Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2014

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

Agenda Item No. 3(B)(7)

From: Carlos A. Gimenez
Mayor

Subject: Ratification of First and Second Amendments to the MIA Mover APM Project Fixed-Facilities Construction-Services-Consultant Professional Services Agreement with Bermello, Ajamil & Partners, Inc. increasing the Agreement amount by $500,000.00

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying the actions of the County Mayor's designee, pursuant to the provisions of the Miami-Dade Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, approving the First and Second Amendments to the Professional Services Agreement (PSA) with Bermello, Ajamil & Partners, Inc., for Fixed-Facilities Construction Services for the Miami International Airport (MIA) MIA Mover Automated People Mover (APM) Project, increasing the Agreement by $500,000.00.

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 these amendments totaling $500,000.00 are Miami-Dade Aviation Department (MDAD) Capital Improvement Program and reserve maintenance accounts.

TRACK RECORD/MONITOR

Based on the County's Capital Improvements Information System, Bermello has a rating of 3.5 (with 4.0 being the highest) based on nine evaluations. 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

Pursuant to Resolution R-1111-09, Bermello, Ajamil & Partners, Inc. was awarded a $5 million Non-Exclusive Professional Services Agreement to act as the Fixed Facilities Construction Consultant for the MIA Mover APM System Project, with an estimated end date of May 25, 2014. Bermello, Ajamil was selected to provide quality assurance, design oversight, construction administration and inspection services for the MIA Mover APM Project to ensure timely completion of the fixed facilities, control contract costs and schedules, and design and construction conformed to contract documents.

The project was substantially completed September 7, 2011, on schedule and under budget and the APM was put into passenger service September 9, 2011. At the time the project contract documents were prepared, it was anticipated that the project close-out would take place in March 2012; however, the close-out process, completion of the punchlist, and reconciliation of all construction costs exceeded the anticipated six months. While the reconciliation of all design/construction costs resulted in a credit to the County of approximately $7.5 million from the Phase I Contract Amount of $259,441,250, this

extended close-out period exhausted the PSA funding and the account needed to be replenished and supplemented to complete the project close-out.

Pursuant to the provisions of the Miami-Dade Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, on June 14, 2012, a First Amendment was executed to authorize a $200,000.00 increase in the Agreement; and on October 11, 2012, a Second Amendment was executed to authorize a $300,000.00 increase in the Agreement.

Although the scope of the MIA Mover APM PSA does not include work on other MDAD APMs, the Department used this PSA to expedite the procurement of the replacement E Satellite APM because of the continued failure of the existing train. Accounting controls did not catch this error because payments against a contract, when properly approved by the professionals managing the project, are checked only for contract capacity and adequate budget.

To prevent a recurrence in the future, the Program Controls Division of Aviation Finance, will now confirm that work falls within the scope of the PSA or other related contract prior to the other accounting controls authorizing payment.

COMPANY NAME/ADDRESS:	Bermello, Ajamil & Partners, Inc. 2601 S. Bayshore Drive Miami, FL 33133
YEARS IN BUSINESS:	20 years
AGREEMENTS IN THE PAST FIVE (5) YEARS:	Five agreements totaling $10,336,811.00
TERM OF AGREEMENT:	Five years in effect until all service orders in force at the end of the contract period have been completed and the services accepted, whichever is later.
ORIGINAL AGREEMENT AMOUNT:	$5,012,500.00 (including Inspector General account)
RECOMMENDED MODIFICATION:	Increase the Agreement amount by a total of $500,000.00 and provide that services may be funded by unspent amounts from reimbursable expenses.
ADJUSTED AGREEMENT AMOUNT:	$5,512,500.00 (including Inspector General account)
PERCENT CHANGE THIS MODIFICATION:	9.97%
CONTRACT MEASURES:	25% CBE goal
CONTRACT MEASURES ACHIEVED AT AWARD:	26% CBE goal
CONTRACT MEASURES ACHIEVED TO DATE:	28% CBE goal
CBE SUBCONSULTANTS:	Triangle Associates, Inc. – 12% ($572,524.85) Nifah & Partners – 8% ($378,563.15) Louis Aguirre – 7% ($350,000.00)

Gurri Matute – 1% ($49,989.18)

USING DEPARTMENT: Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: September 3, 2014

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

SUBJECT: Agenda Item No. 3(B)(7)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(7)
9-3-14

RESOLUTION NO. _____

RESOLUTION RATIFYING THE ACTION OF THE MAYOR'S OR MAYOR'S DESIGNEE EXECUTING THE FIRST AND SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BERMELLO, AJAMIL & PARTNERS INC, IN THE AMOUNT OF $500,000.00 PURSUANT TO SECTION 2-285 OF THE MIAMI-DADE COUNTY CODE

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 ratifies the actions of the Mayor's designee, pursuant to the provisions of the Miami-Dade Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, in approving and executing the First and Second Amendments to the Professional Services Agreement with Bermello, Ajamil & Partners Inc. in substantially the form attached hereto, in the amount of $500,000.00.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	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	

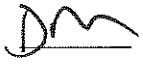
The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of September, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

FIRST AMENDMENT TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR FIXED FACILITIES CONSTRUCTION SERVICES CONSULTANT FOR THE MIA MOVER APM SYSTEM PROJECT FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS FIRST AMENDMENT, entered into this 14th day of June, 2012 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Bermello Ajamil & Partners, Inc., herein referred to as the "Consultant".

WITNESSETH:

WHEREAS, on May 20, 2009 the County Manager, pursuant to his authority under Miami-Dade County Code Section 2-8.2.7, awarded a Non-Exclusive Professional Services Agreement for a Fixed Facilities Construction Services Consultant for the MIA Mover APM System Project at Miami International Airport, hereinafter referred to as the "Agreement", and by Resolution No. R-1111-09, the Board of County Commissioners ratified the County Manager's actions awarding the Agreement; and,

WHEREAS, the County desires to modify the Agreement by increasing the amount of the Agreement by $200,000 and the Consultant is willing to continue to provide such services under the terms and conditions of the Agreement as modified herein and not originally included in the Agreement.

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

1. Modify the first paragraph of Sub-article 6.2 as follows:

   FIXED FACILITIES CONSTRUCTION SERVICES CONSULTANT – PROJECT MANAGEMENT The Maximum Fee for the Fixed Facilities Construction Services Consultant Project Management Services inclusive of the Principal, Project Manager(s), Administrative Assistant(s), and Administrative Support for the MIA Mover Fixed Facilities to be performed under the provisions of the Professional Services Agreement (PSA) and as further defined in Appendix 4 of the referenced PSA is the Not-to-Exceed Amount of **One Million, Two Hundred Thousand Dollars and No Cents ($1,200,000).**

2. Delete the fourth paragraph of Sub-Article 6.2 and replace it with the following:

The Total Maximum Fee for the Fixed Facilities Consultant Services Consultant is the Not-to-Exceed Amount of **Four Million Nine Hundred Fifty Thousand Dollars and No Cents ($4,950,000.00)** and the Maximum Payable for Reimbursable Expenses is the Not-to-Exceed Amount of **Two Hundred Fifty Thousand Dollars ($250,000.00).** Total payments to the Consultant for Services and Reimbursable Expenses performed shall not exceed **Five Million Two Hundred Thousand Dollars and No Cents ($5,200,000.00).** Any unspent amount for Fixed Facilities Construction Services Consultant (Project Management, Fixed Facilities Design Review, and Fixed Facilities Construction Inspection, Quality Assurance, Quality Control Oversight) and/or Reimbursable Expenses can be utilized by MDAD to augment unperformed services, and to perform Services beyond the intended scope of this Agreement but which are directly related to and necessary for the successful completion of this Project or other similar Projects as may be designated and authorized by a Service Order.

3. Delete Sub-article 6.3 in its entirety.

4. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Bermello, Ajamil $ Partners, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary: _____
(Signature and Seal)

Bernard N. Horovitz
Corporate Secretary
(Type Name & Title)

By: _____
Authorized Officer - Signature

Name: Luis Ajamil

President
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk 6/14/12

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

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

This sworn statement is submitted for:

PROJECT TITLE: MIA MOVER APM SYSTEM PROJECT

PROJECT NUMBER: J104A / E07-MDAD-03 ESP

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Luis Ajamil (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

BERMELLO, AJAMIL & PARTNERS, INC.
(Name of Entity)

2601 South Bayshore Drive, 10th Floor,Miami,Florida 33133
(Address of Entity)

5 / 9 - 1 / 7 / 2 / 2 / 4 / 8 / 6
Federal Employment Identification Number

hereinafter referred to as the Entity being its

President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

"1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

X Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

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

X _____ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.cf

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MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) 07/29/11	$ 1,185,390.00	$ 1,185,390.00	85.40%

Name of Dept. & Summary of Services Performed: POR OF MIAMI TERMINAL D&E
Cruise Terminal D & E Improvements
Project No. 2011-014 Contract No.A11-SEA-01

Litigation Arising out of Contract:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2) 10/18/11	$ 200,000.00	$ 200,000.00	100.0%

Name of Dept. & Summary of Services Performed: MIA AIRPORT PARKING GARAGE BRIDGE
MIA MOVER DBOM-FIXED FACILITIES DESIGN & CONSTR.
R3 R-667-03 PSA:EDP-PSA-2013-A Contract No. 1292

Litigation Arising out of Contract:

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
~~(1)~~ (3)			
10/18/11	$ 200,000.00	$ 200,000.00	99.60%

Name of Dept. & Summary of Services Performed: POM Tunnel - Changed Condition Services
POM Project No. 2004-019.01 B
WO No. 07-EDP-BA POM project No. 2004-019.01 B
Contract No. EDP-591722486-2013-A

Litigation Arising out of Contract:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
~~(2)~~ (4)			
06/02/09	$ 53,392.00	$ 53,392.00	100.00%

Name of Dept. & Summary of Services Performed: Metro Zoo ADA Upgrades
Miami Metrozoo ADA Barrier Removal
Project No. EDP-PR-SR-592500-02-002

Litigation Arising out of Contract:

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
	1,418,571 Plus Reimb and Allowances ($ 360,864)		
~~(1)~~ (5)	556,774 Three WO- Pedestrian.., Atrium.. & Annex Build		
05/14/09	$ 2,336,209.00	$ 2,336,209.00	75.20%

Name of Dept. & Summary of Services Performed: Josep Caleb Center - Renovations/ New Courthouse & Parking
OCI Project No. A07-GSA-02 ESP
GSA Project No. W70308/Z00051

Litigation Arising out of Contract:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
~~(2)~~ (6)			
05/20/11	$ 5,000,000.00	$ 5,000,000.00	95.50%

Name of Dept. & Summary of Services Performed: MIA Mover APM System Project
Fixed Facilities Construction Services
Project No. J104A / E07-MDAD-03 ESP

Litigation Arising out of Contract:

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
~~(1)~~ (7)	5,624,140.00 1,416,100.00 4,522,073.00	Approved Amendments # 1 After 06/30/05	
06-01/00	$ 11,562,240.00	$11,401,436.77	99.00 %

Name of Dept. & Summary of Services Performed: MIAMI-DADE AVIATION DEPARTMENT
BC-INFILL INTERIOR FINISH OUT
MDAD PROJECT NUMBER B746A

Litigation Arising out of Contract:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
~~(2)~~ (8)			
06/01/00	$ 8,886,560.00	$ 8,886,560.00	100.00%

Name of Dept. & Summary of Services Performed: MIAMI-DADE AVIATION DEPARTMENT
BC INFILL BUILDING SHELL
MDA PROJECT NUMBER B745A

Litigation Arising out of Contract:

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
~~(1)~~ (9)			
07/20/11	$ 24,580.00	$ 24,580.00	100.00%

Name of Dept. & Summary of Services Performed: Port of Miami 2035 Master Plan - Additional Services
Work Order No. 06-EDP-BA
POM Project No. 2008-039

Litigation Arising out of Contract: Contract No. EDP-591722486-2013a

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
	1,150,000.00		
~~(2)~~ (10)	81,532.96 Additional Services		
03/16/09	$ 1,231,932.96	$ 1,231,932.96	100.00%

Name of Dept. & Summary of Services Performed: MIAMI DADE COUNTY SEAPORT DEPARTMENT
PROJECT NO. 2008.039 CONTRACT NO. E08-SEA-03
PORT OF MIAMI 2035 MASTER PLAN
UPDATE VERSION OF THE MASTER PLAN

Litigation Arising out of Contract:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3) (11)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 73 Years (20 years under current business name)

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Yes.

AFFIRMATION OF VENDOR AFFIDAVIT

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

Contract No.

Federal Employer Identification No. (FEIN): 59-1722486

Contract Title:

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

AFFIDAVIT

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

Pursuant to 215.442, F.S., the Bermello, Ajamil & Partners, Inc. ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

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

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

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

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

Liara Larrea
(Signature of Authorized Representative)

Title CFO

Date May 15, 2012

STATE OF:
COUNTY OF:

The above affidavits were acknowledged before me this 15 day of May, 2012,

by Liara Larrea,
(Authorized Representative)

of BERMELLO, AJAMIL & PARTNERS, INC.
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Angelica
(Signature of Notary)

Angelica Camacho
(Print Name)

Notary Stamp or Seal:

ANGELICA CAMACHO
MY COMMISSION # EE 114560
EXPIRES: July 21, 2015
Bonded Thru Notary Public Underwriters

Notary Commission Number: EE 114560

My Commission Expires: July 21, 2015

AFF-7

SECOND AMENDMENT TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR FIXED FACILITIES CONSTRUCTION SERVICES CONSULTANT FOR THE MIA MOVER APM SYSTEM PROJECT FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS SECOND AMENDMENT, entered into this 11th day of Oct, 2012 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Bermello Ajamil & Partners, Inc., herein referred to as the "Consultant".

WITNESSETH:

WHEREAS, on May 20, 2009 the County Manager, pursuant to his authority under Miami-Dade County Code Section 2-8.2.7, awarded a Non-Exclusive Professional Services Agreement for a Fixed Facilities Construction Services Consultant for the MIA Mover APM System Project at Miami International Airport, hereinafter referred to as the "Agreement", and by Resolution No. R-1111-09, the Board of County Commissioners ratified the County Manager's actions awarding the Agreement; and,

WHEREAS, the County has the authority pursuant to Ordinance No. 95-64 to amend administratively contract amounts by up to $500,000 or 15% of the particular contract amount; and,

WHEREAS, the County Mayor, through his designee, approved the First Amendment to the Agreement by increasing the amount of the Agreement by $200,000 in order for the Consultant to provide additional services under the terms and conditions of the Agreement as modified therein and not originally included in the Agreement; and,

WHEREAS, the County desires to modify through this Second Amendment to the Agreement by increasing the amount of the Agreement by an additional $300,000 and the Consultant is willing to continue to provide such services under the terms and conditions of the Agreement as modified herein.

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

1. Modify the first paragraph of Sub-article 6.2 as follows:

   FIXED FACILITIES CONSTRUCTION SERVICES CONSULTANT – PROJECT MANAGEMENT The Maximum Fee for the Fixed Facilities Construction Services Consultant Project Management Services inclusive of the Principal, Project Manager(s), Administrative Assistant(s), and Administrative Support for the MIA Mover Fixed Facilities to be performed under the provisions of the Professional Services Agreement (PSA) and as further defined in Appendix 4 of the referenced PSA is the Not-to-Exceed Amount of **One Million, Five Hundred Thousand Dollars and No Cents ($1,500,000.00).**

2. Delete the fourth paragraph of Sub-Article 6.2 and replace it with the following:

   The Total Maximum Fee for the Fixed Facilities Consultant Services Consultant is the Not-to-Exceed Amount of **Five Million Two Hundred Fifty Thousand Dollars and No Cents ($5,250,000.00)** and the Maximum Payable for Reimbursable Expenses is the Not-to-Exceed Amount of **Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00).** Total payments to the Consultant for Services and Reimbursable Expenses performed shall not exceed **Five Million Five Hundred Thousand Dollars and No Cents ($5,500,000.00).** Any unspent amount for Fixed Facilities Construction Services Consultant (Project Management, Fixed Facilities Design Review, and Fixed Facilities Construction Inspection, Quality Assurance, Quality Control Oversight) and/or Reimbursable Expenses can be utilized by MDAD to augment unperformed services, and to perform Services beyond the intended scope of this Agreement but which are directly related to and necessary for the successful completion of this Project or other similar Projects as may be designated and authorized by a Service Order.

3. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

BERMELLO, AJAMIL & PARTNERS, INC.
(Legal Name of Corporation)

ATTEST:

Secretary _____
(Signature and Seal)

BERNARD HOROVITZ, SECRETARY
(Type Name & Title)

By: Diana Garcia
Authorized Officer - Signature

Name: DIANA GARCIA

PARTNER, CFO
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney