATE

200

H.J. Ross Associates, Inc.
Engineers • Planners • Scientists

201 Alhambra Circle, Suite 900
Coral Gables, FL 33134
Telephone: (305) 567-1888
Facsimile: (305) 567-1771

PROCUREMENT PROCEDURE

H. J. ROSS ASSOCIATES, INC. shall purchase all commodities, equipment and services through the normal purchasing procedures implemented by department heads, supervisors and others responsible for purchasing for H. J. ROSS ASSOCIATES, INC.

The following bidding procedures shall be utilized (bidding requirements are based on total cost of the purchase):

1. **Purchases $250 to $999:**

   Telephone quotes will be obtained from at least three (3) businesses, particularly when the vendor list contains more than three (3) suppliers for the requested service or commodity. The Purchase Order will be issued to the lowest qualified and responsible bidder.

2. **Purchases $1,000 to $4,999:**

   Written quotes will be solicited using the Solicitation of Quote form detailing the items or services to be purchased and other pertinent information and mailed to interested businesses. The Purchase Orders shall be issued to the lowest, qualified and responsible bidder.

3. **Purchases $5,000 and Up:**

   Formal sealed bids will be solicited by mailing an "Invitation to Bid" form to interested companies. All bids must be received prior to or by the scheduled bid opening date and time. Bids received after the scheduled opening will be returned to the bidder unopened. At the scheduled date and time, the bids are opened and read publicly. The award will be made to the lowest qualified and responsible bidder meeting the specifications.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 03/03/2008

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

H.J. Ross Associates, Inc.
201 Alhambra Circle
Coral Gables, FL 33134

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-076
INSURER B: Hartford Fire Insurance Company	19682-100
INSURER C: National Union Fire Ins Co of Pittsburgh	19445-100
INSURER D: Lexington Insurance Company	19437-000
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL1617549	3/1/2008	3/1/2009	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
		X CONTRACTUAL LIABILITY				PERSONAL & ADV INJURY	$ 1,000,000
		X CROSS LIABILITY				GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY X PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	57UUNTM3465	3/1/2008	3/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY	BE5685980	3/1/2008	3/1/2009	EACH OCCURRENCE	$ 5,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 5,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1593776 (CA)	3/1/2008	3/1/2009	X WC STATU-TORY LIMITS OTH-ER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC1593777 (AOS)	3/1/2008	3/1/2009	E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		OTHER	1156902	2/27/2008	2/27/2009		
		Professional Liability				$2,000,000 EACH CLAIM $2,000,000 AGGREGATE $ 200,000 SIR	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Miami-Dade Aviation Dept.
P.O. Box 592075
Miami, FL 33159

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

JC3