Memorandum

MIAMI-DADE COUNTY

Date:	July 15, 2014
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor

Agenda Item No. 8(A)(1)

Subject: Third Amendment to the Design Services Agreement with Lea+Elliott, Inc. for the NTD Automated People Mover System and the MIA Satellite E APM System Replacement and O&M Services Project increasing the Agreement amount $6,478,714.40

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the Third Amendment to the Design Services Agreement with Lea+Elliott, Inc. for the North Terminal Automated People Mover (APM) System and the Miami International Airport (MIA) Satellite E APM System Replacement and Operation and Maintenance (O&M) Services Project, increasing the Agreement amount by $6,478,714.40 and extending the term five (5) years.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

The sources of funding for the amendment totaling $6,478,714.40 are the Miami-Dade Aviation Department (MDAD) Capital Improvement Program, Reserve Maintenance Accounts, and operating funds.

TRACK RECORD/MONITOR

A review of the Capital Improvements Information System (CIIS) evaluation shows that Lea+Elliott, Inc. has a score of 4.0 (out of a possible score of 4.0) which equates to an outstanding performance. The MDAD Project Manager is Franklin Stirrup.

COMPLIANCE DATA

There is no history of violations for this firm in the County's Small Business Development database.

BACKGROUND

Lea+Elliott, Inc. has been providing professional services as the APM consultant on the North Terminal APM System project beginning in 1998. The company was selected through a competitive procurement process that was established in the Lease and Financing Agreement between Miami-Dade County and American Airlines. On June 21, 2005, the Board approved the assignment of this contract from American Airlines to the County as part of the overall transfer of responsibility of the North Terminal Development Program.

Under the original contract between Lea+Elliott and American, Lea+Elliott was to provide planning and procurement phase services, including the selection and contracting of the APM System supplier; construction cost estimating and scheduling; provision of APM facilities design criteria (performance-based specifications) for the guideway, passenger stations, and maintenance facility; recommendations on the location, size, and functional layout for the central control facility; preparation of the contract documents for the procurement of the APM System; contract submittal, design audit, and quality assurance reviews; installation and manufacturing oversight, oversight support of the acceptance and

demonstration of the APM system including commissioning activities; operations and maintenance support; project management; and APM contract administration services.

In 2006, Bombardier, the Original Equipment Manufacturer and the contractor providing maintenance services for the E-Satellite train since its inception, issued a letter to MDAD warning that continued train operations were potentially unsafe due to the age of the system and specifically identified some concerns with the vehicle/car body structural integrity.

The life expectancy of the E-Satellite train had been exceeded and repairs to extend the service life for continued safe and reliable operations were not viable. During this time, various alternatives including replacement with a like-system and other systems were evaluated. Considering that the E-Satellite train operating system replacement would be a performance-based specification similar to that developed by Lea+Elliott for the APM, MDAD sought to reuse the bid documents prepared by Lea+Elliott for the APM. Said documents were prepared for American Airlines and would need to be modified to meet County and E-Satellite train-specific requirements.

To achieve this, on April 8, 2008, the County approved the First County Amendment (Resolution R-392-08) to extend the term of the Lea+Elliott Agreement, increase the funds available for the implementation, installation, manufacturing oversight, acceptance testing and demonstration, project management, and to include MIA Satellite E APM System Support Services (since the uninterrupted operations of Satellite E were integral to the success of NTD Program) and other related services. Under this authorization, Lea+Elliott was tasked with planning, programming and developing the procurement specifications for the E-Satellite train replacement project, and to support MDAD in the procurement and implementation program.

MDAD considered alternate solutions such as a partial re-build of the E-Satellite train through different contractors, including use of discarded Metromover cars after refurbishing them, but these alternatives were rejected due to risk factors and the unknown ability to forecast a reliable service life extension. Other options considered included a pedestrian bridge replacing the train. These were all rejected as they did not meet the goals of MIA's commensurate level of service and costs were comparable to an APM replacement. As such, Lea+Elliott was authorized to develop a performance-based specification (similar to that of the APM) to be used to competitively solicit bids. This process ended with the award of the E-Satellite APM system replacement and O&M contract to Beauchamp Construction, Co., Inc.

MDAD will need specialized technical expertise to provide support and assistance during the design and construction of the MIA E-Satellite APM System Replacement Project. Lea+Elliot prepared the design specifications and bid documents used to obtain the current contract with Beauchamp, and the continued reuse of their documents for the review of drawings, specifications and product submittals during construction and implementation of the E-Satellite Train replacement is essential to the successful completion. Lea+Elliott has provided these services on the existing systems and can provide the specialized technical support required for the APM systems which are directly related to and necessary for the successful completion of this E-Satellite project.

On January 20, 2011, pursuant to Resolution R-11-11, the Board extended the term of the Lea+Elliott Agreement and increased funds available so that the design professional could continue to provide O&M support services for the E-Satellite and Skytrain APMs for an additional two years. The County approved the Second County Amendment extending the term of the Agreement through May 1, 2013 or until all service orders have been completed, whichever is later. The Second County Amendment contemplated that Lea+Elliot administrative services would be completed by May 1, 2013. However, the Board rejected initial bids on the E-Satellite pursuant to R-1002-12 and a new solicitation went out for

the E-Satellite APM system and O&M contract which was ultimately awarded to Beauchamp Construction Co. on September 7, 2013 by the Board. Based on the delay associated with the new solicitation, Lea +Elliot's services are needed beyond May 1, 2013 to administer the E-Satellite APM system replacement and O&M contract. The Third Amendment to the Design Services Agreement is necessary to extend the contract with Lea +Elliot to cover the timeframe that it will take to complete the services under the contract with Beauchamp.

Lea+Elliott is a responsive and knowledgeable firm of APM operating systems as demonstrated by its successful involvement in the MIA Mover APM System for which they prepared the design criteria and assisted in achieving the project's on-time and under-budget completion. Lea+Elliott has the expertise, experience, and extensive knowledge of all of the APM systems currently operating at MIA.

MDAD is in the process of procuring an engineering firm to provide long-term operation and management services to all existing MIA train systems. It is anticipated this process will be completed by the end of the year.

PROJECT DESCRIPTION

Pursuant to Resolution R-732-13, Beauchamp Construction Co. was awarded the MIA Satellite E APM System Replacement and O&M Services contract (MDAD Project P252A, Contract MDAD 04-12). Phase I of the project includes the replacement of the existing dual-lane shuttle connecting the MIA Main Terminal and the Satellite E Building. Phase II includes the O&M services for the Satellite E APM System to be performed by Leitner-Poma of America, Inc. once passenger service begins. Lea+Elliott will work closely with Beauchamp Construction Co., Inc. and Leitner-Poma of America, Inc.

Specifically, Lea+Elliott will provide: design criteria packages, reviews and support; contract documents; quality assurance field inspections during construction; project administration support during system manufacturing, installation, testing and commissioning; and final inspection services. The services will ensure the timely completion of the operating systems, control contract costs and schedule, and ensure that the design and construction conform to the provisions of the contract documents.

Pursuant to Resolutions R-735-08 and R-694-10, Crystal Mover Services, Inc. was awarded a contract for the O&M for the Skytrain. Lea+Elliott, Inc. will work closely with Crystal Mover Services on planning and procurement; implementation and project management through APM engineering, fabrication, installation, and start-up phases.

PROJECT NAME:	NTD Automated People Mover System and the MIA Satellite E APM System Replacement and O&M Services Project
PROJECT NOS.:	B702A (Skytrain) and P252A (Satellite E APM System)
COMPANY NAME/ADDRESS:	Lea+Elliott, Inc. 5200 Blue Lagoon, Suite 250 Miami, FL 33126
HOW LONG IN BUSINESS:	41 years
ORIGINAL AGREEMENT:	$11,196,299.00 when assigned to County
TERM OF AMENDMENT:	Five (5) years begun upon execution by the parties in effect until all services are completed or until those service

	orders in force at the end of the contract period have been completed and the services accepted, whichever is later.
OPTION TO EXTEND:	None
PREVIOUS AGREEMENT AMOUNT:	$18,609,447.00 (including Inspector General Account)
RECOMMENDED MODIFICATION:	Increase the Agreement amount by $6,478,714.40 and extend the term five (5) years.
IG FEE INCLUDED IN CONTRACT:	Yes
CONTINGENCY (Included):	$560,232.60 (Additional Services)
DEDICATED ALLOWANCE (Included):	$316,156.40 Reimbursable Expenses $300,000.00 Inspector General $ 16,156.40
ADJUSTED AGREEMENT AMOUNT:	$25,088,161.40 (including Inspector General Account)
PERCENT CHANGE THIS MODIFICATION:	34.8%
CONTRACT MEASURES:	B/H/WBE goals removed due to federal injunction
CONTRACT MEASURES TO BE ACHIEVED FOR THIS AMENDMENT:	5% CBE Goal ($255,116.30) Based upon basic service fees excluding allowances and Inspector General Fee F.R Aleman and Associates 2.5% ($127,558.15) Louis Aguirre and Associates P.A. 2.5% ($127,558.15)
USING DEPARTMENT:	Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: July 15, 2014

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

SUBJECT: Agenda Item No. 8(A)(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. 8(A)(1)
7-15-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THIRD COUNTY AMENDMENT TO THE DESIGN SERVICES AGREEMENT RELATING TO THE NORTH TERMINAL AUTOMATED PEOPLE MOVER SYSTEM AT MIAMI INTERNATIONAL AIRPORT, BETWEEN MIAMI-DADE COUNTY AND LEA + ELLIOTT, INC., IN THE AMOUNT OF $6,478,714.40; EXTENDING THE AGREEMENT FOR FIVE YEARS; AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME, AND TO EXERCISE CANCELLATION AND TERMINATION PROVISIONS THEREOF

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes a Third County Amendment to the Design Services Agreement relating to the North Terminal Automated People Mover System Project Agreement at Miami International Airport between Miami-Dade County and Lea + Elliott, Inc., in substantially the form attached hereto and made a part hereof in the amount of $6,478,714.40, and extending the Agreement for five additional years, and which modifies various terms and conditions; and authorizes County Mayor or Mayor's designee to execute same and to exercise cancellation and termination provisions thereof.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

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

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of July, 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

THIRD COUNTY AMENDMENT
TO THE DESIGN SERVICES AGREEMENT WITH
LEA+ELLIOTT, INC. FOR NTD APM SYSTEMS
FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS THIRD COUNTY AMENDMENT, has been entered into this _____ day of _____, 2014 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Lea+Elliott, Inc. (L+E), hereinafter referred as the "CONSULTANT".

WHEREAS, on April 1, 1998, American Airlines, Inc. (American) and the CONSULTANT entered into a Design Services Agreement, Project No. MIA-702-R, for the planning, procurement, implementation and project management of the NTD Automated People Mobility System, hereinafter referred to as the "Agreement"; and

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

WHEREAS, as a result of unanticipated delays in the completion of the North Terminal Development Program and the NTD Automated People Mover System, the Board by its adoption of Resolution No. R-392-08 on April 8, 2008, approved the First County Amendment to extend the term of the Agreement, increase the funds available for the implementation, installation, manufacturing oversight, acceptance testing and demonstration, project management, MIA Satellite E APM System Support Services (since the uninterrupted operations of Satellite E was integral to the NTD Program) and other related services; and

WHEREAS, by Resolution No. R-11-11, passed and adopted on January 20, 2011, the Board extended the term of the Agreement for an additional two years and increased funds available so that the CONSULTANT could continue to provide Operations and Maintenance Support Services; and

WHEREAS, the County has awarded the Contract for the Design, Build, Operation, and Maintenance of the Satellite E APM System by Resolution No. R-733-13, passed and adopted on September 17, 2013 to Beauchamp Construction Co. Inc. and to be completed no later than 1095 calendar days after the effective date of the Notice-to-Proceed to the Contractor, with such Notice-to-Proceed to take effect in March 2014. The Satellite E APM System is a critical APM System that makes usable the Satellite E gates for flight operations and its timely and proper completion is critical for the ongoing operations and success of Miami International Airport. As such, the County now desires to extend the term of the Agreement for (5) five years and to increase the funds available so that the CONSULTANT could continue to provide Specialized Technical Services to complete the support of the implementation of the Satellite E APM System, other related support services, and tasks to the County for the Satellite E APM System and the NTD APM System.

WHEREAS, the County desires to modify the Agreement to incorporate updated Terms and Conditions including the scope of services and requirements specific to the tasks remaining to be completed.

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

The attached provisions are added to the Agreement. In case of a conflict the attached provision supersede the existing provisions. The CONSULTANT is not guaranteed a minimum or maximum amount under this Agreement. The CONSULTANT has no obligation to perform services for which payment would exceed the Not-to-Exceed (NTE) amount.

1. Modify Article 1 of the original Design Services Agreement to increase the Not-to-Exceed Fee from Eighteen Million Six Hundred Nine Thousand Four Hundred Forty-Seven Dollars and No Cents ($18,609,447.00) to Twenty-Five Million Eighty-Eight Thousand One Hundred Sixty-One Dollars and Forty cents ($25,088,161.40).

2. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein. The CONSULTANT shall be responsible for all work performed prior to the effective date of this Amendment pursuant to the terms and conditions of the Contract in effect on the date of the performance of such. Nothing herein shall waive or limit any claim the County has or may have related to such work, or to any obligation imposed on the CONSULTANT, pursuant to the terms and conditions in effect at the time such work was performed or such obligation imposed.

3. All other provisions of the Agreement not expressly changed herein shall remain the same.

4. This Third Amendment shall become effective as of the date first written above.

5. In Exhibit FF Change Item 3 to read as follows:

Line Item	From	Increase By	To
Total Compensation Including Basic, Additional Services, Reimbursable Expenses, and Inspector General Audits	$18,609,447.00	$6,478,714.40	$25,088,161.40

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

SATELLITE E AND NTD APM SYSTEMS CONSULTANT

PROJECT NO.: P252A & B702A

DESIGN SERVICES AGREEMENT

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 Consultant:

Name:	**Lea+Elliott, Inc.**
Address:	**5200 Blue Lagoon, Suite 250**
	Miami, Florida 33126
Phone Number:	**(305) 500-9390**
Fax Number:	**(305) 500-9391**
E-mail Address:	**dmcfadden@leaelliott.com; snshah@leaelliott.com**

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

For the Project:

The Owner and the CONSULTANT agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

FOR

SATELLITE E AND NTD APM SYSTEMS CONSULTANT

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WITNESSETH

ARTICLE 1

DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the Basic Professional Services in this Agreement, which the CONSULTANT 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 Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the CONSULTANT 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 CONSULTANT, 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 or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Reimbursable Expenses, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.

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

1.6 NOT USED

1.7 BASIC PROFESSIONAL SERVICES: Those services that the CONSULTANT shall perform in accordance with the terms of this Agreement and upon the providing of on-site resident services, that the CONSULTANT shall perform in accordance with the terms of this Agreement if directed and authorized by a Service Order(s). Any Services not specifically addressed as Basic Professional Services are considered Additional Services under this Agreement.

1.8 BASIC PROFESSIONAL SERVICES FEE: The basis for compensation of the CONSULTANT for the Basic Professional Services performed under this Agreement.

1.9 CERTIFICATE OF FINAL ACCEPTANCE (CFA): The certification issued by the Owner to the Contractor that signifies that all Work under the Contract has been completed successfully and the Owner accepts the System.

1.10 CERTIFICATE OF SUBSTANTIAL COMPLETION: The certification issued by the Owner to the Contractor that signifies that all Work through verification and System Demonstration has been completed successfully and that the Operating System is ready for passenger service.

1.11 NOT USED

1.12 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract between the Owner and Contractor for the NTD APM and the Satellite E APM System Contracts.

1.13 CLOSEOUT PHASE: The period of time between Substantial Completion and Final Acceptance of the Work.

1.14 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 for first tier CBE-A/Es, four million five hundred thousand ($4,500,000) dollars for second tier CBE-A/Es in the case of architectural services, or six million ($6,000,000) dollars for second tier CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services.

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

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

1.17 CONSTRUCTION PERIOD: The period of time between the commencement date of the Work on this Project as established by the Notice to Proceed and Substantial Completion of the Work.

1.18 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Consultant to the Owner and issued entitled "Satellite E APM System Replacement and O&M Services" that form the basis by which the Owner received 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. The O&M Agreement, the Operations and Maintenance Manual, the System Safety Plan, and other related documents for the North Terminal "Skytrain" APM System Phase II O&M Services, and the Satellite E APM System Phase II O&M Services.

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

1.20 DAYS: Reference made to Days shall mean consecutive calendar days.

1.21 DBOM: Design, Build, Operate, and Maintain (DBOM) Contract where a single firm will design, and build the Satellite 'E' APM System Replacement, as well as operate and maintain the system after it is constructed.

1.22 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 function properly , 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.

1.23 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant 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 Basic Professional Services and/or Additional Services under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, and other services pertinent to the Operating System Elements.

1.24 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.

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

1.26 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.

1.27 FINAL ACCEPTANCE: The Owner's acceptance of the Project from the Contractor upon certification by the CONSULTANT of final completion, the issuance of the certificate of

Final Acceptance (CFA), and the making of the final payment to the Contractor as provided for in the Contract Documents.

1.28 FIXED FACILITIES: To mean all parts of the Phase I and Phase II Work which are not part of the Operating System, generally, the fixed System structures which represent permanent improvements to the site, including: guideway structure(s), tunnels, stations, equipment rooms, maintenance and storage facilities, propulsion power substations, control facilities, administrative offices, etc. related to the System.

1.29 NOT USED

1.30 FIXED LUMP SUM: A basis for compensation of the CONSULTANT for Services performed.

1.31 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.

1.32 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).

1.33 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the CONSULTANT for Services performed.

1.34 NOTICE TO PROCEED FOR PHASE I (NTP-I): The written communication issued by MDAD to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the Phase I Work.

1.35 CONSULTANT: The named entity on the cover page of this Agreement for professional consultant services for the Projects who has entered into a Contract with the County to provide professional services under this Agreement and who is liable for the acceptable performance of the Work and payment of all legal debts pertaining to the Work authorized under this Agreement.

1.36 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Regulatory and Economic Resources; Public Works and Waste Management; the Fire Rescue Department, and Water & Sewer; or their successors.

1.37 PLANS: The documents and/or drawings developed and prepared by the Satellite E APM System Replacement DBOM Contractor to depict the Contractor's design in response to the Contract requirements. The term shall encompass drawings, diagrams, calculations, specifications, illustrations, narratives, analyses, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor,

manufacturer, supplier, or distributor, and which illustrate some portion of the Work and which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.

1.38 PRECONSTRUCTION PHASE: The period any time prior to the date established in the Notice to Proceed to the Contractor for commencement of the Work on the Project.

1.39 PROJECTS: The MIA Satellite E APM System Replacement and O&M Services DBOM Project, and the North Terminal "Skytrain" APM System.

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

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

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

1.43 PUNCH LIST: A running list of defects in the Work as determined by the Consultants, with input from the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.

1.44 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the Consultants consider significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.

1.45 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the CONSULTANT in addition to the Professional Services Fee.

1.46 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 CONSULTANT, directing the CONSULTANT to perform or modify the performance of any portion of the Services.

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

1.48 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 Consultants issue 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.

1.49 SYSTEM SAFETY AND SECURITY PROGRAM (SSPP): The Contractor's efforts implemented to achieve the highest practical level of safety and security for the Operating System which must fully comply with the requirement of Rule Chapter 14-55 of the Florida Administrative Code, 49 CFR Part 659, Florida Statutes Section 341.061, and the State of Florida, Department of Transportation, Safety and Security Oversight (SSO) Program Standards Manual for Fixed Guideway Transportation Systems.

1.50 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.

1.51 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.

1.52 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.

1.53 WORK: The design, construction, fabrication, manufacture, supply, installation, testing, demonstration, and commissioning of the Operating System and all its associated Fixed Facilities (except those specifically excluded from the Work), and the operation and maintenance of the MIA Satellite E APM Project and all services required by the DBOM Contract Documents, which includes all labor, materials, tools, equipment, services, methods, procedures, etc., to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Phase I and Phase II 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. Construction, installation,

improvements, and operation and maintenance of the Automated People Mover (APM) Systems at Miami International Airport (MIA) including but not limited to the Satellite E APM System and the North Terminal "Skytrain" APM System.

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

ARTICLE 2

NOT USED

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT 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, 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.

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

3.2 INSURANCE: The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall furnish certificates of insurance to the Owner prior to commencing any operations under this Agreement. Certificates shall clearly indicate that the CONSULTANT 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 coverages, thirty (30) days advance notice shall be given to the Miami-Dade Aviation Department Risk Management Unit.

3.2.1 The CONSULTANT 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. 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 $300,000 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 financial strength, and no less than "Class VII" as to financial size according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval of the Owner.

3.2.3 The CONSULTANT 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 Consultant 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 CONSULTANT from liability under any portion of this Contract.

3.2.7 Cancellation of any insurance or non-payment by the CONSULTANT 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 its 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 Consultant.

3.3 ASSIGNMENT: The CONSULTANT shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Consultant 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 CONSULTANT 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 CONSULTANT. Such services shall be pursuant to appropriate agreements between the CONSULTANT 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 CONSULTANT shall not change any Sub-consultant without prior approval by the Director in response to a written request from the CONSULTANT 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 CONSULTANT to the Owner.

The CONSULTANT may employ Sub-consultants to assist the CONSULTANT in performing specialized Services. Payment of such Sub-consultants employed at the option of the CONSULTANT shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the Professional 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 CONSULTANT.

3.6 TERM OF AGREEMENT: The term of this Agreement shall begin upon execution by the parties, shall extend for a period of five (5) years following the execution of this Agreement, 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. The Department will give notice to the

CONSULTANT for renewal of the Contract at least thirty (30) days before the expiration date of this Agreement.

The rates, terms, and conditions during the renewal period will remain as stated herein unless otherwise amended by the parties 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.

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

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 CONSULTANT may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT, 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 CONSULTANT violates any of the material provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the CONSULTANT shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the Owner may terminate the Agreement or require the termination or cancellation of a subconsultant contract. In addition, a violation by the CONSULTANT or a subconsultant 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 www.miamidade.gov/ao/home.asp).

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 CONSULTANT 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 CONSULTANT hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the CONSULTANT 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 Consultant's Termination for Cause: The CONSULTANT 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 CONSULTANT 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 8 "Compensation for Services".

3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the CONSULTANT, 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 8 "Compensation for Services".

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the CONSULTANT or any sub-consultant(s) violates Article VII of Chapter 11A of the Miami-Dade County Code. In addition, a violation by the CONSULTANT, or sub consultant to the CONSULTANT, 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.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is to secure CONSULTANT's services for the Satellite E and North Terminal APM Operating System projects, to provide design criteria packages, Contract documents, design reviews, design support, field inspections during construction, project administration support during system manufacturing, installation, testing, and commissioning, and O&M Oversight Services during the APM systems operations and other additional services as directed by the Owner at its sole discretion and authorized by service order, to assure that the Operating Systems are designed and constructed in accordance with the design criteria, design plans, and all applicable state and local building codes, properly interfaced with the Operating System, 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 CONSULTANT shall perform, as Professional Services, such incidental work, which may not be specifically referenced, but which are directly related to and necessary for the successful completion of the Project as may be authorized by a Service Order.

3.9.2 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.

3.9.3 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.

3.10 SOLICITATION: The CONSULTANT warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT 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 CONSULTANT for any reason whatsoever.

3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 the CONSULTANT 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.

3.12 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): Pursuant to MDC Code Section 2-1076, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present, and proposed County programs, accounts, records, contracts, and transactions. The IG shall have the power to subpoena witnesses, administer oaths, and require the production of records. Upon ten (10) days' written notice to the CONSULTANT from IG, the CONSULTANT shall make all requested records and documents available to the IG for inspection and copying.

The CONSULTANT 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 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 CONSULTANT shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The CONSULTANT 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 IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract, or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed Change Orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). 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 CONSULTANT under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 9). The CONSULTANT shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the CONSULTANT, its officers, agents and employees, lobbyists, County staff, and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a CONSULTANT of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the CONSULTANT, its officers, agents and employees. The CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the CONSULTANT in connection with the performance of this contract.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the CONSULTANT is hereby directed to the requirements of AO 3-20 and R-516-96: the County shall have the right but not the obligation to retain the services of an Independent Private Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the CONSULTANT and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of CONSULTANT, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days' written notice to CONSULTANT from an IPSIG, the CONSULTANT shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the CONSULTANT's possession, custody, or control which, in the IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, 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.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 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, is a work for hire and is the property of the Owner; however, the Owner may grant to the CONSULTANT a non-exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the CONSULTANT shall not disclose,

release, or make available any document to any third party without prior written approval from Owner.

3.13.2 The CONSULTANT is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.13.3 Nothing herein may be construed to transfer to the Owner any ownership, interest or right in any of the Consultant's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Agreement, or that is derived independent of Consultant's performance of this Agreement, including proprietary software developed by Consultant apart from this Agreement and commercial software purchased by Consultant.

3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the CONSULTANT or without any additional compensation to the CONSULTANT. The CONSULTANT shall be released from any liability resulting from such modification.

3.14 LAWS AND REGULATIONS:

3.14.1 The CONSULTANT shall, during the term of this Agreement, be governed by Federal, State of Florida, and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the CONSULTANT in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.

3.14.2 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.

3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the CONSULTANT 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.

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

3.14.5 The CONSULTANT 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

3.14.6 In addition to the above requirements in this sub-article, the CONSULTANT 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:

3.14.6.1 Each employee of the CONSULTANT and subconsultant(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.

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

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

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

3.15 CORRECTIONS TO DOCUMENTS: The CONSULTANT shall require the Contractor to prepare, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Contractor including the documents prepared by its sub-consultants and/or sub-contractors.

3.16 WARRANTY: The CONSULTANT 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 management of design and construction of public and commercial facilities.

3.17 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 CONSULTANT shall be issued by or through the Project Manager. The CONSULTANT 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.

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

3.18.1 The CONSULTANT 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), or other Miami- Dade County airports.

3.18.2 In order to maintain high levels of security at MIA, the CONSULTANT must obtain MDAD photo identification badges for all the CONSULTANT's 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.

3.18.3 The CONSULTANT shall be responsible for requesting MDAD issue identification badges to all employees whom the Consultant 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, terminated from the employ of the CONSULTANT , upon final acceptance of the Work, or termination of this Contract. The CONSULTANT 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.

3.18.4 All employees of the CONSULTANT, or Subconsultants, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted 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 referenced areas. 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. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass, the Consultant must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

3.18.5 Consultant Ramp Permits will be issued to the CONSULTANT 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 the Subconsultant) 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 Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.18.6 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 CONSULTANT 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.

3.18.7 Only CONSULTANT management level staff and supervisors 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 CONSULTANT 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.

3.18.8 The CONSULTANT 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 CONSULTANT or Subconsultant 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.

3.18.8.1 The CONSULTANT 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.

3.18.9 The CONSULTANT 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.

3.18.10 The CONSULTANT understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the CONSULTANT in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the CONSULTANT.

3.18.11 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.

3.18.12 The CONSULTANT 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.

3.18.13 The CONSULTANT agrees that it will include in all contracts and subcontracts with its MIA Subconsultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The CONSULTANT agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the CONSULTANT's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the CONSULTANT 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.

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

3.18.15 The employee(s) of the CONSULTANT 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 CONSULTANT shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the CONSULTANT to remove any employee it reasonably deems unacceptable.

3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other consultant to perform any incidental Basic Professional Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The CONSULTANT 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 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the CONSULTANT shall identify in Appendix 3, 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 the Owner determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.21 CONSULTANT RESPONSIBILITY:

3.21.1 The CONSULTANT is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The CONSULTANT shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The CONSULTANT is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The CONSULTANT shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the CONSULTANT or its Subconsultants to comply with the terms and conditions of the Agreement or by the CONSULTANT's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The CONSULTANT is responsible for the performance of work by Subconsultants and in approving and accepting such work; ensure the professional quality, completeness, and coordination of the Subconsultant's work.

3.21.2 In addition to all other rights and remedies that the Owner may have, the CONSULTANT shall, at its expense, re-perform the services to correct

any deficiencies that result from the CONSULTANT's failure to perform in accordance with the above standards.

3.21.3 The Owner shall notify the CONSULTANT 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 CONSULTANT or any Subconsultant 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.

3.21.4 Upon Owner's notification of deficient or defective work stemming from the CONSULTANT's services, the CONSULTANT shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the CONSULTANT of the findings from that review. Upon notification, the CONSULTANT shall have fourteen (14) days to request reconsideration of the findings.

3.22 CONSULTANT 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 CONSULTANT 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.

3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the CONSULTANT 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.

In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein. Consultant shall be responsible for all work performed prior to the effective date of this Amendment pursuant to the terms and conditions of the Contract in effect on the date of the performance of such. Nothing herein shall waive or limit any claim the County has or may have related to such work, or to any obligation imposed on the Consultant, pursuant to the terms and conditions in effect at the time such work was performed or such obligation imposed.

3.24 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.

3.25 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) year following the end of the contract, whichever is later.

3.26 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 task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

3.27 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.

3.28 NOT USED

3.29 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): CONSULTANT is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the CONSULTANT under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.

3.30 AMERICAN WITH DISABILITIES ACT (ADA) STANDARDS: The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.

ARTICLE 4

SCOPE OF WORK/PROFESSIONAL SERVICES

4.1 GENERAL SCOPE OF WORK/SCOPE OF PROFESSIONAL SERVICES

No Services under this Agreement shall be performed by the CONSULTANT prior to the receipt of an appropriate Service Order. Each Service Order shall specify

- the scope of work, time of completion, deliverables, and total compensation for the services authorized;
- whether the Services are Basic Professional Services, or Additional Services.

A Service Order may also be issued to stop the performance of such Services.

BASIC PROFESSIONAL SERVICES SCHEDULE AND SUMMARY:

Basic Services to be provided by the CONSULTANT for the Satellite E and North Terminal APM Operating Systems may include technical support for and/or oversight of the following MDAD APM system projects or activities:

1. Satellite E APM System Replacement and O&M Services Project
2. Operations & Maintenance Oversight Services and SSPP Support Services for the North Terminal Skytrain APM System Operations performed by other contractors.
3. Operations & Maintenance Oversight Services and SSPP support services for the Satellite E APM System for an initial one year term.

The Basic professional Services for the CONSULTANT for the Satellite E APM System Replacement Project are as follows:

The CONSULTANT shall provide required planning, design criteria, contract documents, procurement support, design oversight, construction administration, and construction inspection services for the Operating Systems of the MIA Satellite E APM System Replacement and O&M Services Project. The overall objective of these Professional Services is to support the timely completion of the Operating Systems, control contract cost and schedule, verify that the design and construction conforms to the provisions of the Contract Documents, and verify that the Operating Systems is properly interfaced with the Fixed Facilities. The CONSULTANT services shall include but are not limited to project management assistance, design oversight during the design phases of the Operating Systems and the required modifications of the Fixed Facilities, quality assurance inspection tasks during the construction phases of the Operating Systems and the required modifications of the Fixed Facilities, participation in the witnessing of the Contractor activities during the installation, testing, commissioning, and closeout phase of the Operating Systems, and participation in the final inspections of the Operating Systems.

Services shall also include providing project management support and assistance, preparation of punchlists, and coordinating daily inspections on an as needed basis and as requested by MDAD.

The CONSULTANT shall be in charge of Construction Inspection Services for the Operating Systems of the MIA Satellite E APM System Replacement and O&M Services Project including related Fixed Facilities modifications required by the Satellite E APM System Replacement; provide support CIS services for the Fixed Facilities work which may be provided by the CONSULTANT, its subconsultants, or by other consultants retained by the Owner. The CONSULTANT shall conduct oversight of the MIA Satellite E APM System Replacement and O&M Services Project design and construction services, Process and review any and all Contract submittals for verification of conformance with the approved plans and the established design criteria, and any supportive task ancillary to the CONSULTANT Scope of Services including but not limited to the civil alignment, guideway structural criteria, space planning, electrical engineering, mechanical engineering, etc. and provide timely comments for non-conforming items. The CONSULTANT shall schedule and conduct the construction coordination meeting and prepare minutes thereof; oversee related aspects of the DBOM Contract; prepare related correspondence, meeting minutes, reports, etc.; review and monitor the Project work progress schedule prepared and maintained by the DBOM Contractor, schedule of values, budget, progress, invoices, pay requests (partial and final), manpower, and other required submittals; attend meetings to coordinate and interface with other Projects and Project activities; review established interfaces during design for conformance and compliance; review the overall Contractor Plan; oversee overall quality and perform inspections of the Operating Systems, and infrastructure; prepare punch lists of corrective actions (non-conformance) and monitor punch list completion; review as-built documentation for completeness; and assist in the management of the Operating Systems of the DBOM contract, review claims, and perform other professional services as deemed necessary by the Owner. The CONSULTANT shall evaluate the work including the testing of materials by other professionals for compliance with the plans, prepare and submit a detailed written and sequentially numbered report of the observed conditions of the work, the progress of the work, and other observations of the work which shall be submitted to the MDAD Project Manager at least monthly. The CONSULTANT in coordination with other MDAD consultants as appropriate shall assist in reviewing and evaluating all Contractor's claims relating to cost, execution, progress of the work, and all other matters or questions related thereto. The CONSULTANT shall inspect the work to determine initial punch list items prior to substantial completion recording defects observed in the work and corrections of the defects. The CONSULTANT in coordination with other MDAD consultants shall review and prepare Change Orders, Work Orders, Bulletins, and other appropriate documentation, assist in negotiations with respect to all changes in the work. The CONSULTANT shall provide oversight services of the O&M Contractor for the Satellite E and NTD APM Systems, which includes but is not limited to auditing the operations and maintenance services being performed by the O&M Contractor on an as needed basis, supporting the Department's System Safety Committee (SSC) as requested in the performance of said services, document finding and make recommendations of such findings, provide technical expertise with regards to the System Availability requirements, and assist with invoice reviews.

At the Owner's option, the CONSULTANT may be authorized by Service Order to perform or cause to be performed material testing, surveying, and mapping to ensure compliance with the

Design, and Contract Documents or the Owner may direct a Geotechnical Engineering Company, Independent Engineering/Materials Testing Laboratory, Survey Company, or other firm(s) under contract with the Owner to provide any necessary services for the Consultants. The CONSULTANT shall facilitate the timely performance of the tests, submittal of the test report records, surveys, and other records and reports, and will review all submittals and recommend changes when necessary. Testing Labs must have ASTM D3666 and ASTM C1077 Accreditation. Survey and Testing Lab services billing rates shall not exceed current County rates at the time the Service Order is issued.

4.2 CONSULTANT SATELLITE E APM SYSTEM REPLACEMENT PROJECT RESPONSIBILITIES

4.2.1 The CONSULTANT agrees to furnish or cause to be furnished to the extent authorized by Service Order all engineering professional services, as further specified below, designated as Basic Professional Services, and described herein unless modified by the Service Order, for the satisfactory completion of the Project or as may otherwise be described in the Special Provisions of this Agreement. All inspectors performing any required building code inspections must have the required certifications. All services shall be performed in accordance with the Florida Building Code (Miami-Dade County edition) where applicable, and the best practices of the industry.

The CONSULTANT is firmly obligated to complete the services as authorized by Service Orders and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion.

4.2.2 Throughout the duration of the Project the CONSULTANT shall coordinate its Services with other Owner provided consultants.

4.2.3 The Services authorized by this Agreement between the Owner and the CONSULTANT will begin upon the receipt of a written Service Order initiated by the MDAD Project Manager directing the CONSULTANT to perform or modify the performance for the Scope of Services, the CONSULTANT shall provide the Services as set forth therein. The CONSULTANT Services will end when the final request for payment from the Contractor has been approved by the Owner, the CONSULTANT has submitted its Report of Contract Completion, the Owner has accepted the Contractor's submitted Record Drawings (As-Built Drawings) and all other required Services through start-up, the warranty period, or the completion of all authorized services, whichever is later, have been completed, including the warranty related services and the preparation and approval of a close-out Work Order or Change Order.

4.2.4 The CONSULTANT shall provide the Owner with a staffing plan including resumes of individuals including Sub-Consultant(s) and their employees that will be utilized to perform the required Services under this Agreement for review and acceptance by the Owner. Recognizing that construction of aviation Projects

requires coordination of services/responsibilities of multiple participants; it is the responsibility of the CONSULTANT to prepare an organizational structure chart to identify roles and responsibilities of their Project participants, which can be prepared in conjunction with other MDAD consultants, if desired, for review and acceptance by the Department. Personnel approved by the Owner for each assignment shall not be changed without the prior written consent of the Owner. Such consent shall be contingent upon the Owner's approval of the replacement personnel based on the qualifications of those persons as submitted by the CONSULTANT.

4.2.5 Become familiar with all aspects of the Project to support the Operating Systems and Fixed Facilities Modifications design reviews. Lead all design reviews and meetings related to the project elements and Project policy, including distribution, coordination, and interfacing with all reviewers and affected parties, and prepare all related correspondence, meeting minutes, etc. Review design information provided by the Contractor for the Operating Systems and Fixed Facilities Modifications for conformance with the Contract, perform Operating Systems and Fixed Facilities Modifications design reviews/oversight, and prepare review/oversight findings and responses for transmitting to the Contractor. Review all aspects of the Operating Systems and Fixed Facilities Modifications for problems that could arise throughout the life of the Project. The review/oversight will be for the specific purpose of identifying potential problems and will be based on analysis of Project and contract needs, contract interfaces and work schedules, analysis of contractor work plans, construction methods and schedules, interfaces between all contractors and subcontractors simultaneously working on the Project, materials supply, storage and handling; construction inspection requirements and safety. All potential problems that are identified during these reviews/oversight shall be reported to the MDAD Project Manager for resolution. Support MDAD in the overall contract administration, project management, and controls on aspects that are within the APM DBOM Contractor scope of work, reviews, and oversight in coordination with other MDAD designated consultants.

4.2.6 Provide construction inspection services as directed by and to the satisfaction of the MDAD Project Manager and the Department until the completion and final acceptance of the construction contract by MDAD. Services by the CONSULTANT shall confirm substantial conformance between each item of the Contractor's work and the provisions of the Contract Documents. All items of work are subject to inspection procedures in accordance with the Florida Department of Transportation (FDOT); the MDAD Design guidelines, specifications and practices; and the Florida Building Code.

4.2.7 The CONSULTANT shall also provide safety program review and monitoring. Under no circumstances will the CONSULTANT be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of the

construction contract or its employees, agents, representatives and subcontractors, in connection with their work.

4.2.8 Monitor the contractor's quality control efforts and assure that these meet the requirements of the contract and the contractor's quality control program.

4.2.9 Employ Primavera Project Planner (version 5.0 or greater) computer software to provide reports on all aspects of the work including job progress, schedules, and costs.

4.2.10 Maintain day-to-day contact with MDAD Project Manager, and Contractor to review progress.

4.2.11 Evaluate disputes, delays, problems, and recommend solutions, and determine their potential for claims.

4.2.12 Maintain a log of progress photos submitted by the Contractor. Periodically, and independently from the contractor, take videos and photographs of the work progress as well as of significant or noteworthy events of milestones.

4.2.13 Maintain a log of shop drawing submissions by the contractor, reviews, changes, and approvals.

4.2.14 Maintain a log of Requests for Information (RFI) by the Contractor and the responses provided.

4.2.15 Prepare and submit to the Project Manager intermediate and final reports and records as may be required by the Department from time to time. Prior to Final Acceptance of the Operating Systems, the CONSULTANT shall certify to the Owner that the work is complete and in conformity with the design criteria, approved plans, and Contract Documents, including completion of all "punch list" items and the finishing of other required items.

4.2.16 Coordinate with the Department, and Contractor the construction sequencing/phasing so as not to interfere with airport operations, its tenants, and/or other projects.

4.2.17 The CONSULTANT shall coordinate with the Owner's Cost Estimating and Scheduling Consultant who will be responsible for the review and approval of the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The CONSULTANT and it's subconsultants shall visit the Work at least once per week or more frequently if needed, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager 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 CONSULTANT 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.

4.2.18 Appropriately qualified personnel of the CONSULTANT, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week or more frequently if needed, unless otherwise specified in the Special Provisions of this Agreement or the approved Service Order, and as necessary to fulfill the responsibilities of the CONSULTANT hereunder and in order to respond to non-routine situations that call for the CONSULTANT's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Contractor's work-site personnel.

4.2.19 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from the Contractor, the CONSULTANT shall review the amount requested by the Contractor on account and shall concur with the request for payment, in such amount. The CONSULTANT'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 CONSULTANT, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the CONSULTANT's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;

2. The CONSULTANT'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; and

5. Any specific qualifications stated in the request for payment.

4.2.20 The CONSULTANT shall assist the Project Manager, and other consultants 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.

4.2.21 The CONSULTANT shall have authority to recommend that MDAD 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.

4.2.22 The CONSULTANT shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the approved Plans, Specifications, and other such Contract Documents and offer a professional opinion as to the intent of the Architect/Engineer of Record with respect to the contents of the Contract Documents.

4.2.23 The CONSULTANT shall provide oversight of the review of shop drawings, samples, and other submissions by the Contractor(s), Architects, and/or Engineers of Record for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents and approved plans.

4.2.24 The CONSULTANT shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Contractor, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work.

4.2.25 The CONSULTANT's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.2.25.1 Inspections for Substantial Completion for all or a portion of the Work: The CONSULTANT shall, prior to Substantial Completion of the Work, inspect the Work with the Contractor, to determine initial Punch List items and to ensure that all mechanical/electrical/plumbing systems have been commissioned in accordance with the requirements of the Contract Documents. The CONSULTANT shall re-inspect the work with the Contractor as many times thereafter as is needed to establish a time of Substantial Completion. The CONSULTANT shall prepare and issue each edition of the Punch List. Any User contributions to the Punch List shall be only as approved by the Owner. Punch Lists shall record:

1. Defects observed in the Work and incomplete commissioning in first and succeeding visits;

2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

4.2.25.2 Contractor's Closeout Submittals and Actions: The CONSULTANT shall review the Contractor's record of closeout submittals and actions for concurrence.

4.2.25.3 Punch Lists: Perform inspections related to the work, prepare Punch Lists, and oversee and monitor the timely completion of Punch List work. Assist in resolving conflicts on the Punch List work that the Contractor is required to complete; support the preparation of the Certification of Substantial Completion and support the Final Acceptance.

4.2.25.4 Completion Inspections: Perform and/or participate in all substantial completion inspections and participate in final inspections to assure that all work is completed in accordance with the design criteria, approved plans, Contract Documents, and the Florida Building Code, and in support of all operational readiness efforts. On those portions of the Work that require inspections by a Building Official, the CONSULTANT shall coordinate with the Contractor and assure that such official is notified on a timely basis. It is recognized that the DBOM Contractor is solely responsible for complying with the requirements of the Florida Building Code and the requirements of the Authority Having Jurisdiction (AHJ) – CONSULTANT shall regularly monitor the Contractor's Work to verify that AHJ requirements/comments have been satisfactorily addressed by the Contractor in the Work and that Contractor is timely calling for appropriate Building Official reviews and inspections, and that such upon inspection the Building Official has taken no exceptions to the Work.

4.2.25.5 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the CONSULTANT, 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 or such other time as may otherwise be approved by the Owner, upon recommendation by the CONSULTANT, the Owner shall set the date of Substantial Completion.

4.2.25.6 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the CONSULTANT shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

4.2.25.7 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 CONSULTANT, the Work will not be ready for final acceptance within the time parameters specified herein, the CONSULTANT shall notify the Project Manager, 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 CONSULTANT may wish to state.

4.2.25.8 Retainage for Uncompleted Work: The CONSULTANT shall review and concur on a 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.

4.2.25.9 Final Acceptance: When, in the judgment of the CONSULTANT the Work is complete, the date of Final Acceptance shall be set by the Owner.

4.2.26 The CONSULTANT's Services after Phase 1 Final Acceptance shall include, but not be limited to, the following:

4.2.26.1 As-Built Plans, Record Drawings, and Close-out Document Submittals: Monitor the timely update of the Contract Documents to as-built status, review the final Operating Systems as-built documents for conformance, and coordinate the submission of these documents in the format described below as specified by MDAD. Also assist the MDAD Project Manager in coordinating equipment/systems commissioning, training of personnel, and receipt of warranties for the Operating Systems, and the Fixed Facilities Modifications. The record/as-built drawings shall be submitted in the following formats:

A. Two (2) sets of 30" x 42" Electrostatic black line prints; and

B. Two (2) sets of electronic drawings:

Based on submission date the .DWG version must be within two years of the AutoCAD version currently being shipped. Any of the following transmission methods are acceptable: CD, DVD, or external hard drive.

In compliance with the MDAD Technical Support Facility Management Layering System requirements in DWG compiled format, not X-REF. Please refer to the MDAD CAD Standards Guidelines (MDAD Design Guidelines Manual available through the MDAD Project Manager).

If manual drafting was approved by the Owner, the record drawings shall be scanned into an electronic TIFF or CAL file format.

The record drawings shall be presented to the Project Manager for transmittal of one copy of each format, through the Commissioning Team, to the designated representatives of the MDAD Division of Technical Support.

4.2.26.2 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 CONSULTANT 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 Contractor shall provide a certification of the quality of all equipment and systems that are a part of the finished work.

4.2.26.3 The CONSULTANT 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 Contractor will be responsible for providing an index and summary list 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.

4.2.26.4 The CONSULTANT shall inspect the entire Project thirty (30) days prior to the expiration of the warranties. The CONSULTANT shall jointly 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 CONSULTANTs' report shall be complete with specific recommendations covering any portion of the Work to be repaired or replaced.

4.2.26.5 In addition to the requirements set forth above, the CONSULTANT shall perform those duties of the CONSULTANT as set forth in the Contract Documents as authorized by Service Order.

4.2.26.6 Partnering: the Owner has committed itself to the practice of partnering, a team commitment to create an environment in which differences are dealt openly, with members of the Project team taking responsibility for timely and cost-conscious performance. The process will start with key participants of the Project team, including the Consultants, the Design-Build team 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 will be held as necessary during the construction to spur the Project's on-schedule completion.

4.3 MAINTENANCE OF APPROVED PERSONNEL

4.3.1 Personnel approved by the Owner for each assignment shall not be changed without the prior written consent of the Owner. Such consent shall be contingent upon the Owner's approval of the replacement personnel based on the qualifications of those persons as submitted by the CONSULTANT.

4.3.1.1 The qualifications for all substitute personnel proposed, except in clerical job classifications, shall be presented in the form of a resume (preferred) or other such documentation sufficient to allow the Owner to a make a reasonable determination as to the adequacy of the proposed individuals' qualifications to perform the duties.

4.3.2 Personnel approved by the Owner for each assignment shall not be granted leaves of absence (vacation, sick, or other) from the assignment by the CONSULTANT unless the CONSULTANT substitutes a person of equal or greater qualifications. Emergency substitutes shall not remain on the assignment more than five (5) working days without the written consent of the Owner.

4.4 MEETINGS AND REPORTS

4.4.1 Meetings: As part of providing the required Services, the CONSULTANT shall attend all meetings wherein information relating to the Project 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 CONSULTANT 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 CONSULTANT shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.4.2 Reports: In addition to any specific reports called for elsewhere in this Agreement, or in the Florida Building Code, as applicable, the CONSULTANT shall prepare and submit any other reports as may be reasonably requested by the Project Manager to assist the Project Manager in fulfilling its obligations pursuant to any work to which the CONSULTANT is assigned.

4.5 OTHER SERVICES: The CONSULTANT shall perform any other related Services as may be designated in a Service Order. Such Services shall be compensated as provided for in the section "Compensation for Services".

4.6 SUCCESSORS AND ASSIGNS: The CONSULTANT and the County each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the CONSULTANT. Failure to do so constitutes a breach of this Agreement by the CONSULTANT.

ARTICLE 5

ADDITIONAL SERVICES

5.1 AUTHORIZATION: Any Services beyond the requirements for Basic Professional Services shall be performed by the CONSULTANT 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 CONSULTANT. The CONSULTANT 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 Professional 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 or related Services not otherwise necessary for the satisfactory performance of the Services.

5.2.2 If any independent engineering, testing laboratory or surveyor is employed by the CONSULTANT to perform any or all of the requested additional services, the CONSULTANT 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 CONSULTANT and not compensable by the Owner.

5.2.3 Meetings with federal and/or state grant providing agencies required to assist the Owner in obtaining grant funding for the Project as may be requested by the Owner.

5.2.4 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

5.2.5 Consultation concerning replacement of any work damaged by fire or other disaster during construction or afterwards, and professional services in connection with the replacement of such work.

5.2.6 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 CONSULTANT's errors, omissions, or ambiguities.

5.2.7 Professional services required after acceptance of the Work by the Owner except as otherwise required.

5.2.8 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract.

5.2.9 NOT USED

5.2.10 NOT USED

5.2.11 Preparation of reports, which are not a requirement of the required Basic Professional Services.

5.2.12 NOT USED

5.2.13 Program Planning and Program Management Services as may be requested by the Owner.

The Consultant shall fulfill all other requirements and duties, imposed on the CONSULTANT by the Contract Documents or through Service Order by direction of the Owner.

Should the CONSULTANT fail to perform these Services in a timely manner and cause a delay in the progress of the Work, the CONSULTANT shall be responsible for any resulting damages to the Owner.

ARTICLE 6

REIMBURSABLE EXPENSES

The following activities and entities may be considered as Reimbursable Expenses under this Agreement. 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 CONSULTANT's team, when recommended by the CONSULTANT, and approved by the Owner in writing, and when in the opinion of the CONSULTANT, said Sub-consultant services are necessary for the accomplishment of the Services.

6.2 In the event the CONSULTANT is assigned a project within the Customs area and the CONSULTANT is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Consultant the cost of the premium for such bond, as substantiated by the invoice.

6.3 All printing and reproduction costs. 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 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.

6.5 Certified Mileage – Reimbursable amount to be consistent with State of Florida Law

6.6 The Owner may provide the CONSULTANT office space including work stations, conference room, utilities, computers with office software, printer, plotter, scanner, internet access and copiers. Any software purchased under this agreement for which the CONSULTANT is reimbursed shall become the property of the Aviation Department including any licenses for the reference software.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

7.1 EQUAL EMPLOYMENT OPPORTUNITY: The CONSULTANT 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 CONSULTANT 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 are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The CONSULTANT 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 CONSULTANT shall assign responsibility to one of its officials to develop procedures that will ensure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

7.2 NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES: The CONSULTANT, 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 age, race, color, creed, sex, national origin, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the CONSULTANT; (2) that the CONSULTANT shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the CONSULTANT 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; and (4) the CONSULTANT shall obligate their sub-consultants to the same

nondiscrimination requirements imposed on the Consultant and assure said requirements are included in those sub-agreements.

7.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the CONSULTANT has breached any enforceable nondiscrimination covenants contained in Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the CONSULTANT 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 CONSULTANT agrees as follows: The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the CONSULTANT'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 CONSULTANT 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 CONSULTANT will include Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises of this Article in CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, attests that it 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 CONSULTANT or any owner, subsidiary or other firm affiliated with or related to the CONSULTANT 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 CONSULTANT submits a false affidavit pursuant to this Resolution or the CONSULTANT violated the Act or the Resolution during the term of this Contract, even if the CONSULTANT 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 Small Business Development (SBD) Division, Internal Services Department. 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 SBD. 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 CONSULTANT is required under this agreement to achieve the Contract Measures applied to this Project as shown in the Special Provisions of this Agreement and the attached Letters of Agreement.

To fulfill the requirements of this Article, the CONSULTANT must comply with the Metropolitan Miami-Dade County, Florida Implementing Order 3-32 Community Business Enterprise Program (CBE) or the Disadvantaged Business Enterprise Participation Provisions, as applicable.

The Director may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

7.8 UTILIZATION REPORT (UR): Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28 and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County on a monthly basis, unless designated otherwise. UR's are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable). The format is attached hereto as Appendix 5.

ARTICLE 8

COMPENSATION FOR SERVICES

The Owner agrees to pay to the CONSULTANT and the CONSULTANT 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 CONSULTANT for work performed without a Service Order.

All allocations of money as between Basic Professional Services, Additional Services, and Reimbursable Expenses are for budgetary purposes only. The County, in issuing Service Orders, may transfer monies between such categories without restraint, subject to the overall contract allocation for this Agreement.

The Consultant is not guaranteed a minimum or maximum amount under this Agreement. The Consultant has no obligation to perform services for which payment would exceed the NTE Amount.

8.1 COMPENSATION FOR PROFESSIONAL SERVICES:

Total compensation for all Professional Services shall be the not-to-exceed amount of Twenty-five Million Eighty-eight Thousand One Hundred Sixty-one Dollars and No Cents ($25,088,161.00), which includes the previous Not-to-Exceed Fee, Basic Professional Services, Additional Services, Reimbursable Expenses, and the Inspector General Audit Account listed herein.

8.2 FEES FOR BASIC PROFESSIONAL SERVICES

8.2.1 The Total Maximum Fee for Basic Professional Services for the Satellite E APM System Replacement Project shall be the Not-to-Exceed Amount of Five Million One Hundred Two Thousand Three Hundred Twenty-Six Dollars and No Cents ($5,102,326.00).

8.3 FEES FOR ADDITIONAL SERVICES

8.3.1 An Additional Services Allowance Account is hereby established in the Not-to-Exceed Amount of Five Hundred Thousand Dollars and No Cents ($500,000.00) to pay for Technical Support and Oversight Services in support of the Operations & Maintenance of the MIA North Terminal Skytrain and the MIA Satellite E APM System Operations performed by other contractors and SSPP support services for a one year term.

8.3.2 An Additional Services Allowance Account is hereby established in the amount of Five Hundred Sixty Thousand Two Hundred Thirty-Two Dollars and No Cents

($560,232.00) to pay for any Additional Services that may be authorized by Service Order.

8.4 PAYMENT FOR SERVICES: The fee for Services authorized in accordance with this Agreement will be computed by one of the following methods as mutually agreed to by the Owner and the CONSULTANT:

Fixed Lump Sum
Multiple of Direct Salaries

8.4.1 Fixed Lump Sum: Under this compensation basis, the CONSULTANT 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 CONSULTANT is compensated for the time of personnel engaged directly in performing Services under this Service Order. 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. 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 CONSULTANT for Services based on a Multiple of Direct Salaries shall be determined as follows:

8.4.3.1 Compensation for One (1) Principal(s) shall be at the flat rate without application of any multiplier of $250.00 per hour.

Principal(s) to be paid this rate is/are those listed by name in Appendix 2 - "Principals of the Consultant", attached to this Agreement.

Upon mutual agreement between the Owner and the CONSULTANT, the Principals identified in Appendix 2 - "Principals of the Consultant" 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 engaged in performing Services shall be at a multiple of 2.92 times Direct Salaries, for those individuals that are assigned to the Project, approved to work on the Project by the Department, and are working out of office space provided by the CONSULTANT or a Sub-consultant. The maximum rate of compensation for all personnel including the multiple of direct salary shall not exceed $242.00 per hour.

8.4.3.3 Compensation for the CONSULTANT's or sub-consultant's non-Principal personnel on site, shall be at a multiple of 2.20 times the Direct Salaries, for those individuals that are assigned to the Project, approved to work on the Project by the Department, and are working out of office space provided by either the Owner or the Contractor at no cost to the CONSULTANT. The maximum rate of compensation for personnel including the multiple of direct salary shall not exceed $182.00 per hour.

8.4.3.4 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 ($) multiplied by the appropriate multiple (M) plus Hours Worked Beyond Forty (40) Hours During the Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.1)

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*

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*1.5*1.1) = 3180+495 = $3675*

8.4.3.5 The CONSULTANT shall not invoice the 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), utility charges, office/drafting supplies, depreciation of

equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic and/or clerical staff, 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.

8.4.3.6 When Services, are authorized as a Multiple of Direct Salaries, the CONSULTANT shall submit the name, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.

8.5 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 6 "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.

8.6 INVOICES AND METHODS OF PAYMENT: The CONSULTANT shall submit monthly to the Project Manager, Two (2) copies of a duly certified invoice for payments stating that the Services for which payment is requested have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices for Services authorized as a Multiple of Direct Salaries shall include the names, classification, CONSULTANT compensation rate per hour, hours worked, total charge for all personnel directly engaged on the Project and full time sheets for each individual being charged for the period covered in the invoice. Additional format requirements, content and submittal date of the invoice shall be as specified by the MDAD Project Manager. Provided there are no problems with an invoice, as determined by the MDAD Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes.

8.7 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Service Order. The CONSULTANT 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 CONSULTANT to the Owner. The CONSULTANT shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Sub-consultant(s). The CONSULTANT shall make all payments to such Sub-consultant(s) promptly following receipt by the CONSULTANT of the corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

Compensation rate to the Sub-Consultants authorized by the Owner shall not exceed the Rates above unless otherwise approved in advance by the Owner. Reimbursement to the CONSULTANT for approved Sub-Consultant(s) expenses shall be paid at a rate of 1.05 times the Sub-Consultant invoice to compensate the Consultant for all costs associated with those expenses.

In accordance with Miami-Dade County Code Section 2-8.8, as a condition of final payment under this Agreement, the CONSULTANT shall identify all subconsultants/subcontractors used for the Services, the amount of each subcontract, and the amount paid and to be paid to each subconsultant/subcontractor refer to Appendix 4.

8.8 CONSEQUENCE FOR NON-PERFORMANCE: Should the CONSULTANT fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the CONSULTANT shall be liable for any damages to the Owner resulting from such delay.

8.9 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 CONSULTANT shall be compensated as follows:

8.9.1 Payment for Services completed and approved prior to receipt by the CONSULTANT of notice of abandonment of a Project Element, termination, or suspension, for which payment has not yet been made to the CONSULTANT 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.

8.9.2 For Services partially completed and satisfactorily performed prior to receipt by the CONSULTANT of notice of abandonment of a Project Element, termination, or suspension, the CONSULTANT 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 CONSULTANT 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 that would have been paid for such Services had they not been abandoned, terminated or suspended.

8.9.3 Upon payment to the CONSULTANT for Service associated with abandoned, terminated, or suspended Project Elements in accordance with this Article, the CONSULTANT shall have no further claim for Services related to the abandoned, terminated, or suspended Project Elements.

8.9.4 No payment shall be made by the Owner to the CONSULTANT for loss of anticipated profit(s) from any abandoned, terminated, or suspended Project Elements.

8.10 MAXIMUM PAYABLE FEE FOR ADDITIONAL SERVICES: The aggregate sum of all payments to the CONSULTANT for Additional Services payable on this Project shall not exceed One Million Sixty Thousand Two Hundred Thirty-Two Dollars and No Cents ($1,060,232.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of the Owner.

8.11 MAXIMUM PAYABLE FEE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the CONSULTANT for Reimbursable Expenses payable on this Project shall not exceed Three Hundred Thousand Dollars and No Cents ($300,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of the Owner, and any amount unspent can be utilized by MDAD to augment other required services.

8.12 INSPECTOR GENERAL AUDIT ACCOUNT: An 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 Sixteen Thousand One Hundred Fifty-Six Dollars and Forty Cents ($16,156.40). 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.

8.13 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is Twenty-Five Million Eighty-Eight Thousand One Hundred Sixty-One Dollars and Forty Cents ($25,088,161.40). 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 Owner. The CONSULTANT is not guaranteed any minimum or maximum amount under this Agreement and the CONSULTANT has no obligation to perform services for which payment would exceed the Not-to-Exceed Amount.

ARTICLE 9

SPECIAL PROVISIONS

9.1 The scope of this Project is to provide project management assistance, technical support, and professional oversight to MDAD for the construction, installation, improvements, and operation and maintenance of the Satellite E and the North Terminal "Skytrain" Automatic People Mover (APM) Systems at Miami International Airport (MIA).

9.2 At any time during the term of this Agreement the Owner can require the CONSULTANT to provide Project Specific Professional Liability Insurance in the amount of $1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Article 6 "Reimbursable Expenses" of this Agreement.

9.3 NOT USED

9.4 NOT USED

9.5 Pursuant to Article 7.7, the contract measures for this Agreement are:

Community Business Enterprise (CBE-A/E) 5.0 % Goal

9.6 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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials as of the date first above written.

CONSULTANT (CORPORATION)

LEA+ELLIOTT, INC.
Legal Name of Corporation

ATTEST:

Asst Secretary: _____ By: _____
Signature and Seal Consultant - Signature

SANJEEV SHAH — **JACK NORTON, PRESIDENT/CEO**
Type Name Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

APPENDIX 1

BASIC SERVICES FEE SCALE

NOT USED

APPENDIX 2

PRINCIPALS OF THE CONSULTANT

Authorized Principal(s): Sanjeev Shah, PE

APPENDIX 3

CRITICAL PERSONNEL

Sanjeev Shah, PE
Daniel McFadden, PE

APPENDIX 4
SUBCONSULTANT/SUBCONTRACTOR PAYMENT REPORT

APPENDIX 5

CBE IMPLEMENTING ORDER 3-32
COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE-A/E),
CBE LETTER(S) OF AGREEMENT
AND CBE FORMS