Memorandum

MIAMI-DADE COUNTY

Date:	March 18, 2014
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Ratification of the First Amendment to the Project Specific Services Agreement with Burns & McDonnell Engineering Company, Inc. for Aviation Fueling Services, Project No. E05-MDAD-01, in the amount of $371,928.00

Agenda Item No. 3(B)(1)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached Resolution ratifying the actions of the County Mayor's designee, pursuant to the provisions of the Miami-Dade Aviation Department's (MDAD) Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, approving the First Amendment to the Project Specific Services Agreement with Burns & McDonnell Engineering Company, Inc. for Aviation Fueling Services at Miami International Airport (MIA), Project No. E05-MDAD-01, increasing the Agreement amount by a total of $371,928.00.

SCOPE

Miami International Airport is located primarily within Chairwoman Rebeca Sosa's District Six; however, the impact of this agenda item is countywide in nature as MIA is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The cost for the required additional design and related services under this Amendment totaled $371,928.00. These costs were disbursed from the MDAD Environmental Reserve Fund.

TRACK RECORD/MONITOR

Burns & McDonnell has performed satisfactorily on this Agreement, according to Miami-Dade Aviation Department (MDAD) Project Manager Gustavo Leal, Engineer III, Civil Environmental Engineering Division.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the County's Small Business Development (SBD) Division revealed no violations for this firm.

BACKGROUND

A March 23, 2011, fire at the MIA Jet Fuel Storage Facility completely destroyed the existent fire suppression capabilities of the north bank of pumps. MIA was not able to supply fuel to aircraft for six (6) days, causing a severe disruption to this critical operation. MDAD restored delivery of jet fuel to the fuel hydrant via a temporary bank of six (6) pumps and two (2) filters. Due to the destruction of the fire suppression system, Miami-Dade Fire Department (MDFD) was required to maintain staff and pump trucks at the site around-the-clock to allow use of this temporary fueling system. This temporary system lacked appropriate fire protection and all other fueling components to make it fully reliable and safe, and was not a permanent solution to the fueling needs at MIA.

The PSA for Burns & McDonnell was issued under Resolution No. R-638-06. After the fire, MDAD issued the attached Amendment to the PSA to design a code-compliant fire suppression system. While the original contract term had expired, work orders remained active pursuant to the terms of the contract. Given the identical work scope, the continuing obligations on-site, and the potential delay that would be caused by a procurement process, MDAD directed Burns & McDonnell to provide these services, with payment to be authorized by a First Amendment.

A companion fueling design item for H.J. Ross accompanies this one. For the fuel facility reconstruction project, the scope of work for the design was split in two: H.J. Ross performed all mechanical related designs

for the MIA fueling systems as it has vast experience in this field; Burns & McDonnell designed the fire suppression system along with the site and work-related services as it has a well-known team of certified Fire Engineers. Due the magnitude of the portion of H.J. Ross design work and related services associated with it, its services cost more than the portion done by Burns & McDonnell.

Work on the North Pump Rack Replacement Facility was completed in June 2012 and the South Pump Rack, which needed to be upgraded to meet Miami-Dade Fire Rescue Department requirements, was completed in October 2012. The commissioning and close-out phases were accomplished in November 2012, and the facility has been in service since February 2013. As a result of this work, design and construction work for the fuel farm were completed expeditiously.

PROJECT:	Aviation Fueling Services at MIA
PROJECT NO.:	Project No. E05-MDAD-01
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Burns & McDonnell Engineering Company, Inc.
TERM OF AGREEMENT:	Tasks were completed and the repairs permitted for full operations by January 31, 2013. The contract is closed out and there are no outstanding service orders.
ORIGINAL AGREEMENT AMOUNT:	$1,503,750.00
ADJUSTED AGREEMENT AMOUNT:	$1,875,678.00
RECOMMENDED MODIFICATION:	Increase the original Agreement amount from $1,503,750.00 by $371,928.00 for a new total of $1,875,678.00, including the Inspector General fee
CONTRACT MEASURES:	CBE Subconsultant Goal of 35%*
CONTRACT MEASURES ACHIEVED TO DATE:	Ambro, Inc. 3.1% - $50,000.00 Geosol, Inc. 0.31% - $4,865.00 FR Aleman 0.29% - $4,594.00 *Due to the highly specialized work performed under this PSA, Burns & McDonnell was unable to meet its goal.
COMPANY PRINCIPAL:	James M. Kanter
LOCATION OF FIRM:	2701 Ponce de Leon Blvd., Suite 300 Coral Gables, FL 33134
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	A wholly owned subsidiary of Burns & McDonnell, Inc., by employees through the Burns & McDonnell, Inc. Employee Stock Ownership Plan
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Project No. E05-MDAD-01
LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement
USER AGENCY:	Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 18, 2014

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

SUBJECT: Agenda Item No. 3(B)(1)

Please note any items checked.

_____	**"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**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓ _____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
✓ _____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
3-18-14

RESOLUTION NO. _____

RESOLUTION RATIFYING THE FIRST AMENDMENT TO THE PROJECT SPECIFIC SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR AVIATION FUELING SERVICES, PROJECT NO. E05-MDAD-01 AT MIA IN THE AMOUNT OF $371,928.00

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 this Board, pursuant to Miami-Dade County Ordinance 95-64, hereby ratifies the First Amendment to the Project Specific Services Agreement with Burns & McDonnell Engineering Company, Inc. for required design and related services resulting from the fire that occurred on March 23rd, 2011, at the MIA Jet Fuel Storage Facility which completely destroyed the north bank of pumps along the existent fire suppression capabilities, which increases the Agreement amount by a total of $371,928.00.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose 'Pepe' Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata
Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of March, 2014. 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.

David M. Murray

From: Leal, Gustavo (Aviation)
Sent: Thursday, August 22, 2013 11:00 AM
To: Collins, Milton (Aviation)
Cc: Bielovucic, Yolanda (Aviation); Hernandez, Pedro (Aviation); Betancourt, Pete J. (Aviation)
Subject: CBE goals

Milton:

As requested, please find attached letters sent from the consultants Burns and Mc, and Tylinn in which they express their reasons why they were unable to maintain the CBE goals.

In addition most of the assignments given to these to consultants to date, involve the design of fueling and fire protection and detection systems at MIA, including the emergency occurred in 2011 due to the fire at the tank farm, in which all assignments and activities developed by them were highly specialized and required certain highly trained and certified professionals that were not available in the CBE community. Aircraft fuel system engineering requires a specific set of training, knowledge and experience that is not as available as are other engineering discipline.

Thanks

Regards,

Gustavo E. Leal. E.I.
Acting Chief
Environmental Engineering Section
Facilities Development and Management Division
Miami International Airport
P.O.Box 025504
Miami,Fl 33102
305-8767796
"DELIVERING EXCELLENCE EVERY DAY"

****Important Notice****
The Miami-Dade County Aviation Department is a public agency subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our server and kept as a public record.

September 14, 2012

Gustavo E. Leal. E.I.
Engineer 3
MDAD Fuel Facility Supervisor
Civil Environmental Engineering
Miami International Airport
P.O.Box 025504
Miami,Fl 33102

Re: Community Business Enterprises (CBE) goals for Aviation Fueling Service Projects Professional Services Agreement

Dear Mr. Leal:

This letter addresses the use of Community Business Enterprises (CBE) sub consultants that are team members under the BURNS & MCDONNELL Aviation Fueling Services Project Professional Service Agreement (PSA) approved by the Board of County Commissioners under resolution R-638-06 effective June 26, 2006.

At this time we have been unable to maintain our CBE goal on this contract because of the nature of the scopes of work assigned to us by your department. Most of the assignments received to date involve the design of fuel and fire protection systems for the fueling facilities. These assignments are highly specialized and require certain highly trained professionals. Consequently and for that reason, we have not been able to meet our PSA CBE Goal.

Please review this letter and contact me if you have any questions.

Sincerely,

BURNS & McDONNELL

Ronald M. Colas, PE
Principal
South Florida, Latin America & the Caribbean

2701 Ponce De Leon Blvd. • Third Floor • Coral Gables, FL 33134-6020
Tel: 305 476-5820 • Fax: 305 476-3187 • www.burnsmcd.com
Certification AAC000567, EB0000253

FIRST AMENDMENT TO THE PROJECT SPECIFIC SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR AVIATION FUELING SERVICES, PROJECT NO. E05-MDAD-01 AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT, to the Project Specific Services Agreement for Aviation Fueling Services at Miami International Airport ("MIA") (the "First Amendment") entered into this 17th day of Sept., 2012, by and between **Miami-Dade County** (the "County"), a political subdivision of the State of Florida, and **Burns & McDonnell Engineering Company, Inc.,** (the "Contractor"), a corporation authorized to do business in the State of Florida (collectively, the "Parties").

WITNESSETH:

WHEREAS, by Resolution No. R-638-06 passed and adopted June 6, 2006, the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), authorized Project Specific Services Agreements for aviation fueling services between Miami-Dade County and the firm of Burns & McDonnell Engineering Company, Inc., for the provision of such services at Miami-Dade County airport system facilities between the Parties; and

WHEREAS, as a result of a fire that occurred on March 23, 2011, the County desires the Consultant to perform similar services, of the original Agreement; and the Consultant is willing to provide such services under the terms and conditions of the Agreement.

WHEREAS, the County desires to (i) add funding to the existing Agreement through this First Amendment in order facilitate the repairs to the existing fuel farm caused by the March 23, 2011 fire and (ii) have the Consultant provide additional professional planning consulting services.

WHEREAS, the Services being rendered to the County by the Consultant are ongoing and

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

1. In Article 8, entitled "Compensation for Services", sub-article 8.1, entitled "Compensation for Basic Services", page 56, replace the paragraph in its entirety with the following:

   8.1 COMPENSATION FOR BASIC SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the Architect/Engineer for Basic Services performed shall not exceed One Million Three Hundred Ninety Thousand and No Cents ($1,390,000.00) and shall be disbursed as reflected herein.

2. In Article 8, entitled "Compensation for Services", sub-article 8.9, entitled "Maximum Payable Fee for Additional Services", page 61, replace the paragraph in its entirety with the following:

   8.9 MAXIMUM PAYABLE FEE FOR ADDITIONAL SERVICES: The aggregate sum of all payments to the Architect/Engineer for Additional Services payable on this Project shall not exceed Twenty Thousand and No Cents ($20,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

3. In Article 8, entitled "Compensation for Services", sub-article 8.10, entitled "Maximum Payable Fee for Reimbursable Expenses", page 61, replace the paragraph in its entirety with the following:

8.10 MAXIMUM PAYABLE FEE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Architect/Engineer for Reimbursable Expenses payable on this Project shall not exceed One Hundred One Thousand and No Cents ($101,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

4. In Article 8, entitled "Compensation for Services", sub-article 8.11, entitled "Dedicated Allowance Accounts", page 61, replace 8.11.1, 8.11.1.1, 8.11.1.2, and 8.11.2 the paragraphs in their entirety with the following:

8.11 DEDICATED ALLOWANCE ACCOUNTS:

8.11.1 MAXIMUM PAYABLE FEE FOR THE DEDICATED SERVICES ALLOWANCE ACCOUNT: The aggregate sum of all payments to the Architect/Engineer for dedicated services payable on this Project shall not exceed Three Hundred Sixty Thousand Dollars and No Cents ($360,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.11.1.1 A dedicated allowance account is hereby established in the amount of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00) to pay for Work Site Services if authorized by Service Order.

8.11.1.2 A dedicated allowance account for differing conditions is hereby established in the amount of One Hundred Ten Thousand Dollars and No Cents ($110,000.00).

8.11.2 A Dedicated Allowance 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 Dedicated Allowance Account is hereby set at Four Thousand Six Hundred Seventy-Eight Dollars and No Cents ($4,678.00). The Architect/Engineer 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.

5. In Article 8, entitled "Compensation for Services", sub-article 8.12, entitled "Total Authorized Amount for this Agreement", page 62, replace the paragraph in its entirety with the following:

8.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is One Million Eight Hundred Seventy-Five Thousand Six Hundred Seventy-Eight Dollars and No Cents ($1,875,678.00). 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.

6. Except for the aforementioned modification, and in all other respects, the Agreement shall remain in full force and effect in accordance with all other terms and conditions specified therein.

7. This First Amendment shall become effective as of the date first written above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
for County Mayor

(MIAMI-DADE COUNTY SEAL)

ATTEST:

Burns & McDonnell Engineering Company, Inc.

By: _____

Name: Ronald M. Colas, PE, SI

Title: General Manager

Date: 03/12/2012

(CORPORATE SEAL)

(CORPORATE SEAL)

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

APPENDIX E-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE: Fueling Services at MIA

PROJECT NUMBER: R-638-06

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Ronald Colas (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

Burns & McDonneell Engineering Company, Inc.
(Name of Entity)

2701 Ponce De Leon Blvd., 3rd Floor, Coral Gables, FL, 33134
(Address of Entity)

43-0956142
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Authorized Officer
(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)

X 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 Management Services.]**

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:

X _____ 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.

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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) _____	$5,000,000.00	$14,300,000.00	____%

Name of Dept. & Summary of Services Performed: Miami-Dade Aviation Department
Supplemental A/E Services for Concourses/Aircraft Apron for the South Terminal Project at MIA.

Litigation Arising out of Contract: N/A

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2) _____	$500,000.00	$289,405.46	58 %

Name of Dept. & Summary of Services Performed: Miami-Dade Park and Recreation Department
Misc. Civil Engineering

Litigation Arising out of Contract: N/A

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)	$1,500,000.00	$1,483,875.77	96 %

Name of Dept. & Summary of Services Performed: Miami-Dade Aviation Department
Fueling Services at MIA

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 114

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? No

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. R-638-06

Federal Employer Identification No. (FEIN): 43-0956142

Contract Title: Fueling Services

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2. X	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3. X	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

is related to the following parties who bid in the solicitation which are identified and listed below:

N/A N/A

N/A N/A

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the {_____} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

Indicate below if the above named Entity, as of the date of submission:

X has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: Burns & McDonnell Engineering Co., Inc Project No. R-638-06

Project Name: Aviation Fueling Services

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
N/A	N/A	N/A	N/A		
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 Entity/Respondent Signature	Ronald Colas, PE, SI Print Name	General Manager Print Title	03/02/12 Date

(Duplicate if additional space is needed)

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

AFF-10

State of Florida

Board of Professional Engineers

Burns & McDonnell Engineering Co., Inc.

is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201302298

C.A. LIC. NO: 253

State of Florida

Department of State

I certify from the records of this office that BURNS & MCDONNELL ENGINEERING COMPANY, INC. is a corporation organized under the laws of Missouri, authorized to transact business in the State of Florida, qualified on December 16, 1970.

The document number of this corporation is 825496.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 19, 2011, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Third day of June, 2011

Secretary of State

Authentication ID: 300208435273-060311-825496

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

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)

Ronald M. Colas

(Print Name of Authorized Representative)

Title General Manager

Date 3/2/2012

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 02 day of, March 20 12

by Ronald Colas He or she is personally known to me or has produced I.D.

Type of identification produced N/A

Signature of Notary Public

DD956960

Serial Number

Print or Stamp of Notary Public

CARLOS PEREZ
MY COMMISSION # DD 956960
EXPIRES: January 31, 2014
Bonded Thru Notary Public Underwriters

Notary Public Seal

1/31/14

Expiration Date

AFF-12