

Memorandum



Date: July 23, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(A)(3)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Award Recommendation for a Professional Services Agreement for Baggage Handling Systems Services with Vic Thompson Company, Contract No. E16-MDAD-02B

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Contract No. E16-MDAD-02B entitled: "Professional Services Agreement (PSA) for Baggage Handling Systems Services" to Vic Thompson Company, pursuant to Section 2-10.4 of the Code of Miami-Dade County. The total compensation amount is \$3,308,250 with a total contract term of five years and no renewal options. This recommendation to award has been prepared by the Miami-Dade Aviation Department (MDAD).

This is one of three award recommendations for the provision of the same services under Project No. E16-MDAD-02. The other two award recommendations, to JSM & Associates, LLC and Ross & Baruzzini, Inc. are on today's agenda as companion items.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute, implement, amend and terminate this contract is consistent with those authorities granted under the Code of Miami-Dade County.

PROJECT NAME: Baggage Handling Systems Services

**INTERNAL SERVICES
DEPARTMENT (ISD)
ARCHITECTURAL/
ENGINEERING (A/E)
PROJECT NO.:**

E16-MDAD-02

CONTRACT NO.: E16-MDAD-02B

PROJECT DESCRIPTION: The scope of services will include professional architectural and engineering (A/E) services for design and evaluation of new and existing baggage handling systems at the South, Central, and North Terminals including replacement, repair, expansions, interconnections, and modifications of existing equipment, utilities, programming, and connections to existing systems.

PROJECT LOCATION: Miami International Airport (MIA)
COMMISSION DISTRICT: District 6 / Commissioner Rebeca Sosa
APPROVAL PATH: Board of County Commissioners Section 2-10.4 of the Miami-Dade County Code
USING DEPARTMENT: Miami-Dade Aviation Department
MANAGING DEPARTMENT: Miami-Dade Aviation Department

Fiscal Impact/Funding Source

FUNDING SOURCE: Aviation Revenue Bonds / Future Financing / Reserve Maintenance / Operating Fund Multi-year

2000000068 Miami International Airport – Reserve Maintenance Projects	\$3,308,250
2000000095 Miami International Airport – South Terminal Improvements	\$3,308,250
Operating Fund	<u>\$3,308,250</u>
TOTAL	\$9,924,750

(See Attachment A, “FY 2018-19 Adopted Budget and Multi-Year Capital Plan, Pages 117, 127, and 128”)

OPERATIONS COST IMPACT: Not applicable as this is a PSA for A/E services

MAINTENANCE COST IMPACT/FUNDING: Not applicable as this is a PSA for A/E services

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	4.01	Aviation Systems – Engineering
Other	12.00	General Mechanical Engineering

Other	13.00	General Electrical Engineering
Other	17.00	Engineering Construction Management

PROPOSALS RECEIVED: Four (4)

SUBMITTAL DATE: October 10, 2018

**SUSTAINABLE BUILDINGS
ORDINANCE
(I.O. NO. 8-8)**

Deliverables involve technical services that include opportunities for achieving Leadership in Energy and Environmental Design (LEED) or sustainable measures.

CONTRACT PERIOD: Five (5) years

OPTION(S) TO EXTEND: None

**INSPECTOR GENERAL (IG)
FEE INCLUDED IN BASE
CONTRACT:**

No

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$3,000,000

**CONTINGENCY/DEDICATED
ALLOWANCE (Section 2-8.1
Miami-Dade County Code):**

10 percent / \$300,000

IG FEE: \$8,250

TOTAL AMOUNT: \$3,308,250

SEA LEVEL RISE(Ord. 14-79): The impacts of sea level rise will be considered as part of the design.

**Track Record/Monitor
DUE DILIGENCE:**

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the firm: Small Business Development (SBD) database, convicted vendors, debarred vendors, delinquent contractors, suspended

vendors, and federal excluded parties list. The Capital Improvements Information System (CIIS) database does not have any evaluations in the system for Vic Thompson Company as the firm has not been awarded any contracts by Miami-Dade County.

SBD HISTORY OF VIOLATIONS:

No violations on record.

MINIMUM QUALIFICATIONS:

It is preferred that the Prime consultant have a cumulative five years of experience within the last 20 years, designing and modifying baggage systems at large hub United States airports or airports with similar baggage handling systems as those existing at MIA.

FIRM:

Vic Thompson Company

COMPANY PRINCIPAL:

Christine Norton

LOCATION OF COMPANY:

3751 New York Avenue, suite 140
Arlington, TX 75014

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST THREE (3) YEARS:

None

RESPONSIBLE WAGES:

No

ASSIGNED CONTRACT MEASURES:

Disadvantaged Business Enterprise (DBE) A/E Goal - 20 percent

MEASURES ACHIEVED AT AWARD:

DBE A/E Goal - 40 percent

(See Attachment B, "SBD Project Worksheet and MDAD Minority Affairs Compliance Review")

DBE SUBCONSULTANTS:

Vic Thompson Company – 40 percent (\$1,320,000)
(See Attachment C, "DBE Utilization Form" and "Letter of Intent")

OTHER SUBCONSULTANTS:

Graef-USA, Inc.
Gartek Engineering Corporation
Mobio Architecture, Inc.

Digital Building Services, LLC

**MANDATORY
 CLEARINGHOUSE:**

Not applicable

**CONTRACT MANAGER/
 EMAIL:**

Felix Pereira
 fpereira@miami-airport.com

**PROJECT MANAGER/
 EMAIL:**

Felix Pereira
 fpereira@miami-airport.com

SELECTION PROCESS:

The Request to Advertise (RTA) was filed with Clerk of the Board (COB) on November 3, 2016. Three separate revisions to the original RTA were received by the COB on February 24, 2017; May 5, 2017; and May 11, 2018. The revisions to the RTA increased the amount of the project and amended the number of Agreements from two to three. A total of four proposals were received on October 10, 2018. On November 27, 2018, ISD notified BNP Associates, Inc. that their team was eliminated from further consideration for this solicitation due to their non-compliance with the DBE Program provisions. On January 10, 2019, the First-Tier meeting was conducted for the Competitive Selection Committee (CSC) to evaluate the three remaining proposals. Based on the CSC's professional judgment, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. By a majority vote, the CSC decided to forego Second-Tier proceedings and recommended the following firms, in order of preference, for negotiation of three PSAs for the subject project.

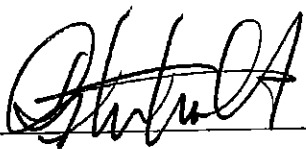
Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
JSM & Associates, LLC	277	3	1
Vic Thompson Company	273	7	2
Ross & Baruzzini, Inc.	271	8	3

The Negotiation Committee was approved by the County Mayor's designee on March 1, 2019. (See Attachment D, "Negotiation Authorization, List of Respondents and Tabulation Sheets")

The Negotiation Committee completed negotiations with Ross & Baruzzini, Inc. and JSM & Associates, LLC on April 3, 2019, and with Vic Thompson Company on May 21, 2019.

BACKGROUND:

Vic Thompson Company will provide professional architectural and engineering services for design and evaluation of new and existing baggage handling systems at the South, Central and North Terminals.



Jack Osterholt
Deputy Mayor

Attachment A

FY 2018-19 Adopted Budget and Multi-
Year Capital Plan, Pages 117, 127, and
128

FY 2018 - 19 Adopted Budget and Multi-Year Capital Plan

FINANCIAL SUMMARY

(dollars in thousands)	Actual FY 15-16	Actual FY 16-17	Budget FY 17-18	Adopted FY 18-19
Revenue Summary				
Aviation Fees and Charges	393,813	379,779	396,295	402,860
Carryover	71,992	106,181	82,331	84,730
Commercial Operations	273,093	271,737	277,305	279,753
Non-Operating Revenue	81,427	87,220	87,000	87,000
Other Revenues	30,647	19,268	21,929	18,933
Rental Income	143,480	150,278	146,024	149,707
Total Revenues	994,452	1,014,463	1,010,884	1,022,983
Operating Expenditures				
Summary				
Salary	91,407	92,769	99,663	101,836
Fringe Benefits	28,532	32,573	37,285	41,009
Court Costs	215	194	494	494
Contractual Services	81,831	87,803	106,463	107,097
Other Operating	131,158	129,196	159,256	166,204
Charges for County Services	78,254	84,115	90,605	97,254
Grants to Outside Organizations	0	0	0	0
Capital	4,156	3,324	4,645	3,063
Total Operating Expenditures	415,553	429,974	498,411	516,957
Non-Operating Expenditures				
Summary				
Transfers	472,716	481,697	427,743	418,143
Distribution of Funds In Trust	0	0	0	0
Debt Service	0	0	0	0
Depreciation, Amortizations and Depletion	0	0	0	0
Reserve	0	0	84,730	87,883
Total Non-Operating Expenditures	472,716	481,697	512,473	506,026

(dollars in thousands) Expenditure By Program	Total Funding		Total Positions	
	Budget FY 17-18	Adopted FY 18-19	Budget FY 17-18	Adopted FY 18-19
Strategic Area: Transportation				
Executive	4,621	5,157	18	15
Administration	61,632	62,219	143	142
Business Retention and Development	8,802	5,967	49	40
Commercial Operations	70,415	74,707	0	0
Facilities Development	19,809	22,523	41	41
Facilities Management	122,180	126,350	450	461
Finance and Strategy	12,821	13,719	68	74
Airport Concessions Business Development	0	2,994	0	9
Non-Departmental Operations	63,216	61,616	0	0
Operations	45,517	44,970	436	445
Policy Advlsement	9,385	9,727	50	50
Public Safety and Security	80,013	87,008	111	123
Total Operating Expenditures	498,411	516,957	1,366	1,400

SELECTED ITEM HIGHLIGHTS AND DETAILS

Line Item Highlights	(dollars in thousands)				
	Actual FY 15-16	Actual FY 16-17	Budget FY 17-18	Actual FY 17-18	Budget FY 18-19
Advertising	722	760	1,039	888	1,182
Fuel	762	906	1,318	1,276	1,283
Overtime	4,184	5,162	4,146	3,533	4,457
Security Services	7,063	6,202	8,657	9,071	8,581
Temporary Services	186	97	50	18	50
Travel and Registration	321	389	829	351	898
Utilities	48,251	47,541	52,710	48,717	50,372

FY 2018 - 19 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT - PASSENGER BOARDING BRIDGES PROGRAM

PROJECT #: 2000000596

DESCRIPTION: Replace 34 Passenger Boarding Bridges (PBBs) and associated equipment at concourses D, E, F, and G within the next 5 years

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Aviation 2016 Commercial Paper	4,882	0	0	0	0	0	0	0	4,882
Aviation Passenger Facility Charge	0	1,487	25,787	16,045	1,528	20,453	0	0	65,300
Future Financing	0	7,668	0	0	0	0	0	0	7,668
TOTAL REVENUES:	4,882	9,155	25,787	16,045	1,528	20,453	0	0	77,850
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	1,966	9,155	25,787	16,045	1,528	20,453	0	0	74,934
Planning and Design	2,916	0	0	0	0	0	0	0	2,916
TOTAL EXPENDITURES:	4,882	9,155	25,787	16,045	1,528	20,453	0	0	77,850

MIAMI INTERNATIONAL AIRPORT - RESERVE MAINTENANCE PROJECTS

PROJECT #: 2000000068

DESCRIPTION: Provide funding for various unusual and/or extraordinary projects including, but not limited to maintenance, repairs, renewals, and/or replacement; replace IT equipment; fund miscellaneous environmental projects, paving rehabilitation, elevator modernization, Concourse H restroom renovations, roofing repairs, switch gear replacement at Concourse G, and fire main replacement at buildings 890, 891, and 896

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
FDOT Funds	230	4,535	0	0	0	0	0	0	4,765
Federal Aviation Administration	3,127	0	0	0	0	0	0	0	3,127
Reserve Maintenance Fund	38,800	80,465	77,000	77,000	77,000	77,000	0	0	427,265
TOTAL REVENUES:	42,157	85,000	77,000	77,000	77,000	77,000	0	0	435,157
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	41,395	83,800	75,800	75,800	75,800	75,800	0	0	428,395
Planning and Design	762	1,200	1,200	1,200	1,200	1,200	0	0	6,762
TOTAL EXPENDITURES:	42,157	85,000	77,000	77,000	77,000	77,000	0	0	435,157

FY 2018 - 19 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT - SOUTH TERMINAL IMPROVEMENTS

PROJECT #: 200000095

DESCRIPTION: Enhance MIA's south terminal baggage handling system; replace roof in Concourse H; renovate Concourse H to include conversion of gates H12, H14, and H15 from domestic only gates to international capable arrival gates; and modify gate H15 to accommodate A-380 aircraft to sustain airport growth and flexibility

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Aviation 2016 Commercial Paper	66,798	23,378	0	0	0	0	0	0	90,176
FDOT Funds	806	11,360	10,500	5,172	8,887	124	0	0	36,849
Federal Aviation Administration	3,389	0	0	0	0	0	0	0	3,389
Future Financing	0	8,644	78,168	41,833	31,104	15,100	0	0	174,849
Transportation Security Administration	51,213	49,948	0	0	0	0	0	0	101,161
Funds									
TOTAL REVENUES:	122,206	93,330	88,668	47,005	39,991	15,224	0	0	406,424
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	97,551	90,584	84,236	46,519	39,991	15,224	0	0	374,105
Planning and Design	24,655	2,746	4,432	486	0	0	0	0	32,319
TOTAL EXPENDITURES:	122,206	93,330	88,668	47,005	39,991	15,224	0	0	406,424

MIAMI INTERNATIONAL AIRPORT - SUPPORT PROJECTS

PROJECT #: 2000000790

DESCRIPTION: Install pre-conditioned air equipment in concourse G; Install Foreign Object Detection (FOD) Detection System; Install parking guidance system at MIA's parking garages; install a smoke evacuation system in the south terminal; and design and install central terminal closed-circuit TV system

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Aviation Revenue Bonds	933	5,928	7,796	8,303	0	0	0	0	22,960
Double-Barreled GO Bonds	1,000	4,588	4,589	0	0	0	0	0	10,177
FDOT Funds	53	2,128	0	0	0	0	0	0	2,181
Federal Aviation Administration	7	0	0	0	0	0	0	0	7
TOTAL REVENUES:	1,993	12,644	12,385	8,303	0	0	0	0	35,325
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	1,779	12,644	11,922	8,303	0	0	0	0	34,648
Planning and Design	214	0	463	0	0	0	0	0	677
TOTAL EXPENDITURES:	1,993	12,644	12,385	8,303	0	0	0	0	35,325

Attachment B

SBD Project Worksheet and MDAD
Minority Affairs Compliance Review



Small Business Development Division Project Worksheet

Project/Contract Title: BAGGAGE HANDLING SYSTEMS SERVICES **Received Date:** 06/06/2016
Project/Contract No: E16-MDAD-02 **Funding Source:** AIRPORT IMPROVEMENT POOL
Department: AVIATION
Estimated Cost of Project/Bid: \$9,000,000.00 **Resubmittal Date(s):** 01/27/2017
06/06/2017
06/08/2017
02/15/2018
04/12/2018
Description of Project/Bid: The project involves design and evaluation of new and existing baggage handling systems at South, Central and North Terminals including replacement, repair and modifications of existing equipment, utilities, programming, connections to existing systems, TSA and functional testing. It is preferred that the prime consultant have a cumulative (5) years experience within the last (20) years designing and modifying baggage systems at large hub US airports with similar baggage handling systems as those existing at MIA. The selected prime awarded a Professional Services Agreement under FASD Project No. A16-MDAD-02: Terminal Optimization Program (TOP) Project Support Services will be precluded from participating on this project.

Measure	Program	Goal Percent
Goal	DBE	20.00%

The Miami Dade County Aviation Department submitted a Project Work Sheet for project #E16-MDAD-02 indicating 20% DBE Goal to be appropriate for the following Technical Categories: General Mechanical Engineering at 5%, General Electrical Engineering at 5% and Engineering Construction Management at 10%

This project will award Three (3) Professional Service Agreements (PSA) valued at Three million dollars. (\$3,000,000.00) for an estimated total project amount of Nine million dollars (\$9,000,000.00).

Technical Category: 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1700-Engineering Construction Management

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	DBE	\$450,000.00	5.00%	
ENGINEERING CONSTRUCTION MANAGEMENT	DBE	\$450,000.00	5.00%	
GENERAL ELECTRICAL ENGINEERING	DBE	\$900,000.00	10.00%	
Total		\$1,800,000.00	20.00%	

Living Wages: YES NO

Responsible Wages: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

Tier 1 Set Aside _____ Tier 2 Set Aside _____
 Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal 20% Bid Preference: _____
 No Measure _____ Deferred _____ Selection Factor _____
 CWP _____ 4/20/18
County Mayor/Designee Date

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Memorandum



Date: November 20, 2018

To: Amado Gonzalez
Internal Services Department (ISD)

From: *Milton L. Collins*
Milton L. Collins
MDAD-Minority Affairs Division

Subject: Project: Baggage Handling Systems Services
Project No: E-18-MDAD-02
DBE Compliance Review

The Minority Affairs Division has completed its compliance review of the above-referenced project for compliance with the Disadvantaged Business Enterprise (DBE) Program as per the requirements of the Code of Federal Regulations (49 CFR Part 26). The contract measure applicable to this project is DBE Sub-Consulting goal of 20.0%.

On November 16, 2018, the Minority Affairs Division received from ISD Strategic Procurement Division, a list of Respondents and proposal documents of four (4) firms (Enclosure 1). We reviewed the FAA DBE Bid Forms in light of the DBE Special Provisions, Article 03, DBE Participation, Section E(3) provided with the RFP, that stipulates:

"Failure to submit DBE Utilization Form/Letters of Intent (Exhibit A), Contract Participation Form (Exhibit B), Bidder's List (Exhibit C), DBE Goal Waiver Request Form (Exhibit D, if needed), and DBE Unavailability Certification (if needed) by a deadline of Bid Submittal or as specified by the Contracting Officer, may result in rejection of the bid/offer."

In Summary: The three (3) Respondents noted in Table 1 met the required DBE goal of 20.0% and submitted the necessary DBE forms except one (1) firm BNP Associates didn't commit DBE participation goal (Enclosure 2):

- DBE Utilization Form/Letters of Intent (Exhibit A),
- Contract Participation Form (Exhibit B),
- Bidder's List (Exhibit C),
- Proof of DBE Certification in Florida (Enclosure 3)

We have verified with Florida Unified Certification Program (FUCP) database that the certifications for the DBE firms are current and valid. If any of the DBE firms listed on the Contractor Participation Form as DBE are found not to be eligible after award, it must be substituted in accordance with Section V of the DBE Participation Provisions contained in the project documents.

Table 1

Summary DBE Compliance Review Baggage Handling Systems Services				
Respondents (In alphabetical)	DBE Goals	Offered	Good Faith Efforts	Remarks
BNP Associates Inc.	20.0%	0.0%	0%	Not Responsive
JSM & Associates, LLC.	20.0%	20.0%	100%	Responsive
Ross & Baruzzini, Inc.	20.0%	20.0%	100%	Responsive
VIC Thomson Company	20.0%	40.0%	200%	Responsive
* Source: MDAD- Minority Affairs				

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

Should you have any questions or need additional information, please contact me at (305) 876-7221 or Abebe Teclé at (305) 876-7386.

Enclosures (3)

c:

A. Teclé
Project File

Summary DBE Compliance Review City of
Baggage Handling Systems Services

1	Prime Respondent BNP Associates Inc.	Louis J Aguirre & Associates PA Digital Building Services, LLC Total DBE Achieved % DBE Goal % Variance w/Goal (+ or -)	✓ ✓ ✗ 20.0% -20.0%	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓	0.0% 0.0% 0.0% 20.0% -20.0%	✓ ✓ ✓ ✓ ✓	Not Responsive
2	JSM & Associates, LLC.	Gurri Matute PA SDM Consulting Engineers Inc. Louis J Aguirre & Associates PA Total DBE Achieved % DBE Goal % Variance w/Goal (+ or -)	✓ ✓ ✓ 20.0% 20.0% 0.0%	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓	5.0% 7.5% 7.5% 20.0% 20.0% 0.0%	✓ ✓ ✓ ✓ ✓	Responsive
3	Ross & Baruzzi, Inc.	Gartek Engineering Corporation Jordan Engineering LLC Digital Building Services, LLC Grindstone Group, LLC Total DBE Achieved % DBE Goal % Variance w/Goal (+ or -)	✓ ✓ ✓ ✓ 20.0% 20.0% 0.0%	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓	40.0% 2.5% 2.5% 5.0% 20.0% 20.0% 0.0%	✓ ✓ ✓ ✓ ✓ ✓	Responsive
4	VIC Thomson Company	Total DBE Achieved % DBE Goal % Variance w/Goal (+ or -)	✓ ✓ 40.0% -40.0% 20.0% 20.0%	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓	40.0% -40.0% 20.0% 20.0%	✓ ✓ ✓ ✓	Responsive
	Source: MPOA Minority Affairs							

Attachment C

DBE Utilization Form and Letter of
Intent



EXHIBIT A - Revised 9/2/2014

DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

- The bidder/offeror is committed to a minimum of 40 % DBE utilization in this Contract.
- The bidder/offeror (if unable to meet the DBE goal of _____ % is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offeror's firm: Vic Thompson Company

Address: 3751 New York Avenue, Suite 140

City: Arlington State: TX Zip: 76014

Telephone: 817-657-6600

State Registration No. F11000001336

By: Christine H. Norton Title: CEO
(Signature)

Christine H. Norton Date: 9/27/18
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Vic Thompson Company

Address: 3751 New York Avenue, Suite 140

City: Arlington State: TX Zip: 76014

Telephone: 817-657-6600

Description of work to be performed by DBE firm: Prime BHS Consultant / BHS engineering

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated percentage value of this work is 40 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent value as stated above.

By: Ronit Z. Buchman President
(Signature) (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Attachment D

Negotiation Authorization, List of
Respondents, and Tabulation Sheets

Memorandum

MIAMI-DADE
COUNTY

Date: February 21, 2018
To: Tara C. Smith, Director
Internal Services Department
Through: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department
From: Amado Gonzalez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee
Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department
Baggage Handling Systems Services
ISD Project No. E16-MDAD-02

Namita Uppal
2018 MAR -14 AM 10:25
CLERK OF THE BOARD
MIAMI-DADE COUNTY
CLERK

The Competitive Selection Committee has completed the evaluation of the proposals submitted in response to the referenced Internal Services Department solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

ISD Project No.: E16-MDAD-02

Project Title: Baggage Handling Systems Services

Scope of Services Summary: The scope of services will include professional architectural and engineering (A/E) services for performing design and evaluation of new and existing baggage handling systems at Miami International Airport's South, Central, and North Terminals including replacement, repair, expansions, interconnections and modifications of existing equipment, utilities, programming, and connections to existing systems; Transportation Security Administration; and functional testing.

Experience and Qualifications: It is preferred that the Prime consultants have a cumulative of five (5) years of experience within the last 20 years, designing and modifying baggage systems at large hub United States airports or airports with similar baggage handling systems as those existing at Miami International Airport.

Participation Restrictions: The solicitation stipulated that any consultant awarded a Professional Services Agreement for the Capital Improvement Program Management Services to be advertised in the future, and its sub-consultants, are precluded from being recommended for award on this project. In addition, the consultants awarded a Professional Services Agreement and its sub-consultants, will be precluded from being recommended for award on the Miami-Dade Aviation Department Capital Improvement Program Management Services agreement.

Term and Estimated Cost of Contract: The County intends to retain three (3) qualified consultants/teams of firms for three (3) separate Non-Exclusive Professional Services Agreements (PSA) with an effective term of five (5) years. Each PSA has an estimated total maximum compensation of three million dollars (\$3,000,000.00), exclusive of contingencies and fees.

Small Business Development Goal/Measure: On April 20, 2018 the Small Business Development Division established a 20% Disadvantage Business Enterprise Goal applicable to this solicitation as recommended on April 12, 2018 by the Miami-Dade Aviation Department's Minority Affairs Division.

Request to Advertise: The Request to Advertise was received by the Clerk of the Board on November 3, 2016. Three separate revisions to the original Request to Advertise were received by the Clerk of the Board on February 24, 2017, May 5, 2017 and May 11, 2018. The revisions to the Request to Advertise increased the amount of the project and amended the number of Agreements from two (2) to three (3).

Advertisement of Solicitation: The Notice to Professional Consultants was advertised on August 28, 2018.

Number of Proposal(s) Received: Four (4) proposals were received by the submittal deadline of October 10, 2018.

Name of Proposer(s): Please refer to the attached List of Respondents.

Disadvantage Business Enterprise Compliance Review: The Miami-Dade Aviation Department's Minority Affairs Division determined that the firm BNP Associates, Inc. was not in compliance with the Disadvantage Business Enterprise provisions as stated in the attached Compliance Review Memorandum dated November 20, 2018. On November 27, 2018, the Internal Services Department notified BNP Associates, Inc. that their team was eliminated from further consideration for this solicitation due to their non-compliance as stated above. All other firms were found in compliance with the Disadvantage Business Enterprise provisions.

Selection Process: The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier – Evaluation of Experience and Qualifications, and Second Tier – Oral Presentations. The First Tier is the evaluation of the firms' current statements of experience, qualifications and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget, as demonstrated through an oral presentation from firms deemed responsive and responsible at the First Tier.

Note: The Competitive Selection Committee may waive the Second Tier proceedings by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on January 10, 2019. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive and responsible Proposers. Please refer to the attached First Tier Tabulation Sheet.

Second Tier Results: Based on the Competitive Selection Committee's professional judgement, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Ricardo Solorzano, Contract Administrator, Miami-Dade Aviation Department
- Jose Luis Rodriguez, Engineer 4, Miami-Dade Aviation Department
- Felix Pereira, Chief of Architecture, Miami-Dade Aviation Department
- Lisa Dandrea, Construction Manager, Department of Cultural Affairs

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firms for the purpose of negotiating three (3) non-exclusive Professional Services Agreements for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

JSM & Associates, LLC

Final Ranking – 1

Total Adjusted Ordinal Score – 3

Total Adjusted Qualitative Points – 277

Vic Thompson Company

Final Ranking – 2

Total Adjusted Ordinal Score – 7

Total Adjusted Qualitative Points – 273

Ross & Baruzzini, Inc.

Final Ranking – 3

Total Adjusted Ordinal Score – 8

Total Adjusted Qualitative Points – 271

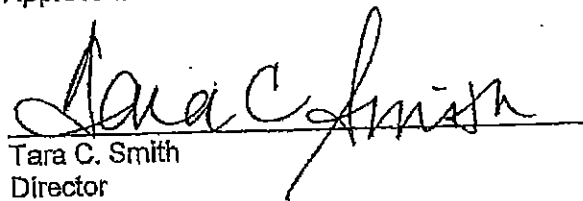
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor's or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contracts to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If satisfactory agreements cannot be reached within the 60 day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contracts and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:


Tara C. Smith
Director

3/1/19
Date

Attachments:

1. Request To Advertise
2. List of Respondents
3. DBE Compliance Review Memorandum
4. ISD Elimination Letter
5. First Tier Tabulation Sheet

c: Competitive Selection Committee
Clerk of the Board of County Commissioners

cc



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Baggage Handling Systems Services

Project No.: E16-MDAD-02

Measures: 20% DBE

No. of Agreements: 3

Contract Type: MULTIPLE PROJECT

Submittal Date: 10/10/2018

Team No.: 1

Prime Name: VIC THOMPSON COMPANY

Prime Local Preference:

FEIN No.: 752727229

Trade Name:

Sub-Consultants Name

- a. GRAEF-USA INC.
- b. GARTEK ENGINEERING CORPORATION
- c. MOBIO ARCHITECTURE INC
- d. DIGITAL BUILDING SERVICES, LLC

Trade Name

GRAEF

Subs FEIN No.

391083592

592032388

300793220

812653383

Team No.: 2

Prime Name: JSM & ASSOCIATES LLC

Prime Local Preference:

FEIN No.: 261660700

Trade Name:

Sub-Consultants Name

- a. GURRI MATUTE PA
- b. MOBIO ARCHITECTURE INC
- c. SDM CONSULTING ENGINEERS INC
- d. LOUIS J AGUIRRE & ASSOCIATES PA
- e. AVCON INC
- f. JORDIM ENGINEERING LLC
- g. DIGITAL BUILDING SERVICES, LLC
- h. MONTGOMERY CONSULTING GROUP, INC.

Trade Name

Subs FEIN No.

651038126

300793220

592346110

650164013

592890463

272543048

812653383

593310365

Team No.: 3

Prime Name: BNP ASSOCIATES INC

Prime Local Preference:

FEIN No.: 060871669

Trade Name:

Sub-Consultants Name

- a. LOUIS J AGUIRRE & ASSOCIATES PA
- b. PGAL, INC.
- c. DIGITAL BUILDING SERVICES, LLC

Trade Name

Subs FEIN No.

650164013

760291476

812653383



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Baggage Handling Systems Services

Project No.: E16-MDAD-02

Measures: 20% DBE

No. of Agreements: 3

Contract Type: MULTIPLE PROJECT

Submittal Date: 10/10/2018

Team No.: 4

Prime Local Preference:

Prime Name: ROSS & BARUZZINI INC

FEIN No.: 430787438

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

a. GARTEK ENGINEERING CORPORATION

592032388

b. JORDIM ENGINEERING LLC

272543048

c. T Y LIN INTERNATIONAL

941598707

d. DIGITAL BUILDING SERVICES, LLC

812653383

e. GRINDSTONE GROUP, LLC

830458562

FIRST - TIER MEETING
 January 10, 2019
 MIAMI-DADE AVIATION DEPARTMENT
 ISD PROJECT NO. E16-MDAD-02

TABULATION SHEET

ISD PROJECT NO. E16-MDAD-02

FIRM NAME	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL ADJUSTED QUAL. SCORE	TOTAL QUAL. POINTS	FINAL RANK
	RICARDO SOLOZANO (MDAD)	JOSE LUIS RODRIGUEZ (MDAD)	ILEANA QUINTANA (WASD)	WINSTON FLETCHER (DTPW)	LISA DANDREA (CU)				
1 Vfc Thompson Company	46	47	46	46	48	233	92	238	
1A - Qualification of firms including team members associated to the project (Max. 20 points)	18	18	16	17	18	87		92	
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	18	17	18	16	88		90	
3A - Past Performance of the Firms (Max. 20 points)	3	5	3	4	5	20		18	
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	5	24		23	
5A - Ability of team members to interface with the County (Max 5 points)	91	93	86	90	92				
Ordinal Scores	3	2	2	3	1				
Dropped Ordinal Scores									
Dropped Qualitative Scores									
2 JSM & Associates, LLC	48	48	47	48	49	238	91	238	
1A - Qualification of firms including team members associated to the project (Max. 20 points)	20	18	18	18	18	92		92	
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	18	18	18	16	90		90	
3A - Past Performance of the Firms (Max. 20 points)	4	4	2	4	4	18		18	
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	6	5	23		23	
5A - Ability of team members to interface with the County (Max 5 points)	95	93	89	93	91				
Ordinal Scores	1	1	1	1	2				
Dropped Ordinal Scores									
Dropped Qualitative Scores									
Tie-Breaker (CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.									
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A.									

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MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(3)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(3)
7-23-19

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND VIC THOMPSON COMPANY; FOR BAGGAGE HANDLING SYSTEMS SERVICES, CONTRACT NO. E16-MDAD-02B IN AN AMOUNT NOT TO EXCEED \$3,308,250.00 FOR A TERM OF FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Services Agreement to Vic Thompson Company, for Baggage Handling Systems Services, Contract No. E16-MDAD-02B, in an amount not to exceed \$3,308,250.00 and for a term of five years, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the termination provisions contained therein.

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

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

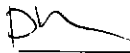
The Chairperson thereupon declared this resolution duly passed and adopted this 23rd day of July, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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

**PROFESSIONAL SERVICES AGREEMENT FOR
BAGGAGE HANDLING SYSTEMS SERVICES FOR
MIAMI-DADE AVIATION DEPARTMENT
CONTRACT NO. E16-MDAD-02B**

This AGREEMENT made as of the _____ day of _____ in the year 2019, between

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

**and the
Architect/Engineer:** **Vic Thompson Company**
3751 New York Avenue, Suite 140
Arlington, TX 76014
(817) 557-5600

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

For the Project: **Baggage Handling Systems Services**

The scope of services to be provided by the Architectural/Engineering (A/E) firm includes, but is not limited to, performing design and evaluation of new and existing baggage handling systems at South, Central, and North Terminals including replacement, repair, and modifications of existing equipment, utilities, programming, and connections to existing systems, Transportation Security Administration (TSA), and functional testing.

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

PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Agreement between the Owner and the Architect/Engineer, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated 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 Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **ARCHITECT/ENGINEER (A/E):** The named entity on page 1 of this Agreement.
- 1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services that the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Basic Services.
- 1.9 **BASIC SERVICES FEE:** The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.

- 1.10 **CHANGE ORDER:** A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.11 **CONSTRUCTABILITY:** The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.12 **CONSTRUCTION COST:** Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.13 **CONTRACT DOCUMENTS:** The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.14 **CONTRACTOR:** The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.15 **DAYS:** Reference made to Days shall mean consecutive calendar days.
- 1.16 **DEDICATED SERVICES:** Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.
- 1.17 **DEFECT(S):** Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.
- 1.18 **DELIVERABLES REQUIREMENTS MANUAL:** A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.19 **DESIGN DELIVERABLES:** Deliverables to be presented and Services to be performed by the Architect/Engineer at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.

- 1.20 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.21 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.22 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables.
- 1.23 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.24 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 Architect/Engineer 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 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.
- 1.28 GREEN BUILDING CERTIFICATION INSTITUTE (GBCI): the designated organization responsible for administering the LEED certification program.

- 1.29 LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.
- 1.30 LEED AP: A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.
- 1.31 LEED CERTIFICATION DOCUMENTS: Reports, documents or other data required to apply for and obtain the desired LEED certification.
- 1.32 LEED CERTIFICATION PLAN: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.
- 1.33 LEED STATUS REPORT: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.
- 1.34 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.
- 1.35 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).
- 1.36 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.
- 1.37 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department and Water & Sewer; or their successors.
- 1.38 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.
- 1.39 PHASE: The portion of the Basic Services that shall be accomplished by the Architect/Engineer for each of the Project's elements or, to the extent authorized by

Service Order a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1A	-	Program Verification
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Work Related Services

- 1.40 **PLANS:** The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.41 **PROBABLE CONSTRUCTION COST:** The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.42 **PROFESSIONAL CONSTRUCTION ESTIMATOR:** An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.
- 1.43 **PROGRAM:** The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.
- 1.44 **PROJECT:** Project Elements and components of the Project Elements and Services as set forth this Agreement and authorized by Service Order (s).
- 1.45 **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.
- 1.46 **PROJECT ELEMENT:** A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.

- 1.47 **PROJECT MANAGER (PM):** Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.48 **PROLONGED PERIOD OF WORK RELATED SERVICES:** The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer.
- 1.49 **PUNCH LIST:** A running list of defects in the Work as determined by the Architect/Engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.50 **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 Architect/Engineer considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.
- 1.51 **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 Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.
- 1.52 **REVIEW SET:** A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.
- 1.53 **SCHEMATIC DESIGN:** That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.
- 1.54 **SERVICE ORDER:** A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services.
- 1.55 **SERVICES:** All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

- 1.56 **SUB-CONSULTANT:** An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.
- 1.57 **SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Architect/Engineer issues a certificate of Substantial Completion. At this stage, all Punch List work shall 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.
- 1.58 **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.
- 1.59 **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.
- 1.60 **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.
- 1.61 **WORK:** All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.62 **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.
- 1.63 **WORK-RELATED SERVICES:** Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.64 **WORK SEQUENCING SCHEDULE AND STAGING PLAN:** Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on

adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.

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

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 INFORMATION TO BE FURNISHED BY THE OWNER: The Owner will furnish the Architect/Engineer the information listed in the Special Provisions.
- 2.2 OBLIGATION OF THE ARCHITECT/ENGINEER: The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. MDAD shall approve any destructive measures that may be necessary, Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Architect/Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of this Agreement.

3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

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

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

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

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

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than \$300,000 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 \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
- d. Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

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

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of 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 Architect/Engineer and/or the Sub-Consultants shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. They shall also at their own expense furnish the County or its duly authorized representative with copies of all correspondence, papers, records, and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

3.2.4 If, at any time during the term of this Agreement, the actual provisions of the insurance described herein, or any part thereof, cannot be obtained or is non-renewable or is otherwise not available, then Miami-Dade County shall attempt to meet, as closely as possible, the objective and purpose of the original insurance program as outlined herein. Furthermore, Miami-Dade County and the Architect/Engineer shall agree as to their respective responsibilities and actions in this regard.

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.
- 3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Architect/Engineer from liability under any portion of this Contract.
- 3.2.7 Cancellation of any insurance or non-payment by the Architect/Engineer of any premium for any insurance policy or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, Miami-Dade County at 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 Architect/Engineer.
- 3.3 **ASSIGNMENT:** The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Architect/Engineer will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.5 **SUB-CONSULTANTS:** All services provided by the Sub-consultants shall be consistent with those commitments made by the Architect/Engineer during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

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

The Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the

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

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

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

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

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

The Owner may terminate this Agreement if the Architect/Engineer 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. The Owner may also terminate this Agreement as directed by the Federal Aviation Administration (FAA).

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a sub-consultant contract. In addition, a violation by the Architect/Engineer or a sub-consultant to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See 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 Architect/Engineer shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Architect/Engineer shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

- 3.7.2 **Owner's Termination for Convenience:** The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.
- 3.7.3 **Architect/Engineer's Termination for Cause:** The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".
- 3.7.4 **Implementation of Termination:** In the event of termination, either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:
1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;

4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;
6. Complete performance of any Services not terminated by the Notice of Termination.

3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 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 Code. In addition, a violation by the Consultant, or sub consultant to the Consultant, or failure to comply with Section 2-10.4.01(5) of the Code, and Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O. respectively.

3.9 INTENT OF AGREEMENT:

- 3.9.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.
- 3.9.2 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 Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Architect/Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Architect/Engineer for any reason whatsoever.

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

3.12 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 Architect/Engineer a non-exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.
- 3.13.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.
- 3.13.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

- 3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the Architect/Engineer or without any additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.
- 3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the GBCI via internet websites or other means.

3.14 LAWS AND REGULATIONS:

- 3.14.1 The Architect/Engineer 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 Architect/Engineer 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 A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

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

- 3.14.4 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 Consultant's current Federal Income Tax Return

3.14.6 In addition to the above requirements in this sub-article, the Architect/Engineer agrees to abide by all Federal, State, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to:

3.14.6.1 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 Architect/Engineer 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 CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants.

Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

- 3.16 **STANDARD OF CARE:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract Architect/Engineer shall perform its services to the standard of care of a reasonable architect or engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Architect/Engineer.
- 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 Architect/Engineer shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.
- 3.18 **SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/ STERILE AREAS SECURITY:**
- 3.18.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA), or other Miami- Dade County airports.
- 3.18.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD photo identification badges for all the Architect/Engineer'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 Architect/Engineer shall be responsible for requesting MDAD issue identification badges to all employees whom the Architect/Engineer requests

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

- 3.18.4 All employees of the Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to 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 Architect/Engineer shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.
- 3.18.7 Only Architect/Engineer 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 Architect/Engineer shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.
- 3.18.8 The Architect/Engineer agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer or 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 Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.



- 3.18.9 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.10 The Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer.
- 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 Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 3.18.13 The Architect/Engineer 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 Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the Architect/Engineer's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.
- 3.18.14 In addition to the foregoing, the Architect/Engineer shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Architect/Engineer employees that will be involved within the CBP/FIS environment at MIA. The Architect/Engineer shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Architect/Engineer personnel.
- 3.18.15 The employee(s) of the Architect/Engineer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Architect/Engineer shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Architect/Engineer to remove any employee it deems unacceptable.

3.19 **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 Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The Architect/Engineer shall have no claim against the County as a result of the County, electing to retain or utilize such other Architect, Engineer, Design Professional, or other consultant to perform any such incidental Services.

3.20 **CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:** In accordance with County Resolution No. 744-00, the Architect/Engineer shall identify in Exhibit 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 **ARCHITECT/ENGINEER RESPONSIBILITY**

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

3.21.2 In addition to all other rights and remedies that the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies that result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final

acceptance of the Work or for the period of design liability required by applicable law.

- 3.21.3 The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval, or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Architect/Engineer's services, the Architect/Engineer 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 Architect/Engineer of the findings from that review. Upon notification, the Architect/Engineer shall have fourteen (14) days to request reconsideration of the findings.
- 3.22 ARCHITECT/ENGINEER PERFORMANCE EVALUATION: In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.
- 3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 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 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar 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 Mayor, 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) 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 **SUSTAINABLE BUILDINGS PROGRAM:** Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 9.
- 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 **ENERGY PERFORMANCE (EPact):** Pursuant to R-740-08, A/E agrees to the following terms and conditions of engagement if awarded the Agreement for the work described herein: (1) [Miami-Dade County reserves the right to designate any eligible entity as the "Designer" of the energy efficient improvements incorporated in this Project for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code"); (2) if Miami-Dade County determines that A/E, shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that A/E shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, A/E shall agree to discount its Agreement price or provide a cash rebate to Miami-Dade County. The determination of rebate versus discount shall be determined by Miami-Dade County at its sole

discretion. The amount of the incremental financial benefit realized by the A/E as a result of the accelerated depreciation benefit or the monetization thereof, such actual percentage shall be negotiated in good faith by Miami-Dade County at the time the financial benefit to [A/E, Consultant] becomes ascertainable; (3) Miami-Dade County reserves the right to retain a third party consultant ("EP ACT Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code; and (4) A/E agrees to cooperate in all reasonable respects with the Energy Efficiency Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of Miami-Dade County.

The County shall have no obligation to designate any entity "the Designer", to pursue such benefits on behalf of the [A/E, Consultant], or to cooperate with [A/E, Consultant] in securing these benefits.

- 3.31 **AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS:** The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.32 **ACCOUNTS RECEIVABLE ADJUSTMENTS:** In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Architect/Engineer to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Architect/Engineer under this Contract. Such retained amount shall be applied to the amount owed by the Architect/Engineer to the County. The Architect/Engineer shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Architect/Engineer for the applicable payment due herein.
- 3.33 **ACCESS TO PUBLIC RECORDS:** The A/E shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the A/E upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as

applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE A/E HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

- 3.34 **ASPIRATIONAL POLICY REGARDING DIVERSITY:** Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

ARTICLE 4

BASIC SERVICES

4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify the following:

- the scope of work, time of completion, deliverables, and total compensation for the services authorized;
- the consequences for failure of the A/E to meet the DSCMP and for non-performance as outlined Article 8.7 of this agreement.
- type of services to be provided: whether Basic Services, Additional Services or Work Site Services.

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

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

Upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to the Owner, for its review and approval, a DSCMP for the first three Phases of the Project that conforms to the Project and Phase durations contained in the schedule in the Special Provisions.

The Architect/Engineer is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Architect/Engineer shall meet once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

- 4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in the Special Provisions of this Agreement and all other services normally required for airport projects of this type.
- 4.2.2 The Architect/Engineer shall design facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed, or operated by others not a part of this Agreement and shall also include the coordination of such design.
- 4.2.3 The Architect/Engineer shall design interim/temporary facilities included in the Project Budget with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.
- 4.2.4 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.5 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance with the Deliverables Requirements Manual and the Design Guidelines Manual. In addition, the Project shall be designed so as to be able to achieve the LEED category stipulated in Article 9.
- 4.2.5.1 The LEED AP shall develop and implement a LEED Certification Plan to monitor and document progress during design and construction. Implementation shall include, but not be limited to, the following through-out all Phases: coordinate and verify selected materials, actions, and systems are Project-appropriate and meet LEED credit criteria; collect, organize, and prepare documents required for LEED certification, and performance verification; and register the Project with GBCI, providing follow-through in attaining the required level of LEED certification.
- 4.2.6 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided consultants.
- 4.2.7 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit to the Owner the deliverables listed under the various Phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the Architect/Engineer shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Architect/Engineer shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or

part of any submittals that are not complete in their content as required herein. The Architect/Engineer shall be totally responsible for any additional costs resulting, from such rejections and shall not be compensated in any manner by the Owner therefor.

4.2.8 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in the Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall assist in reviewing applications prepared by the Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

4.2.9 To the extent authorized by Service Order, Submittals for Phases 2 through 3C shall include a "Project LEED points estimate" and narrative, as appropriate, describing the materials, actions, and systems being incorporated in the Project to attain the stated LEED certification category.

4.2.10 Throughout all Phases of the Basic Services, all drawings shall be produced electronically using AUTOCAD software which shall be within two (2) years of the latest release. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line types, shall be included with the drawings. All drawings must comply with and use a layering format adopted by the Owner and referred to as the Technical Support Facility Management Layering system.

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

4.2.11 The Architect/Engineer shall submit hard and electronic format, as specified herein or otherwise by the Owner, copies of all documents required under each

Phase for review, comments, and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

The electronic submittal required under this Agreement shall be in a format acceptable to the Owner and shall generally consist of the digital plot files and digital working files as indicated above and shall be organized and submitted on compact storage discs (CD) compatible with Owner's "Windows" operating system. This information can be obtained through MDAD Technical Support.

- 4.2.12 At the end of Phases 1B, 2 and 3C the Architect/Engineer shall, through the Project Manager, schedule a review(s) of all plans and programs with the user representatives of the Owner.
- 4.2.13 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical, and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.
- 4.2.14 To the extent authorized by Service Order, A formal Value Analysis/Engineering study will be conducted at the end of Basic Services Phase 2. The A/E shall assist as directed by the Project Manager in the VA/E process.
- 4.2.15 The Architect/Engineer shall have a written design quality management program related to Construction Contract Document preparation and Work Related Services that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Subconsultants). Such program shall be submitted to the Owner within seven (7) days after the Owner issues the first Service Order under this Agreement. The Architect/Engineer shall make all adjustments to the program deemed necessary by the Owner. The design quality management program, as adjusted, shall be implemented throughout the entire design and construction process.
- 4.2.16 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 2, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost

in any Phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

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

4.2.18 For Phases 3A through 3D, the Architect/Engineer shall prepare and include plans for the Contractor's/Field Representative's construction trailer. The plans shall show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer(s) required during the performance of the Work by the Contractor.

4.2.19 Commissioning Plans: To the extent authorized by Service Order, The Architect/Engineer shall develop a commissioning plan in conformance with the current edition of the "MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects" and the Design Guidelines Manual.

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

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

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

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

4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the

Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

- 4.3.1.4 **Utilities Investigation:** The Architect/Engineer shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.
- 4.3.1.5 **Surveys:** The Architect/Engineer shall verify the survey information provided by the Owner, and incorporate such information into the design. The Architect/Engineer shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.
- 4.3.1.6 **Soil Investigations:** To the extent authorized by Service Order, The Architect/Engineer shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to the Project's design. The Architect/Engineer shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.
- 4.3.1.7 **Discrepancies between Existing Conditions and Depicted Conditions:** Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents. The Owner shall be informed, in writing, of any discrepancy between actual, and drawings.
- 4.3.1.8 **Deficiencies of Information:** The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be

responsible for verification of the validity, interpretation, coordination, application, and use of all supplemental information, signed and sealed, provided by any such independent consultant.

4.3.1.9 Art in Public Places: To the extent authorized by Service Order, the Architect/Engineer shall, prior to preliminary design, initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of County Code Section 2.11.15 and should it decide to pursue said installation, the Architect/Engineer shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Architect/Engineer to promote the integration of art work and site. Such collaborative efforts shall include the active involvement of both the Architect/Engineer and the artist(s) during Design Development of the Project. In consultation with the artist(s) and Art in Public Places, the Architect/Engineer shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The Architect/Engineer shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Architect/Engineer shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the Contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Architect/Engineer shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Architect/Engineer shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

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

The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. If authorized in writing by the Project Manager, Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed by the Architect/Engineer. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agencies' reviews, the Architect/Engineer shall detail in writing the recommendations of the agencies' to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Architect/Engineer shall prepare and submit the Phase 1B deliverables including but not limited to the following:

- 4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner, showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.
- 4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report, setting forth in appropriate detail, the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. Design areas and elements beneficial to attaining the required LEED certification category shall be identified and quantified.

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

The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on the investigations and recommendations developed by the Architect/Engineer, determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the Architect/Engineer shall, as part of the Basic Services, provide detailed

programming and scheduling, perform follow-on liaison with vendors with respect to availability and delivery, and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

- 4.3.2.3 **Drainage:** To the extent authorized by Service Order, The Architect/Engineer shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.
- 4.3.2.4 **Barricades, Signing, Marking and Lighting:** The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan, and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent, and location of site access, required temporary barricading, signing, marking, and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate Owner staff.
- 4.3.2.5 **Work Sequence and Staging Plan:** The Architect/Engineer shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Architect/Engineer shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.
- 4.3.2.6 **Outline Specification:** The Architect/Engineer shall prepare an outline specification which will describe the architectural and engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other

incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

- 4.3.2.7 Probable Construction Cost: The Architect/Engineer shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.3.2.8 Project LEED point estimate: To the extent authorized by Service Order, the A/E shall submit the Project LEED point estimate corresponding to the Phase 1B submittal documents. The Project LEED point estimate shall be updated for each successive Phase and kept current. No further progress payment shall be made should the Project LEED point estimate in any Phase fail to meet or exceed the top three (3) points in the specified LEED certification category.
- 4.3.2.9 LEED Certification Plan: To the extent authorized by Service Order, the A/E shall submit a LEED Certification Plan for the Project which shall detail the steps necessary to attain the specified LEED certification category and how each is to be implemented during design and construction of the Project. The LEED Certification Plan shall be updated for each successive Phase and kept current. Successive submittals shall show progress level of each step and directly correspond to the design decisions of each Phase.
- 4.3.3 During Phase 1B the Owner may direct the Architect/Engineer, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two Phases shall be the same as if the two Phases were performed in their entirety. The durations for the individual Phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual Phases.
- 4.3.4 The Architect/Engineer shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services is received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Architect/Engineer understands that

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such approvals, comments, and Service Order may be received individually and at different times.

4.4 PHASE 2 - DESIGN DEVELOPMENT

- 4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems, components, and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.
- 4.4.2 Unless otherwise stipulated in the Special Provisions, it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.
- 4.4.3 Upon receipt from the Owner of a Service Order, the Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately seven (7) days. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.

In performing the VA, the A/E will be mindful of the required LEED certification level, and the A/E shall address the benefits and drawbacks of any proposed system, item, or element to be the basis of the LEED certification, and shall be knowledgeable of alternatives available in order to ensure the attainment of that certification.

- 4.4.4 The Architect/Engineer shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. All comments shall be addressed in Phase 3A. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.
- 4.4.5 The Architect/Engineer shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner's and Users' reviews. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required. Phase 2 Design Development drawings shall specifically note areas, systems, and/or items necessary for conformance to the required Project LEED certification category. If applicable, the Project LEED points estimate shall be updated at every submission and coordinated with the Probable Construction Cost estimate and the LEED Certification Plan. The Project LEED points estimate shall be realistic and not less than the top three (3) points specified in the certification category for the Project.
- 4.4.6 The Architect/Engineer shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 2 Basic Services.

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

4.5.1 Phase 3A, 30% Complete Contract Documents

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

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

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

The Architect/Engineer may refer to the MDAD SWPPP guidance manual for information on preparing an individual SWPPP for Owner approval and Contractor implementation.

4.5.1.3 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County.

4.5.1.4 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate

design. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for LEED points, as well as the LEED point estimate. Specific areas, items, and elements that contribute to the Owner-required LEED category shall be listed, keyed, or otherwise highlighted for review purposes.

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

4.5.2 Phase 3B, 75% Complete Contract Documents

4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

4.5.2.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The Architect/Engineer shall assist the Owner in coordinating with the Building Department to facilitate permit approval prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.

- 4.5.2.3 The Architect/Engineer shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion.
- 4.5.2.4 The Architect/Engineer shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Architect/Engineer to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.
- 4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the specific elements that will qualify for LEED points. Specific areas, items, and elements that contribute to the Owner-required LEED level shall be listed, keyed, or otherwise highlighted for review purposes.
- 4.5.2.6 To the extent authorized by Service Order, the Architect/Engineer shall participate in a follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.
- 4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete

Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.

4.5.3 Phase 3C, 100% Complete Contract Documents

4.5.3.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

1. The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for

Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the specific elements for LEED points that are required by the technical specifications to meet the necessary criteria. The Project LEED points estimate shall be updated to reflect the Project's Phase 3B refinements to meet or exceed the top three (3) points in the specified LEED certification category.

4.6 PHASE 3D, BID DOCUMENTS

4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 3D, and identifying the rejection of those comments not to be incorporated as approved by the Owner.

4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back-check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.

4.6.1.2 The Architect/Engineer shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.

4.6.2 Upon final approval of the back-checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

4.6.3 Project registration with GBCI for certification shall be undertaken or updated, as appropriate.

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service

Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.

- 4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current Owner bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.
- 4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.
- 4.7.4 The Architect/Engineer shall: prepare three (3) sets of Contract Documents in hardcopy format, and two (2) sets in a commercially available software, editable electronic format (CD's, DVD's), conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.
- 4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:
1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or
 2. Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or
 3. Suspend or abandon the Project or any components of the Work included in the Contract Documents.
- 4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare, and transmit to the Owner six (6) sets of the bidding and Contract Documents, complete with all addenda, forms, and affidavits required by the Contract Documents.

4.8 PHASE 5 - WORK RELATED SERVICES

- 4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Work-Related Services will begin upon receipt of a Service Order. The Work-Related Services will end when the final request for payment from the Contractor has been approved by the Owner, the Architect/Engineer has submitted its Report of Contract Completion, and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.
- 4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer, including Sub-Consultant(s), intends to use during the Work Related Services for review by the Owner for adequate staffing.
- 4.8.3 The Architect/Engineer shall submit or otherwise affirm that it has submitted all necessary and requested data to GBCI for the attainment of the LEED certification category requested by the Owner.
- 4.8.4 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.
- 4.8.5 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Special Provisions of this Agreement, Service Order and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and in order to respond to non-routine situations that call for the

Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.

4.8.6 The A/E shall review and certify the amounts due the Contractor and issue Certificates for Payment in such amounts. The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance with Contract Documents. The foregoing representations are subject to minor deviations from the contract documents correctable prior to completion and to specific qualifications indicated by the A/E. Such certification shall be based on the A/E's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;
2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed;
3. The results of any subsequent test required by the Contract Documents;
4. The review of as-built drawings to determine completeness and accuracy up to the date of the pay request;
5. Any specific qualifications stated in the request for payment;
6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work;
7. Compliance with all LEED required activities. The review of the Contractor's LEED Certification Plan for compliance regarding inventory and receipt of action documentation, including but not limited to, construction waste management, use of reduced impact materials, temporary storage of recyclables and discarded items, refrigerants, etc., necessary to attain maximum possible LEED certification points, up to the date of the pay request.

4.8.7 The Architect/Engineer shall assist the Project Manager, the Field Representative, 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 including, but not limited to, change orders, work orders and potential work orders.

- 4.8.8 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.
- 4.8.9 The Architect/Engineer shall provide general consultation and advice, interpret the Plans Specifications, and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.
- 4.8.10 The Architect/Engineer shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

Should the Architect/Engineer fail to perform these services within the time frames specified in the Contract Documents or, if no time frames are specified, in a timely manner so that such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay including, but not limited to, damages related to delays and inefficiencies incurred by the Contractor for which the Owner may be responsible.

- 4.8.11 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. If the need to revise Plans, specifications and other Contract Documents and/or to review Change Orders, Work Orders, Bulletins, and other documentation is a result directly or indirectly of errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-consultants, then such work shall be provided by the Architect/Engineer at no additional cost to the Owner.

- 4.8.12 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.8.12.1 Inspections for Substantial Completion for all or a portion of the Work:
The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative, to determine initial Punch List items and to ensure that all mechanical/electrical/plumbing systems have been commissioned in accordance with the requirements of the Contract Documents. The

Architect/Engineer shall re-inspect the work with the Field Representative as many times thereafter as is needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

1. Defects observed in the Work 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).

4.8.12.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.

4.8.12.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days or such other time as may otherwise be approved by the Owner, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

4.8.12.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

4.8.12.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance within the time parameters specified herein, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.

4.8.12.6 Retainage for Uncompleted Work: The Architect/Engineer shall review

and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.

4.8.12.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.

4.8.13 The Architect/Engineer's Services after Final Acceptance shall include, but not be limited to, the following:

4.8.13.1 The Architect/Engineer shall furnish to the Owner at the Architect/Engineer's expense a final, complete, and fully updated record set of documents. The record 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; or

C. Building Information Modeling (BIM) – To the extent authorized by Service Order, the A/E shall employ the use of BIM technology utilizing Autodesk Revit software.

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.

- 4.8.13.2 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 Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.
- 4.8.13.3 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary, and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.
- 4.8.13.4 To the extent authorized by Service Order, the Architect/Engineer shall inspect the entire Project thirty (30) days prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer's report shall be complete with specific recommendations covering any portion of the Work to be repaired or replaced.
- 4.8.13.5 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.
- 4.8.13.6 LEED Certification Documents: The A/E shall furnish to the Owner copies of the LEED Certification Documents necessary to obtain the required LEED certification category. The format of the documentation shall be as required by the certifying body, and shall encompass such necessary design, material selection process, Plans and details Contractor's purchasing criteria, proof of purchase locations, site practice requirements and implementation documentation, and list(s) of qualifying elements. This material shall be organized, reviewed, and approved by the A/E as adequate in form and substance for submittal to the certifying body. The A/E shall also make the application to the certifying body for certification, for review and submittal to the certifying body.

4.9. MEETINGS AND REPORTS

- 4.9.1. Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such

information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.9.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

4.9.2.1 Status of Project LEED elements and requisite documentation shall be stated, along with recommendations to correct noted problems or deficiencies.

4.9.3. Partnering: the Owner has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt openly, with members of the design and construction team taking responsibility for timely and cost-conscious performance. The process will start with key participants of the Project team, including Architect/Engineer's personnel, attending a Partnering Meeting to establish terms of the partnering agreement. The meeting will enable the Project team to establish methods of issue/conflict resolution, delegate authority for decision making to the lowest possible level, and develop a continuous evaluation process. Follow-up meetings with the facilitator will be held as necessary during the construction to spur the Project's on-schedule completion.

ARTICLE 5

ADDITIONAL AND WORK-SITE SERVICES

- 5.1 **AUTHORIZATION:** Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.
- 5.2 **ADDITIONAL SERVICES:** Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
- 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 2.
- 5.2.3 Any Services after Owner's acceptance of Phase 2 documents by the Owner relative to future facilities, systems, and equipment but not intended to be included in the Contract Documents.
- 5.2.4 Services with respect to verification of Owner-supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.
- If any independent engineering, testing laboratory or surveyor is employed by the Architect/Engineer to perform any or all of the requested additional services, the Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the Owner.
- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

- 5.2.6 Meetings with federal and/or state grant providing agencies required to assist the Owner in obtaining grant funding for the Project.
- 5.2.7 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.
- 5.2.8 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.
- 5.2.9 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions, or ambiguities.
- 5.2.10 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.
- 5.2.11 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions, or ambiguities of the Architect/Engineer.
- 5.2.12 Environmental services beyond that which is required to verify Owner-supplied information or that is beyond the scope of the Basic Services herein.
- 5.2.13 Environmental Remediation engineering services. These services will be negotiated, authorized, and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.
- 5.2.14 Services required to participate in, or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.
- 5.2.15 Preparation of reports, which are not a requirement of Basic Services, and participation in meetings during construction, should the Owner elect not to take the option for Work-Site Services; provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer.
- 5.3 WORK-SITE SERVICES: At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of

the Architect/Engineer. The Work-Site Services shall be defined by Service Order, performed in accordance with the MDAD Construction Inspection Services Manual, and agreed to by the Architect/Engineer and the Owner.

The Architect/Engineer shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Architect/Engineer by the Contract Documents or through Service Order by direction of the Owner.

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

ARTICLE 6

REIMBURSABLE EXPENSES

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 Consultants team, when recommended by the Architect/Engineer, and approved by the Owner in writing, and when in the opinion of the Architect/Engineer, said Sub-consultant services are necessary of the accomplishment of the Services.
- 6.2 In the event the Architect/Engineer is assigned a project within the Customs area and the Architect/Engineer is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Architect/Engineer the cost of the premium for such bond, as substantiated by the invoice.
- 6.3 All printing and reproduction costs, in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.
- 6.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.
- 6.5 Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.
- 6.6 Building Information Modeling (BIM) software license fees for license obtained under the Owner's name will be reimbursed.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 7.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Architect/Engineer shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Architect/Engineer shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. 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 Architect/Engineer 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 Architect/Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Architect/Engineer shall assign responsibility to one of its officials to develop procedures that will ensure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

- 7.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** The Architect/Engineer, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking 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 Architect/Engineer; (2) that the Architect/Engineer 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 Architect/Engineer shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Architect/Engineer shall obligate their sub-consultants to the same nondiscrimination requirements imposed on the Architect/Engineer 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 Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises and Services above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Architect/Engineer fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.
- 7.4 **NONDISCRIMINATION:** During the performance of this Agreement, the Architect/Engineer agrees as follows: The Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The Architect/Engineer shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Architect/Engineer books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Architect/Engineer may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Architect/Engineer will include Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises and Services of this Article in Architect/Engineer sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of

Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

The Architect/Engineer shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Architect/Engineer becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Architect/Engineer may request the United States to enter into such litigation to protect the interests of the United States.

7.5 **DISABILITY NONDISCRIMINATION AFFIDAVIT:** By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Architect/Engineer attests that 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 Architect/Engineer or any owner, subsidiary or other firm affiliated with or related to the Architect/Engineer is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Architect/Engineer submits a false affidavit pursuant to this Resolution or the Architect/Engineer violated the Act or the Resolution during the term of this Contract, even if the Architect/Engineer was not in violation at the time it submitted its affidavit.

7.6 **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY:**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: [sponsor must insert established goal]

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [sponsor must insert state, county, and city].

7.7 **CONTRACT MEASURES:** The Consultant is required under this Agreement to achieve a Disadvantaged Business Enterprise (DBE) Goal in accordance with the Contract Measures applied to this Project as shown in the "Special Provisions" of this Agreement and the attached Contract Participation Form, DBE Utilization Form and Letters of Intent (Exhibit 5) as presented in the Consultant's Proposal for the Project.

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

ARTICLE 8

COMPENSATION FOR SERVICES

The Owner agrees to pay to the Architect/Engineer and the Architect/Engineer agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Architect/Engineer for work performed without a Service Order.

All allocations of money between Basic, Work-Site, Work-Related, and Additional services are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. No payment will be made to the Architect/Engineer for work performed without a Service Order. The Architect/Engineer agrees that all such services can be provided within the awarded amount of this Agreement.

8.1 COMPENSATION FOR SERVICES:

Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Basic Services, Work Site, Work-Related and Additional Services and Reimbursable Expenses performed shall be the Fixed Lump Sum amount of THREE MILLION DOLLARS (\$3,000,000.00) and shall be disbursed as reflected herein.

8.2 PAYMENT FOR SERVICES: The fee for Services to be provided under each service Order, will be computed by one of the following methods as mutually agreed to by the Owner and the Architect/Engineer:

Fixed Lump Sum

Multiple of Direct Salaries

8.2.1 Fixed Lump Sum: Under this compensation basis, the Architect/Engineer agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

8.2.2 Multiple of Direct Salaries: Under this compensation basis, the Architect/Engineer is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. 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.

8.2.3 The Fee to the Architect/Engineer based on a Multiple of Direct Salaries shall be determined as follows:

8.2.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of Two Hundred Twenty-Five Dollars (\$225.00) per hour.

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

Upon mutual agreement between the Owner and the Architect/Engineer, the Principals identified in Exhibit 2 - "Principals of the Architect/Engineer", may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

8.2.3.1.1 Compensation for all other personnel performing Services shall be a multiple of 2.8 times Direct Salaries. The maximum rate of compensation for office personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Registered Architect	\$180.00
Senior Project Manager	\$180.00
Project Manager	\$174.00
Assistant Project Manager	\$140.00
Designer / Project Coordinator	\$134.00
Professional Engineer	\$180.00
Senior Engineer	\$162.00
Staff Engineer	\$125.00
CADD / Technician	\$100.00
Clerical / Administrative	\$85.00

The maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed One Hundred Eighty-Two Dollars (\$182.00) per hour. The Owner reserves the right to adjust the maximum rate.

8.2.3.2 In the event the Owner authorizes the Architect/Engineer to perform Work Site Services, compensation shall be at a multiple of 2.3 times the Direct Salaries. The maximum rate of compensation for field

personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Senior Field Representative	\$161.00
Assistant Field Representative	\$126.00
Inspectors	\$94.00
Clerical / Administrative	\$69.00

The maximum rate of compensation for all other field personnel, not listed above, including the multiple of Direct Salaries shall not exceed One Hundred Fifty-Five Dollars (\$155.00) per hour. The Owner reserves the right to adjust the maximum rate.

8.2.3.3 Compensation for authorized overtime services must be approved in writing by the Owner prior to incurring overtime charges. Employees that are salaried are not required to be paid at time and one half for work over 40 hours. The following formula will be utilized for calculating overtime for salaried employees: Forty (40) hours multiplied by the base pay rate (\$) multiplied by the appropriate multiple (M); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate (\$) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate, the following formula will be utilized for calculating overtime: Hours Worked Beyond Forty (40) Hours during Week (Hrs) multiplied by the premium pay rate (\$*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

$$(40 * \$ * M) + (Hrs * \$ * 1.5 * 1.1)$$

EXAMPLE

Hours worked during week = 50 Pay

rate = \$30/hr.

Multiplier = 2.65

$$(40 * 30 * 2.65) + (10 * 30 * 1.1) = 3180 + 330 = \$3510 \text{ or}$$

EXAMPLE

Hours worked during week = 50 Pay

rate = \$30/hr.
Multiplier = 2.65

$$(40*30*2.65)+(10*30*1.5*1.1) = 3180+495 = \$3675$$

- 8.2.3.4 Architect/Engineer shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time to travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.
- 8.2.3.5 When Services are authorized as a Multiple of Direct Salaries, the Architect/Engineer shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.
- 8.2.4 The Architect/Engineer shall not be entitled to compensation for Phases 3A through 4 (30% Contract Documents through Bidding) for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.
- 8.2.5 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.
- 8.2.6 Payments of the Work Related Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall be determined by increasing the Construction Contract Time for completion of all work for this project, as stated in the Service Order in calendar days, by twenty percent (20%) then dividing the calculated number of days by 30 days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid.
- 8.2.6.1 In the event that Prolonged Period of Contract Administration, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Contract Administration shall be the same amount as the monthly installment payments for Work Related Services. Payments for Prolonged Period of Contract Administration shall begin once the original contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.

- 8.3 **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.
- 8.4 **INVOICES AND METHODS OF PAYMENT:** The Architect/Engineer shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content, and submittal date of the invoice shall be as specified by the Project Manager. The Architect/Engineer shall meet monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager. Subsequent to the monthly DSCMP meeting, the Architect/Engineer shall submit its invoice for those services to the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Architect/Engineer in writing, specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Architect/Engineer and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.
- 8.5 **PAYMENT TO SUB-CONSULTANTS:** All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Architect/Engineer to the Owner. The Architect/Engineer shall not submit invoices 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 Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.
- 8.6 **SUBCONTRACTORS PAYMENT REPORT:** In accordance with Section 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the

Consultant/Contractor shall submit to the County via its web based system all subconsultants/subcontractors used in the work, the amount of each subcontract, and the amount paid to each subconsultant/subcontractor. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.

- 8.7 CONSEQUENCE FOR NON-PERFORMANCE: Should the Architect/Engineer fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay.
- 8.8 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:
In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:
- 8.8.1 Payment for Services completed and approved prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination, or suspension, for which payment has not yet been made to the Architect/Engineer by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred
- 8.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination, or suspension, the Architect/Engineer shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Architect/Engineer for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.
- 8.8.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated, or suspended Project Elements in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated, or suspended Project Elements.
- 8.8.4 No payment shall be made by the Owner to the Architect/Engineer for loss of anticipated profit(s) from any abandoned, terminated, or suspended Project Elements.

- 8.9 **MAXIMUM PAYABLE ALLOWANCE ACCOUNT:** The aggregate sum of all payments to the Architect/Engineer for Allowance Account Services payable on this Project shall not exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**. Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.
- 8.10 **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 **EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$8,250.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.
- 8.11 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** The Total Authorized Amount for this Agreement is **THREE MILLION THREE HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,308,250.00)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

ARTICLE 9

SPECIAL PROVISIONS

- 9.1 At any time during the term of this Agreement Owner can require the Architect/Engineer 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 Architect/Engineer in accordance with Article 6 "Reimbursable Expenses" of this Agreement.
- 9.2 Pursuant to Article 2.1, the Architect/Engineer shall be furnished with the following documents, or access thereto, as referenced in Basic Services: Design Guidelines Manual, Design Deliverables Requirements Manual, Construction Inspection Manual,
- 9.3 Pursuant to Article 3.28, the Architect/Engineer shall meet the LEED certification category indicated in the Service Order.
- 9.4 The Architect/Engineer shall consider future impacts of sea level rise that may be addressed during considerations.
- 9.5 Pursuant to Article 4.2, the Architect/Engineer shall submit, for each Service Order, a DSCMP in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each applicable phase:
- Phase 1A Program Verification
 - Phase 1B Preparation of Schematic Design Documents
 - Phase 2 Design Development
 - Phase 3A 30% Complete Contract Documents
 - Phase 3B 75% Complete Contract Documents
 - Phase 3C 100% Complete Contract Documents
 - Phase 3D Bid Documents
- 9.6 Pursuant to Article 4.2.1, the Architect/Engineer shall furnish or cause to be furnished architectural services; engineering services, including all civil, structural, electrical, mechanical, plumbing, HVAC, and fire protection; interior design; signage and graphics; maintenance of traffic; safety plans; lighting; communications; industrial design; baggage conveyors; simulation and Building Information Modeling (BIM).
- 9.7 The A/E shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.
- 9.8 Pursuant to Article 7.7, the contract measures for this Agreement is:
- Disadvantaged Business Enterprise (DBE) 40% Goal
- 9.8 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract

is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.

9.9 ORGANIZATIONAL CONFLICT OF INTEREST:

1. Policy

It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Terminal Optimization Program ("the Program") and to protect the business interests of the County, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2. Definitions

Organizational conflict of interest situation in which the Architect/Engineer : (a) under this Agreement, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the Architect/Engineer has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the Architect/Engineer may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on this Agreement that puts the consultant in a position to influence the result of the solicitation.

Affiliates: business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Sub-consultants: firms under contract with the Architect/Engineer under this Agreement.

3. Certification of no organizational conflict of interest

The Architect/Engineer: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Architect/Engineer's certification to the County that the Architect/Engineer or its subconsultants do not have knowledge of any organizational conflicts of interest that exists in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement and the Architect/Engineer may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the Architect/Engineer to execute an express written certification that after diligent inquiry the Architect/Engineer does not have knowledge of any organizational conflict of interest. The County may also require the Architect/Engineer to set forth in writing the scope of the inquiry conducted to make the express certification. Failure

to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the Architect/Engineer or its subcontractors from award of other County professional service agreements.

4. Identification of organizational conflict of interest

The Architect/Engineer and its subconsultants shall be obligated to disclose to the County any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or his designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall be simultaneously reported to the Office of the Inspector General (OIG) and the Commission on Ethics and Public Trust (COE). The Architect/Engineer /subconsultants' failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the Agreement. In addition, in any subsequent solicitation for professional services for which the Architect/Engineer or its subconsultants compete for award, the Architect/Engineer and/or its subconsultants shall identify and address any potential organizational conflict of interest as between that solicitation and this Agreement or the work hereunder, particularly in those instances where the Architect/Engineer offers to use the same sub-consultants which may be primes or sub-consultants in other Program contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

5. Addressing organizational conflicts of interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or his designee, shall make the decision of how to address an organizational conflict of interest. The Executive Director of the Commission on Ethics or his designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted Architect/Engineer perform the Agreement. The County shall balance risks created

by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the Architect/Engineer, and shall be made in the County's sole and complete discretion.

6. Measures to address organizational conflicts of interest

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director of MDAD and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Architect/Engineer and/or its sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Architect/Engineers or subconsultant or the specific personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Architect/Engineer and sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring sub-consultants who are conflict free to perform identified areas of work, (h) requiring the Architect/Engineer or its sub-consultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

7. Documentation and evaluation

The Director of MDAD will set forth in the Agreement file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and the COE.

8. Organizational conflicts of interest which are not remedied

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, the County may require that the Architect/Engineer cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the Architect/Engineer being in breach of this Agreement. In addition, the County may without penalty decline to award future professional service agreements or other contracts to the Architect/Engineer or its subconsultants if the award of such agreement or conflict with result in a conflict which cannot be remedied.

9.10 ACCESS TO RECORDS AND REPORTS: The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant

agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

- 9.11 GENERAL CIVIL RIGHTS PROVISIONS: The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

9.12 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

1. Overtime Requirements

No Consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or sub-consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Sub-consultants

The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the sub-consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs 1 through 4 of this section.

- 9.13 **CLEAN AIR AND WATER POLLUTION CONTROL:** Consultant and sub-consultant agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant and sub-consultant agree to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant and sub-consultant must include this requirement in all subcontracts that exceeds \$150,000.

Consultant and sub-consultant agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

9.14 **CIVIL RIGHTS TITLE VI ASSURANCES:**

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts/Sub consultants, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract/sub consultant or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In

addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

9.15 TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-

discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

9.16 **FEDERAL FAIR LABOR STANDARDS ACT:** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9.17 **ENERGY CONSERVATION REQUIREMENTS:** Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

9.18 **TRADE RESTRICTION CERTIFICATION:** By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Consultant must provide immediate written notice to the Owner if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or;

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or;

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Aviation Administration.

9.19 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: By submitting a bid/proposal under this solicitation, the bidder or Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9.20 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT: The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered

transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension Consultant, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

9.21 **VETERAN'S PREFERENCE:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

9.22 **DISTRACTED DRIVING:** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

9.23 **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- 9.24 **DISADVANTAGED BUSINESS ENTERPRISES: Contract Assurance** - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than days stated in Sub-article 3.25, Prompt Payment from the receipt of each payment the Consultant receives from Owner. The Consultant agrees further to return retainage payments to each subcontractor within days stated in Sub-article 3.25, after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

- 9.25 **CERTIFICATION REGARDING LOBBYING:** The Proposer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9.26 **TITLE VI SOLICITATION NOTICE:** MDAD, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 9.27 **COPELAND "ANTI-KICKBACK" ACT:** Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.
- 9.28 **EQUAL OPPORTUNITY CLAUSE:** During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order 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, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Required Contract Provisions Issued on January 29, 2016 Page 45 AIP Grants and Obligated Sponsors Airports (ARP) administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.29 The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, A/E shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the A/E's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to A/E, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, A/E shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the A/E shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized

costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the A/E does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

EXHIBIT 1

NOT USED

EXHIBIT 2

PRINCIPALS OF THE ARCHITECT/ENGINEER



EXHIBIT 2 – PRINCIPALS

Contract E16-MDAD-02B

No.	Principal
1	Christine Norton
2	Robin Baughman
3	Abdel F. Martel, PMP
4	Lori Rosenthal, PE, LEED AP
5	Scott Hinrichs, PE
6	Robert Betancourt, PE
7	Mel Garcia, PE
8	Jose Mesa

EXHIBIT 3

CRITICAL PERSONNEL

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EXHIBIT 3 – CRITICAL PERSONNEL

Contract E16-MDAD-02B

Additional staff members will be assigned as necessary to assure
successful execution of this contract.

No.	Personnel	Professional Discipline
1	Christine Norton	BHS Consultant / BHS Engineering
2	Jason McConnell	BHS Consultant / BHS Engineering
3	James Chavez	BHS Consultant / BHS Engineering
4	John Boede	BHS Consultant / BHS Engineering
5	Abdel F. Martel, PMP	Architecture
6	Eddie A. Alvarado, RA NCARB	Architecture
7	Lori Rosenthal, PE, LEED AP	Mechanical, Electrical, Structural Engineering
8	José Lizasoain, PE, CxA	Mechanical, Electrical, Structural Engineering
9	Bill Gnan, PE, RCDD, CEM, GBE	Mechanical, Electrical, Structural Engineering
10	Scott Hinrichs, PE	Mechanical, Electrical, Structural Engineering
11	Nelson Orgiz, PE	Mechanical, Electrical, Structural Engineering
12	Benjamin De Zayas, PE	Electrical, Mechanical Engineering
13	Yoel Puentes	Electrical, Mechanical Engineering
14	Jose Mesa	Building Information Modeling

EXHIBIT 4

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PROVISIONS, WORKSHEET, EXECUTED DBE UTILIZATION FORM/LETTER OF INTENT, EXECUTED CONTRACT PARTICIPATION FORM, AND BIDDER AND SUBCONTRACTOR INFORMATION



Small Business Development Division Project Worksheet

Project/Contract Title: **BAGGAGE HANDLING SYSTEMS SERVICES** Received Date: **06/06/2016**
 Project/Contract No: **E16-MDAD-02** Funding Source: **AIRPORT IMPROVEMENT POOL**
 Department: **AVIATION**
 Estimated Cost of Project/Bid: **\$9,000,000.00** Resubmittal Date(s): **01/27/2017**
06/06/2017
06/08/2017
02/15/2018
04/12/2018

Description of Project/Bid: The project involves design and evaluation of new and existing baggage handling systems at South, Central and North Terminals including replacement, repair and modifications of existing equipment, utilities, programming, connections to existing systems, TSA and functional testing. It is preferred that the prime consultant have a cumulative (3) years experience within the last (20) years designing and modifying baggage systems at large hub US airports with similar baggage handling systems as those existing at MIA. The selected prime awarded a Professional Services Agreement under ISD Project No. E16-MDAD-02, Terminal Optimization Program (TOP) Project Support Services will be provided from participating on this project.

Measure Goal	Program DBE	Goal Percent
		20.00%

The Miami Dade County Aviation Department submitted a Project Work Sheet for project #E16-MDAD-02 indicating 20% DBE Goal to be appropriate for the following Technical Categories: General Mechanical Engineering at 5%, General Electrical Engineering at 5% and Engineering Construction Management at 10%.

This project will award Three (3) Professional Service Agreements (PSA) valued at Three million dollars (\$3,000,000.00) for an estimated total project amount of Nine million dollars (\$9,000,000.00).

Technical Category: 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1700-Engineering Construction Management

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	DBE	\$450,000.00	5.00%	
ENGINEERING CONSTRUCTION MANAGEMENT	DBE	\$450,000.00	5.00%	
GENERAL ELECTRICAL ENGINEERING	DBE	\$900,000.00	10.00%	
Total		\$1,800,000.00	20.00%	

Living Wages: YES NO
 Responsible Wages: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

Tier 1 Set Aside _____ Tier 2 Set Aside _____
 Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal 20% Bid Preference: _____
 No Measure _____ Deferred _____ Selection Factor _____
 CWP _____
 _____ County Mayor/Designee _____ Date 4/20/18



EXHIBIT A - REVISED 9/2/2014

DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

- The bidder/offeree is committed to a minimum of 40 % DBE utilization in this Contract.
- The bidder/offeree (if unable to meet the DBE goal of _____ % is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offeree's firm: Vic Thompson Company

Address: 3751 New York Avenue, Suite 140

City: Arlington State: TX Zip: 76014

Telephone: 817-557-5600

State Registration No. F11000001336

By: Christine H. Norton Title: CEO
(Signature)

Christine H. Norton Date: 9/27/18
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Vic Thompson Company

Address: 3751 New York Avenue, Suite 140

City: Arlington State: TX Zip: 76014

Telephone: 817-557-5600

Description of work to be performed by DBE firm: Prime BHS Consultant / BHS engineering

The bidder/offeree is committed to utilizing the above named DBE firm for the work described above. The estimated ~~percentage~~ value of this work is 40 %

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent value as stated above.

By: Robin E. Saulman President
(Signature) (Title)

If the bidder/offeree does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms
www.vic.us.com // 134

EXHIBIT B ~~REVISED~~ 09/20/2014



MIAMI-DADE AVIATION DEPARTMENT (MDAD)
 DISADVANTAGED BUSINESS ENTERPRISE (DBE)
 CONTRACT PARTICIPATION FORM

Check One: Original Revised Date: 9/27/2018 Contract No.: ISD Project No. E18-MDAD-02

Name of Offeror: Vic Thompson Company Project Name: Baggage Handling Systems Services

Original Percent Contracted DBE Participation: 40 %

The Offeror shall submit the Contract Participation Form to the Contracting Officer with the offer. Please attach additional sheets if needed.

1	2	3	4	5	6	7	8	9	10
LIST ALL FIRST TIME DBE FIRMS PARTICIPATING IN THIS CONTRACT. Identify whether firms are S, B, H, SP, MF (see in text definition)	FEDERAL TAX ID (also known as Employer Identification Number plus digit number)	ADDRESS (Number, Street, City, State, Zip)	DESCRIBE TYPE OF WORK (Electrical, Painting, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Item Number if Applicable, Quantity, Unit Price	DBE Participation Percent					
Vic Thompson Company	75-2721229	3751 New York Ave #140, Arlington, TX 76014	Prime BHS Consultant / BHS Engineering	40%					
TOTAL OFFERED PERCENT:				40%					

I, Christine H. Norton, fully authorized representative of Vic Thompson Company, certify that the above information is true and correct.
 Signature: Christine H. Norton Date: 9/27/2018

TYPE OF FIRM: S = Subcontractor, B = Broker, Agent, Packager, H = Hauler, SP = Stocking Supplier/Distributor, MFG = Manufacturer (for statistical purposes and program analysis.)
 www.ytcs.com // 315



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: E16-MDAD-02

Date: September 27, 2018

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (check applicable Box)
Vic Thompson Company	3761 New York Ave, Suite 140 Arlington, TX 76014	<input checked="" type="checkbox"/> DBE <input type="checkbox"/> non-DBE	24 Yrs	PRIME and SUBCONTRACTOR: 437 Aviation Systems - Engineering Design; 1200 General Mechanical Engineering; 1300 General Electrical Engineering; 1700 Engineering Construction Management	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input checked="" type="checkbox"/> \$5 Million and above
Gartek Engineering Corp.	7210 SW 39 Terrace Miami, FL 33185	<input type="checkbox"/> DBE <input checked="" type="checkbox"/> non-DBE	38 Yrs	ELECTRICAL, MECHANICAL ENGINEERING (electrical Lead) 401 Aviation Systems - Engineering Design; 1200 General Mechanical Engineering; 1300 General Electrical Engineering; 1700 Engineering Construction Management	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input checked="" type="checkbox"/> \$2 Million - \$5 Million <input type="checkbox"/> \$5 Million and above
GRAEF-USA Inc.	9400 South-Dadland Blvd, Suite 801 Miami, FL 33198	<input type="checkbox"/> DBE <input checked="" type="checkbox"/> non-DBE	57 Yrs	MECHANICAL, ELECTRICAL, STRUCTURAL, CIVIL ENGINEERING (mechanical Lead) 401 Aviation Systems - Engineering Design; 1100 General Structural Engineering; 1200 General Mechanical Engineering; 1300 General Electrical Engineering; 1700 Engineering Construction Management	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input checked="" type="checkbox"/> \$5 Million and above

Attach additional sheets as necessary



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: E16-MDAD-02

Date: September 27, 2018

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors qualifying on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (check applicable box)	Age of firm	Type(s) of Work	Annual Gross Receipts (check applicable box)
MOBIO Architectures Inc.	6303 Blue Lagoon Drive Suite 310 Miami, FL 33126	<input type="checkbox"/> DBE <input checked="" type="checkbox"/> non-DBE	8 Yrs	ARCHITECTURE 402 Aviation Systems - Architectural Design 1400 Architecture 1600 Architectural Construction Management	<input type="checkbox"/> Less than \$500,000 <input checked="" type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input type="checkbox"/> \$5 Million and above
Digital Building Services Inc.	11250 SW 30th Street Miami, FL 33165	<input type="checkbox"/> DBE <input checked="" type="checkbox"/> non-DBE	2 Yrs	BUILDING INFORMATION MODELING (BIM)	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input type="checkbox"/> \$5 Million and above
		<input type="checkbox"/> DBE <input type="checkbox"/> non-DBE			<input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input type="checkbox"/> \$5 Million and above

Revised 01/10/2013

Attach additional sheets as necessary

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SPECIAL PROVISION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISION PROPOSER

Disadvantaged Business Enterprise (DBE) participation goals are applicable to airport construction and design contracts that receive federal Airport Improvement Program (AIP) grants. The contract to be awarded under this solicitation is subject to the DBE Program requirements described below.

01 OBLIGATIONS

(a) *The Proposer, Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Proposer shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contract. The MDAD DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. The MDAD may impose sanctions to Proposers who fail to carry out the terms of this Provision as provided under Part 26.*

(b) Each sub-contract the prime Proposer signs with a Sub-contractor must include the following assurance:

"The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedies as the MDAD deems appropriate."

02 ELIGIBILITY

To be eligible for participation in a Federally-assisted contract as a DBE, a company must be a business organized for profit and must qualify as a Disadvantaged

Business Enterprise (DBE) under 49 CFR Part 26. The definition of a DBE is provided in Special Provision (SP) (07)(A).

The apparent successful proposer who claims DBE status, and all of its Sub-contractors claiming DBE status, must be certified by the Florida Unified Certification Program (FLUCP) prior to Bid Submittal and are subject to a thorough investigation to establish status as a DBE, in accordance with the criteria specified in SP (07)(A) and 49 CFR Part 26. All DBE firms shall keep their DBE certifications current throughout the life of the contract. If a DBE certified firm participating in this contract outgrows the small business size standard during the term of this contract, the firm will continue to be considered a DBE for purposes of calculating DBE participation for this contract until this contract expires. If a DBE certified firm participating in this contract becomes ineligible for DBE certification for any reason other than growth in its annual gross receipts during the term of this contract (e.g., the DBE is purchased by a large firm), the MDAD reserves the right to require the Proposer to substitute a certified DBE firm to perform the ineligible DBE's work under this contract.

Application for certification as a DBE may be obtained by contacting the Florida DOT Equal Opportunity Office located at FLUCP 605 Suwannee Street, MS 65 Tallahassee, Florida 32399-0450. Telephone (805) 414-4747, Fax: (805) 414-4879, or their Website: www.dot.state.fl.us/equalopportunityoffice. The Miami-Dade County, Internal Services Department, Small Business Development Division (SBD) is a certifying member of Florida Unified Certification Program (FLUCP) and can also be contacted for DBE certification. SBD is located at 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111 or Facsimile at (305) 375-3160, or visit their website at: www.co.miamidade.gov/sba/home.asp.

The Florida UCP updates the certification data every 24 hours and revises the database regularly. The database lists the firm's name, address, phone number, date of most recent certification, certifying agency and type of work the firm has been certified to perform.

03 DBE PARTICIPATION

- A. The DBE goal is listed in SP (03) (B) below. By signing the offer, proposer commits to make good faith efforts to achieve the DBE goal listed in SP (03)(B)(1) below, unless a waiver request meeting the requirements of SP(04) is submitted with the bid/offer. Failure to sign the offer or submit a waiver request with the offer will result in the offer being found to be in nonconformance with the RFP and rejected. The MDAD will treat all other matters of DBE participation (for example, whether the proposer has made a good faith effort to meet the DBE goal, the sufficiency of the submitted Contract Participation Form (Exhibit B), or whether a DBE for whom pre-award substitution is sought was proposed in good faith) as matters relating

to the proposer's responsibility that the MDAD may determine prior to award through communications with the proposer(s) in question.

B. The following DBE participation clauses apply to this solicitation:

1. The DBE goal for this solicitation is twenty (20.0%) percent of the total offer amount of the contract. The twenty (20.0%) percent DBE participation shall be computed as outlined in SP (03) (D). The Proposer shall promptly, using reasonable measures, all DBE firms participating in this contract, including itself if it is a DBE, to renew their DBE certifications and notify the MDAD Minority Affairs Division (MDAD-MA) immediately of any change in status that would affect their eligibility for DBE certification.
2. If the proposer is not a DBE, the DBE goal may be met by first tier subcontracts with DBEs.
3. No proposer that seeks to meet the DBE goal through subcontracting shall be considered to have met this goal unless the DBE Sub-contractor(s) is certified by the FL UCP as DBE and performs a commercially useful function as defined in SP (07)(F).
4. When modifications to the contract increase the total dollar value of the contract, the Proposer shall make best efforts under the circumstances to maintain the DBE participation of twenty (20.0%) percent, so that by completion of the contract, twenty (20.0%) percent of the total dollar value of the contract will have been performed by DBEs. The Proposer must submit a revised Contract Participation Form and Revised Utilization Form (s), or other documentation acceptable to the MDAD-MA, which reflects changes in the DBE participation associated with the modifications to the contract.
5. The MDAD discourages proposers and subs from the practice known as "shopping the contract" when such practice results in a disparate impact on Sub-contractors at any tier. Although proposers and subs are expected to provide the MDAD with the best value possible for the work performed, this expectation should not be construed to mean that the MDAD expects or condones any Sub-contractor, including DBEs, to perform work at an unreasonably low price.
6. The MDAD is committed to significant participation of minority and woman-owned business enterprises in this contract, and encourages proposers to meet the DBE participation goal with significant participation by minority owned businesses who qualify as DBEs.

C. Where subcontracting is proposed, the MDAD may evaluate the amount of work subcontracted, the industry practices involved, and any other relevant factors in determining whether the DBE is performing a commercially useful function, as defined in SP (07)(F). If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total value of its contract with its own work force, or the DBE subcontracts a greater portion of its work than would be expected on the basis of normal industry practice for the type of work involved, it may be presumed that the DBE is not performing a commercially useful function.

D. Computing DBE participation

Proposers shall apply the following rules to determine whether their DBE participation will meet the contract's DBE goal (SP (03) (B.)(1.)):

1. When a DBE participates in a contract, only the value of the work actually performed by the DBE can be counted toward the DBE goal.
2. A prime proposer who is an eligible DBE certified by the FL UCP can count the amount of its own participation in the contract towards the DBE goal, provided that it is performing a commercially useful function as defined in SP (07) (F). Subject to the conditions in SP (03)(D) (4-11) below, it can also count the total value of the work that other DBEs perform under a subcontract, provided that the DBE is performing a commercially useful function and is certified by the FL UCP.
3. Once a prime contract or subcontract has been awarded to a certified DBE, the DBE must remain certified until its work is complete on the project. The dollar value of work performed under this contract by a firm after it has ceased to be certified as a DBE, or if its certification lapses, will not be counted toward DBE participation.
4. The MDAD will not credit the participation of a DBE Sub-contractor toward the prime Proposer's DBE achievement until the amount being counted has been paid to the DBE.

The following subsections discuss the MDAD's approved methods of calculating DBE participation for certain types of subcontracts.

5. A non-DBE prime proposer who plans to subcontract work to DBE firm(s) may count toward its DBE goal only the total dollar value of first tier subcontracts that DBEs will self-perform, provided that:
 - a. Each first tier DBE Sub-contractor is an eligible Sub-contractor that has been certified as a DBE by the FL UCP; and

- b. Each first tier DBE Sub-contractor is performing a commercially useful function in the work of the contract as defined in SP (07)(F).

- 6. A non-DBE prime proposer who plans to obtain supplies or materials from a DBE manufacturer (i.e., a producer of goods from raw materials or one which substantially alters them before resale) may count towards its DBE goal the total dollar value of first tier DBE manufacturer subcontracts provided that:
 - a. The manufacturer has been certified as a DBE by the FL UCP; and
 - b. The DBE assumes the actual responsibility for directly manufacturing the materials or supplies.

- 7. A non-DBE prime proposer who plans to obtain supplies or materials from a DBE stocking distributor or stocking supplier may count towards its DBE goal sixty percent (60%) of the first tier DBE distributor and stocking supplier contracts provided that:
 - a. The stocking distributor or stocking supplier has been certified as a DBE by the FL UCP; and
 - b. The DBE assumes the actual responsibility for directly providing the materials or supplies.

- 8. A non-DBE prime proposer who plans to obtain materials or supplies from a DBE non-stocking supplier or distributor, (i.e., a DBE broker, agent, or packager) may count only the broker, agent or packager fee plus transportation cost (usually not more than five percent (5%) of the total value of the subcontract) toward its DBE goal provided that the DBE broker, agent or packager is certified as a DBE by the FL UCP.

- 9. A non-DBE prime proposer who plans to obtain the services of a DBE hauling/trucking firm may count towards its DBE goal:
 - a. The full value of the transportation services provided by the DBE, provided that the DBE hauling/trucking Sub-contractor is using trucks it owns, insures, and operates using drivers it employs, is performing a commercially useful function as defined in SP (07)(F)(2) and is certified as a DBE by the FL UCP under an appropriate North American Industry Classification System (NAICS) code. The DBE may also receive credit for the full value of the transportation services it provides using trucks leased from another DBE firm, including

an owner operator who is certified as a DBE. The DBE who leases trucks from a non-DBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

- b. The cost of materials/supplies may not be counted toward the total value of the hauling firm's subcontract unless the DBE hauling firm is also certified as a DBE stocking supplier or non-stocking supplier, and requirements in SP (03)(D)(7) or (8) are met. The total subcontract value, the hauling/trucking fee, and the materials price shall be listed on Exhibits B as separate line items.
10. A non-DBE prime proposer who plans to lease or rent equipment from a DBE equipment rental firm may count the total value of the rental/lease contract provided that:
- a. The DBE equipment rental firm is certified as a DBE by the FL UCP under an appropriate NAICS code; and,
 - b. the equipment is used for the performance of a distinct element of the contract work; and,
 - c. the rental/lease cost(s) are not in excess of industry standard rates for leased or rented equipment; and,
 - d. the DBE equipment rental firm must actually own or control the equipment and maintain a yard or other facility where such equipment is stored.

E. Proposer Conformance with DBE Requirements

1. Documents to Be Submitted with Bid/Offer Submission

- a. To be in conformance with this solicitation, the proposer is required to commit to meeting the DBE participation goal noted in SP (03) above. **The proposer's signature on this offer signifies its commitment to the goal.** If the proposer is unable to commit to all or any portion of the DBE goal, it must submit a DBE Goal Waiver Request Form (Exhibit D) in accordance with the requirements of SP (04) below with this offer to be in conformance with this solicitation.
- b. Contract Participation Form

All proposers (including those who are FL UCP certified DBEs who plan to count themselves to fulfill the DBE goal) shall submit a Contract Participation Form (Exhibit B) with their offers. Exhibit B is to list all firms that are participating in the contract and to provide all information required by the Exhibit. This form must be signed and dated by the prime Proposer's representative.

c. Bidder List

The Department of Transportation regulations under 49 CFR Part 26 require all proposers to identify all firms (DBEs and non-DBEs) who attempted to participate as Sub-contractors or suppliers on this federally assisted contract. All proposers shall complete the Bidder's List (Exhibit C), including all firms, both DBEs and non-DBEs, that quoted to Proposer on potential subcontracts and supplies for this contract.

d. Utilization Form (includes Letter of Intent)

The apparent successful proposer shall submit original signed Letters of Intent (Exhibit A) from each of the DBEs identified on the Contract Participation Form (Exhibit B) as those firms which will perform work to meet the DBE goal of this solicitation. Each DBE Utilization Form shall be completely filled out and signed by the DBE and co-signed by the proposer. A detailed description of the DBE's scope of work must be provided on Exhibit B.

Under this solicitation, the signed DBE Utilization Form represents intent by the DBE to perform the subcontract at the price stated on the Contract Participation Form (Exhibit B), if the offer is accepted by the MDAD without negotiation. However, if price negotiation occurs, the proposer shall submit to the MDAD a revised Exhibit B with its revised offer, and within three (3) business days after the Contracting Officer's request (Exhibit B). The proposer is not required to renegotiate prices with any DBEs identified on the initial Exhibit B; consequently, the revised Exhibit B submitted after negotiations between the MDAD and the proposer is not required to show any change to the original price agreed to by the DBE.

e. DBE Certification

1. All DBEs must be certified by the FL UCP as DBEs pursuant to 49 CFR Part 26 prior to Bid submittal.
2. All DBEs shall keep their DBE certifications current and shall immediately notify the MDAD if they become ineligible for DBE certification.
3. Failure to Submit Documents and Information

Failure to submit Contract Participation Form (Exhibit B), DBE Utilization Form/Letters of Intent (Exhibit A), Bidder's List (Exhibit C), DBE Goal Waiver Request Form (Exhibit D, if needed), and DBE Unavailability Certification (if needed) by a deadline of Bid Submittal or as specified by the Contracting Officer, may result in rejection of the bid/offer.

04 REQUEST FOR WAIVER

- A. If a proposer is unable to meet all or any part of the DBE participation goal, the proposer must submit a Request for Waiver (Exhibit D) of the goal with the offer. The Request for Waiver must demonstrate that the proposer has made a good faith effort to meet the DBE participation goal. The Request for Waiver must include a detailed report of the efforts employed by the proposer to meet the DBE goal, and such reporting must sufficiently satisfy the MDAD that the requested waiver is justified. If the MDAD is not satisfied that the requested waiver is justified, the proposer will be notified in writing that the good faith efforts were not met. The notification will provide the proposer an opportunity for an administrative reconsideration. The request for administrative reconsideration shall be postmarked not later than seven (7) days after the initial notification of denial of the waiver was received by the proposer. As part of this administrative reconsideration, the proposer will have an opportunity to provide written documentation and argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. If requested, the proposer will be provided an opportunity to meet with the reconsideration official prior to the issuance of a final decision. If the reconsideration official determines that good faith efforts were not made, the MDAD may reject the offer. The proposer will be notified of the reconsideration official's decision in writing. The decision is final and is not administratively appealable to the U.S. Department of Transportation. Note: A waiver of any portion of the DBE goal does not relieve the proposer of its responsibilities and requirements under SP (03)(E) concerning submission of the Contract Participation Form, DBE Utilization Form (including Letter(s) of Intent) and certification documents for the DBE participation that the proposer has proposed.

- B. The proposer's report supporting the waiver request shall include documentation to substantiate that good faith efforts were made. The Request for Waiver Procedure Form (Exhibit D) contains a sample list of the efforts that a proposer may make. This list is not intended to be exclusive or exhaustive.

The good faith efforts of an proposer shall be evaluated by the MDAD to determine whether the efforts to obtain DBE participation were those that a firm aggressively seeking Sub-contractors would take in the normal course of doing business; whether the steps taken had a reasonable probability of success; and whether based upon the size, scope and complexity of the subcontract, there were qualified DBE firms available and willing to accept the contract at a competitive price.

Efforts that are merely pro forma are not good faith efforts to meet the goal. Efforts to obtain DBE participation are considered pro forma, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation to meet the DBE goal. For example, advertising or bulk mailings, alone or together, are considered pro forma and not good faith efforts unless followed up with telephone calls and/or correspondence consistent with normal business practice. If the DBE provides an offer, reasonable efforts to negotiate must be demonstrated.

C. Documents Required for Good Faith Efforts Waiver

1. The Request for Waiver of the DBE goal, the Report of Good Faith Efforts, and all documentation of good faith efforts (Exhibit D) shall be submitted by a proposer with its offer by the bid/offer deadline. Failure to submit the Request for Waiver with the offer will cause the offer to be rejected as nonconforming to the solicitation.
2. DBE Unavailability Certificate Forms (Exhibit E) are to be used if the DBE contacted responded to the prime proposer and stated that it was unavailable for a specific reason. These forms, if applicable, shall be submitted with the Request for a Waiver (Exhibit D) of the goal.

- D. The MDAD's Minority Affairs office will assist proposers by identifying FL UCP certified DBE firms. Upon request, a directory of Local DBE firms will be provided for information only. The MDAD does not warrant or guarantee the performance capability of any firms listed therein. The Minority Affairs office may be contacted at (305) 876-7221, or at the following e-mail address: mcollins@miami-airport.com.

05 PREAWARD SUBSTITUTIONS

The MDAD expects Proposers to achieve DBE participation using the firm(s) specified on the Contract Participation Form (Exhibit B). On occasion it may be necessary to substitute other firms to achieve the DBE participation. No substitution may occur without the MDAD's prior written approval. The MDAD will approve a proposed substitution if it determines that the proposer has acted in good faith in attempting to meet the DBE participation achievement and if the MDAD concurs that the substitution is necessary. The following are some examples of when substitution may be necessary:

- A. Failure to qualify as a DBE, if the firm was proposed in good faith by the proposer.
- B. Death or physical disability, if the named DBE prime Proposer, DBE Sub-contractor, or DBE partner(s) of the joint venture is an individual.
- C. Dissolution, if a corporation or partnership.
- D. Bankruptcy.
- E. Inability to furnish the required performance and payment bond.
- F. Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- G. Failure or refusal to execute the subcontract in accordance with the terms of an offer negotiated with the Proposer, but only where the Contracting Officer can ascertain with reasonable certainty the terms of such offer. In the absence of any other factors, such a failure or refusal will be considered an unusual situation only if the successful proposer obtained an enforceable commitment from the Sub-contractor involved.
- H. Failure to comply with the terms and conditions of its subcontract agreement.
- I. Voluntary decision by the DBE to not participate on the project prior to signing the DBE Utilization Form (Exhibit A).
- J. The MDAD determines that a named DBE is unlikely to perform a commercially useful function or is unable to perform work of the nature and scope claimed for it and the MDAD finds that the proposer acted in good faith with respect to its decision to propose that DBE.

06 POST-AWARD COMPLIANCE

A. Compliance Reviews

1. The MDAD may conduct post-award compliance reviews to ensure that the named DBEs on the original or, as a result of contract modification, amended Contract Participation Form (Exhibit B), submitted to and accepted by the MDAD, perform the work as assigned, and at least at the agreed price that was identified on Exhibit B. Specifically, compliance reviews verify: (1) the participation of those DBE Sub-contractors identified on Exhibit B; (2) the scope of work for each DBE listed on Exhibit B; and, (3) at least at the agreed price identified for each DBE listed on Exhibit B. The MDAD may use the Monthly Utilization Form (Exhibit F), Project Site Review (Exhibit H), Affidavit of DBE Sub-contractor Payment (Exhibit G) or other appropriate information, to verify the participation of each DBE Sub-contractor identified on Exhibit B, as submitted by the prime Proposer. Delineated on these forms will be the activities of all first tier Sub-contractors, for the purpose of monitoring the progress of all phases of the contract. The Monthly Utilization Form will be submitted by the prime Proposer with every invoice submitted.
2. The MDAD is committed to equitable treatment and meaningful utilization of, and timely payment and return of retainage to, DBE Sub-contractors. All proposers are advised that the contract resulting from this solicitation will include the Sub-contractor payments and return of retainage clause that reflects the Regulatory prompt payment time period.

B. By accepting this contract, the Proposer agrees to the following requirements:

1. The Proposer shall promptly with reasonable measures all DBE firms participating in this contract to renew their DBE certifications and to notify the MDAD immediately of any change in status that would affect their eligibility for DBE certification.
2. The Proposer shall submit a revised Contract Participation Form and Revised Letter(s) of Intent, or other documentation acceptable to the MDAD, which reflects changes in the DBE participation associated with the modifications to the contract within three days of the Compliance Monitoring officer's request.
3. The Proposer shall submit a completed Monthly Utilization Form (Exhibit F) with each monthly invoice. Delineated on each Exhibit F will be the activities of all first tier Sub-contractors, for the purpose of monitoring the progress of all phases of the contract. The Proposer is responsible for the accuracy of all information reported. Lack of

inclusion of a completed Exhibit F with each monthly invoice may result in delay in payment.

4. The Proposer shall allow the MDAD access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information and accounting records, for the purpose of ascertaining whether the DBEs are performing the scheduled subcontract work and the Proposer is otherwise in compliance with the contract's DBE participation goals.
 5. The Proposer shall maintain DBE Sub-contractor records of all DBE subcontracting activities. These records shall include current DBE Sub-contractor logs, the MDAD's Monthly Utilization Form (Exhibit F) and evidence of payments to DBE Sub-contractors, including but not limited to, copies of canceled checks and paid invoices. These records must evidence compliance with the terms of the contract. Copies of these records will be available to the MDAD Project Manager or the (MDAD MA) Compliance Officer to review upon request. The Proposer shall document any changes in the DBE contract resulting from increases or decreases in contract value due to contract modifications or other changes, new DBE subcontracts, completion of existing DBE contracts or approved substitution of a DBE Sub-contractor.
 6. The Proposer shall maintain a detailed record of every non-compliance issue and corrective action taken. Examples of non-compliance issues are found below in SP (06)(C).
- C. The Proposer shall be found to be in non-compliance if the Proposer fails to fulfill the DBE participation commitment contained in the Contract Participation Form (Exhibit B) and DBE Utilization Form (Exhibit A). The following are examples of non-compliance:
1. The terms of a subcontract with a DBE do not agree with the Contract Participation Form and/or DBE Utilization Form.
 2. A firm other than the DBE listed on the Contract Participation Form (Exhibit B) is performing the subcontract work listed on Exhibit B, unless the substitution was authorized by the MDAD. The Monthly Utilization Form (Exhibit F) may be used by the MDAD to monitor the activities of DBEs and to identify incidence of non-compliance.
 3. The Proposer is purchasing the supplies or materials when the Proposer has represented to the MDAD that the DBE Sub-contractor will supply both the labor and supplies or materials for the subcontract.

4. The Proposer requires the DBE Sub-contractor to perform additional or different work than was agreed in the DBE Utilization Form (Exhibit A) and the formal contract between the prime Proposer and the DBE Sub-contractor, without additional compensation, and without filing a Revised DBE Utilization Form (Exhibit A) with the MDAD.
 5. The Proposer is paying the DBE Sub-contractor less than the agreed price of the subcontract as defined in the DBE Utilization Form (Exhibit A), or in the Revised DBE Utilization Form (Exhibit A) without cause.
 6. The Proposer is not paying the DBE Sub-contractor in accordance with the payment provisions of their subcontract.
 7. The Proposer fails to submit Monthly Utilization Form (Exhibit F) with his/her invoice submittal, and other documents requested for the purpose of conducting a post-award compliance review.
 8. The Proposer's payments to a DBE Sub-contractor do not meet the DBE dollar commitment made in the Contract Participation Form (Exhibit B).
 9. The Proposer fails to accurately report payments to DBE Sub-contractor(s) on the Monthly Utilization Form (Exhibit F).
 10. The DBE Sub-contractor enters into second tier subcontracts without written approval by the MDAD.
 11. The DBE Sub-contractor is not performing a commercially useful function as defined in SP (07)(F).
- D. If the Proposer is found to be in non-compliance, the MDAD may impose appropriate sanctions, (including, but not limited to, withholding of payments or termination of the contract in accordance with the DEFAULT clause) if corrective action acceptable to the MDAD is not taken within forty-eight (48) hours (or such other time period deemed appropriate by the Monitoring Officer) after notification by the MDAD Project Manager and Monitoring Officer.
- E. If a DBE listed on the Contract Participation Form (Exhibit B) is determined not to be performing a commercially useful function and it is determined by the MDAD that a misrepresentation was made by the DBE, the firm's DBE certification may be revoked. In such cases, the Proposer will be required to replace the DBE found to be ineligible with another eligible, certifiable DBE approved by the MDAD that will perform a commercially useful function.

- F. **Post Award Substitution:** The MDAD may permit the Proposer to make post-award DBE substitutions consistent with the principles established in SP (05) and (06).

Note: Prospective Proposer (s) must submit an executed DBE subcontract agreement as a condition of award of a contract.

07 DEFINITIONS

- A. "Disadvantaged Business Enterprise" (DBE) is defined as a for-profit small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation in which at least 51 percent of the stock of which is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States, and who is—

1. any individual that the FL UCP (or FL UCP certifying member) finds to be a socially and economically disadvantaged individual on a case-by-case basis. Each such individual must submit the Personal Net Worth Statement showing that his or her personal net worth does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria AND have average annual gross receipts not to exceed \$22.41 million (subject to inflation adjustment).
2. any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged, provided that the individual also submits the Certification of Social and Economic Disadvantage Eligibility and the Personal Net Worth Statement showing that his or her personal net worth does not exceed \$1.32 million.
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or

- other Spanish or Portuguese culture or origin, regardless of race;
- c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific American," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh; Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. Women;
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- B. The term "Sub-contractor" for purposes of Special Provision (SP), shall mean an individual or firm with which the proposer or Sub-contractor, proposes to enter into an agreement for the performance of work on the site or for the manufacture, fabrication, or supply of equipment or materials or services used in the construction of the project. The term "Sub-contractor" shall further refer only to first tier Sub-contractors (unless the contract also permits second tier contracting under extraneous circumstances).
- C. The term "Joint Venture" shall mean an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and/or knowledge.
- D. "Affiliates" Business concerns are affiliates of each other when either directly or indirectly, (1) one business concern controls or has the power to control the other, or (2) a third party or parties controls or has the power to control both. In determining whether business concerns are affiliated, consideration shall be given to all appropriate factors, including common ownership, common management, and contractual relationships. The provisions of 13 CFR Part 121 will be used to guide the MDAD in determining whether firms are affiliated.
- E. The MDAD is committed to achieving significant participation of minority and women-owned businesses in its contracting opportunities. To be considered a minority or women-owned business enterprise, the business concern must be at least 51 percent owned and controlled by one or more minority (African American, Hispanic American, Native American, Asian-Indian American,

Asian Pacific American) or female individuals. The firm's management and daily business operations must be controlled by one or more of the qualifying individuals who own it.

F. "Commercially Useful Function"

1. A DBE is considered to perform a commercially useful function when it:
 - a. is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved;
 - b. is responsible, with respect to materials and supplies used on the contract, for negotiating price, ordering materials, and installing (where applicable) and paying for the material itself; and
 - c. when the amount of work performed, when compared to industry practices, is commensurate with the amount the DBE is to be paid under the contract and the DBE credit claimed for its performance of the work. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total value of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it may be presumed that the DBE is not performing a commercially useful function.
2. The following factors should be used in determining whether a DBE trucking company is performing a commercially useful function:
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. If the DBE leases additional trucks, said lease agreements must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased trucks from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

INSERT EXHIBITS A - G HERE

DBE BID FORMS

- EXHIBIT A - DBE UTILIZATION FORM
- EXHIBIT B - DBE CONTRACT PARTICIPATION FORM
- EXHIBIT C - BIDDER'S LIST
- EXHIBIT D - REQUEST FOR WAIVER (If needed)
- EXHIBIT E - DBE UNAVAILABILITY CERTIFICATION (If needed)

DBE POST-AWARD FORMS

- EXHIBIT F - DBE MONTHLY UTILIZATION FORM
- EXHIBIT G - AFFIDAVIT OF DBE SUB-CONTRACTOR PAYMENT
- EXHIBIT H - PROJECT SITE REVIEW



EXHIBIT A – Revised 9/2/2014

DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

State Registration No. _____

By: _____ Title: _____
(Signature)

_____ Date: _____
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm: _____

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated percentage value of this work is ___%.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By: _____ (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

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**MIAMI-DADE AVIATION DEPARTMENT (MDAD)
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CONTRACT PARTICIPATION FORM**

Check One: Original Revised Date: _____ Contract No.: _____

Name of Offeror: _____ Project Name: _____

Original Percent Contracted DBE Participation: _____ %

The Offeror shall submit the Contract Participation Form to the Contracting Officer with the offer. Please attach additional sheets if needed.

LIST ALL FIRST TIER DBE FIRMS PARTICIPATING IN THIS CONTRACT Identify whether firms are S, B, H, SP, MF (see in next column).	TYPE OF FIRM	FEDERAL TAX ID (also known as Employer Identification Number) nine digit number.	ADDRESS (Number, Street, City, State, Zip)	DESCRIBE TYPE OF WORK (Electrical, Paving, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Item Number if Applicable, Quantity, Unit Price	DBE Participation Percent
EX: SAMPLE: Six Sigma Electrical Company	S	44-999888	4200 N.W. 35 th Street, Miami, FL 33102	Furnish and install electrical work	10%
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL OFFERED PERCENT:					

I, _____, a duly authorized representative of _____, certify that the above information is true and correct.
(type or print name) (name of firm)

Signature: _____ Date: _____

TYPE OF FIRM *
S = Subcontractor, B = Broker, Agent, Packager H = Hauler, SP = Stocking Supplier/Distributor, MFG = Manufacturer (for statistical purposes and program analysis.)

EXHIBIT C



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bld No.: _____ Date: _____

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
		<input type="checkbox"/> DBE <input type="checkbox"/> non-DBE			<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input type="checkbox"/> \$5 Million and above
		<input type="checkbox"/> DBE <input type="checkbox"/> non-DBE			<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input type="checkbox"/> \$5 Million and above
		<input type="checkbox"/> DBE <input type="checkbox"/> non-DBE			<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 Million <input type="checkbox"/> \$1 Million - \$2 Million <input type="checkbox"/> \$2 Million - \$5 Million <input type="checkbox"/> \$5 Million and above

Revised 01/10/2013

- Attach additional sheets as necessary



**DBE GOAL
WAIVER REQUEST FORM
PROCEDURE**

This procedure must be followed if a proposer/offeror cannot meet the DBE subcontracting requirement in part. The Request for Waiver must be submitted in writing with the proposal. The Request for Waiver must report and document the efforts made by the offeror to solicit DBEs for participation and clearly outline the offeror's reasons why no subcontracting opportunities exist. A waiver request must also demonstrate that there is an insufficient number of DBEs to provide adequate competition and reasonable prices. The provisions of the solicitation document must be reviewed by the offeror before submitting a request for a waiver.

A blanket statement that there are no DBE businesses to provide services or materials related to the proposal is inadequate. An explanation of how that conclusion was reached must be provided or the request will be determined to be pro forma and not in good faith.

Actions which may demonstrate a good faith effort on the part of the bidder include, but are not limited to the following:

1. Soliciting through all reasonable and available means (e.g. attendance at preproposal meetings scheduled by the authority, advertising and/or written notices in major circulation newspapers such as the local trade association publications, and disadvantaged and minority and women oriented media) the interest of all certified DBEs who have the capacity to perform the work of the contract. The offeror must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The offeror must determine with certainty if the DBES are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Negotiating in good faith with interested DBEs. It is the offeror's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone number of DBEs that were considered: a) a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and, b) evidence as to why additional agreements could not be reached for DBEs to perform the work.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the MDAD or the offeror.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
7. Negotiate in good faith with interested DBEs, and not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

REQUEST FOR WAIVER

_____ hereby requests a waiver of the required contract goals for the participation of DBEs as specified in solicitation number _____. All good faith efforts to identify potential DBEs as subcontractors have been made but we have been unable to obtain the required goals for the following reason(s):

(Authorized Representative)

(Date)

NOTE: All advertisements, telephone conversations and other documentation to support this statement should be attached.

Exhibit E



DBE UNAVAILABILITY CERTIFICATION

I, _____ of
(Name) (Title)

_____ of
(Offeror) (Date)

I contacted the following DBEs to obtain a quote for work items to be performed on Contract Number _____

<u>DBE (Name of Firm)</u>	<u>Work Items Sought</u>
_____	_____
_____	_____

To the best of my knowledge and belief, said DBEs were unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project or unable to prepare an offer or bid for the following reason(s):

(Signature)

(Date)

_____ was offered an opportunity to bid or make an offer on
(Name of DBE)
the above identified work on _____, by _____
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

(Signature of DBE)

(Title)

MONTHLY DBE UTILIZATION REPORT

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

REPORTING PERIOD		DBE PROJECT MEASURE	
FROM:	PROJECT NUMBER	PROJECTED START DATE	GOAL
TO:	PROJECT LOCATION		

PRIME CONTRACTOR	CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD	% COMPLETE TO DATE	COMPLETION DATE
NAME:						
ADDRESS:						
PHONE:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITIONED TO DATE: \$ _____

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

TOTAL AMOUNT PAID BY MDC: \$ _____

DATE REQUISITIONED: _____

DATE OF LAST Pmt. BY MDC: _____

Was last MDC pmt. within 14 days of Prime's completion?
 YES NO

DID LAST MDC Pmt. EQUAL REQUISITION AMOUNT?
 YES NO

IF "NO" PLEASE EXPLAIN: _____

NAME OF DBE	GOAL %	CONTRACT PERIOD START DATE	CONTRACT PERIOD END DATE	DESCRIPTION OF WORK	SIGNED CONTRACT AGREEMENT	CONTRACT AMOUNT	DISADVANTAGED BUSINESS ENTERPRISE (DBE) OPPORTUNITIES		DATE OF REQUISITION (FROM SUB)	AMOUNT REQUISITIONED TO DATE	LAST PAYMENT DATE	LAST PAYMENT DATE	When last pmt. within 14 days of MDC payment as per MDC?	PAID TO DATE
							REQUISITIONED THIS PERIOD	REQUISITIONED TO DATE						
TOTAL														

Executed by: _____ Sworn before me: This _____ Day of _____ 20 _____

Signature of Affiant _____ Notary Public

Printed Name of Affiant _____

Date _____

Revised 01/10/2013 EXHIBIT F

EXHIBIT G



Miami-Dade Aviation Department
Disadvantaged Business Enterprise (DBE) Program
Affidavit of DBE Subcontractor Payment

The Code of Federal Regulations 49, 26.37(b), requires the Miami-Dade Aviation Department (MDAD) to monitor and verify that work subcontracted to Disadvantaged Business Enterprise (DBE) firms is actually performed by the DBEs. Additionally, MDAD is required to report the DBE participation on each project. Therefore, it is MDAD's responsibility to discern whether payments are made to DBE firms. The following affidavit is to be completed and signed by the contractor within 15 days of the completion of the project. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

Payment Period: _____ Project No. _____

- Interim [] Interim affidavits must be submitted for each DBE firm at the end of each fiscal year for multi-year projects.
Final [] Final affidavits for each DBE firm must be submitted within 15 days of the completion of the project.

Prime Company Name _____

DBE Sub-Subcontractor _____ Payment _____
All amounts indicated must be cumulative

By signing below, the noted firms agree that the payment amounts recorded above are true and accurate as of the payment time period noted above. Furthermore, by signing, the noted firms attest to the fact that the DBE listed above has performed a "commercially useful function" and abided by all other requirements of the DBE Program as defined in Title 49 of the United States Code of Federal Regulations Part 26.

Prime's Signature/Title
NOTE: This affidavit must be notarized.
Sworn or affirmed and subscribed before me this ____ day of ____ 20 ____
Notary Signature _____

DBE Sub-subcontractor Signature/Title
NOTE: This affidavit must be notarized
Sworn or affirmed and subscribed before me this ____ day of ____ 20 ____
Notary Signature _____

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**COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW**

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation..." This form is for the purposes of reviewing DBEs for compliance with the CUF requirements for credit.

Minority Affairs field staff will perform CUF reviews on DBE subcontractors and Material Suppliers. Perform a minimum of one review for each DBE for each project with DBE goal. The review should be conducted when the DBE first begins work. Monitor compliance through the course of the project.

Project Name:	MDAD Reviewer:
Project No:	Reviewer Title:
Prime Contractor:	Review Date:

DBE Name:

DBE is performing as: The Prime Contractor A Subcontractor Another Tier Subcontractor
 Or Material Supplier: Manufacturer Regular Dealer Broker

Provide a brief description of the DBE's scope of work. (obtain copy of Subcontract Agreement and/or Purchase Order if needed.)

COMMENSURATE:	Yes	No
Is payment received by the DBE commensurate with the work being performed?	<input type="checkbox"/>	<input type="checkbox"/>

PERFORMING:	Yes	No
Does the DBE have employees on the job to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>
Does the DBE employee (s) only work for the DBE?	<input type="checkbox"/>	<input type="checkbox"/>
Is the DBE working without assistance from the prime contractor or another subcontractor?	<input type="checkbox"/>	<input type="checkbox"/>
(Use of primes' equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.)		
Is the DBE only using equipment it owns, rents, or leases?	<input type="checkbox"/>	<input type="checkbox"/>
(Attached equipment list and all ownership documents and rental/lease agreements.)		
Is the DBE performing at least 30% of their work?	<input type="checkbox"/>	<input type="checkbox"/>

Hauling:	Yes	No
Does the DBE hauling firm own or lease their trucks? (if so, obtain verification of ownership or lease documents in the name of the DBE.)	<input type="checkbox"/>	<input type="checkbox"/>
Does the DBE employ drivers for trucks owned by the company? (if leased trucks include operators, this should be indicated in the agreement.)	<input type="checkbox"/>	<input type="checkbox"/>
Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?	<input type="checkbox"/>	<input type="checkbox"/>

MATERIALS:	Yes	No
Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?	<input type="checkbox"/>	<input type="checkbox"/>
If joint checks are used, has the DBE Coordinator approved?	<input type="checkbox"/>	<input type="checkbox"/>
Are joint checks signed by the DBE? (Obtain canceled check copies.)	<input type="checkbox"/>	<input type="checkbox"/>

SUPERVISING:	Yes	No
Is the DBE supervising its employees and their work?	<input type="checkbox"/>	<input type="checkbox"/>
Is the supervisor a full-time employee of the DBE?	<input type="checkbox"/>	<input type="checkbox"/>

CUF:	Yes	No
Does the DBE appear to be performing a Commercially Useful Function (CUF)? (if no, provide comments.)	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

CUF DETERMINANTS

If any Red Flag Conditions are identified, contact Minority Affairs Office

PERFORMING

- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees
- The DBE is utilizing its own equipment
- Operation of the equipment must be subject to the full control of the DBE

RED FLAGS

- A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement.
- Equipment signs and markings cover another contractor's identity

RECORDS/DOCUMENTS

- Subcontract Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

MATERIALS (For material credit)

- DBE is responsible for the delivery of the materials
- DBE is ordering the material and invoices indicate that DBE is the customer
- Material invoices indicate that DBE owner or Superintendent is the contact person
- A/E has approved use of joint checks

RED FLAGS

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

RECORDS/DOCUMENTS

- Invoices
- Haul tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled checks

SUPERVISING

- DBE supervisor is a full-time employee of the DBE
- Employees are being supervised by DBE supervisor
- DBE is scheduling work operations

RED FLAGS

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

RECORDS/DOCUMENTS

- Certified Payrolls
- Document communication with DBE owner or Superintendent

AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE: Baggage Handling Systems Services for Miami-Dade Aviation Department

PROJECT NUMBER: E16-MDAD-02

COUNTY OF Tarrant

STATE OF Texas

Before me the undersigned authority appeared Christine H. Norton (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

Vic Thompson Company

(Name of Entity)

3751 New York Avenue, Suite 140, Arlington, Texas 76014

(Address of Entity)

7 / 5 - 2 / 7 / 2 / 7 / 2 / 2 / 9 /
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Chief Executive Officer

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

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

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

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - "1 A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

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

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

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

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

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

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

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

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

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

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

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

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

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

Affirmation of Vendor Affidavits

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

Project Contract No. E16-MDAD-02 Federal Employer Identification No. (FEIN): 75-2727229

Contract Title: Baggage Handling Systems Services for Miami-Dade Aviation Department

Affidavits and Legislation/Governing Body

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

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

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

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

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

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

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

Christine H. Norton
(Signature of Authorized Representative)

Christine H. Norton
(Print Name of Authorized Representative)

Title Chief Executive Officer

Date May 29, 2019

Notary Public Information

Notary Public - State of Texas County of Tarrant

Subscribed and sworn to (or affirmed) before me this 29th day of May 2019

by Christine H. Norton He or she is personally known to me or has produced I.D.

Type of Identification produced _____

DMV

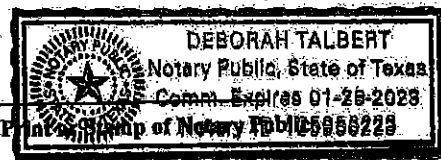
125956223

Serial Number

Signature of Notary Public

1/25/2023

Expiration Date



Notary Public Seal

SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

FEIN # 75-2727229

Firm Name of Prime Contractor/Proposer: Vic Thompson Company
 Project/Contract Number: E16-MDAD-02

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/Proposers on County contracts for purchase of suppliers, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/Proposer who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)						Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)													
			Race/Ethnicity						Race/Ethnicity													
			Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other						
Gartek Engineering Corporation 7210 SW 39 Terrace Miami, FL 33155	Robert L. Betancourt Mel F. Garcia	Electrical (Electrical Lead) and Mechanical Engineering	2			2							15	9	3	2	15	2	2			

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)						Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)													
			Race/Ethnicity						Race/Ethnicity													
			Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other						
Digital Building Services, LLC 11290 SW 30th Street Miami, FL 33165	Jose S. Mesa	Building Information Modeling	1			1							5	3	3	2						

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Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)										
			Race/Ethnicity		Gender		Race/Ethnicity								
			White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan
MOBIO Architecture, Inc. 6303 Blue Lagoon Drive, Suite 310 Miami, Florida 33126	Abdel F. Martel	Architecture	2	2					3	2	5				

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)										
			Race/Ethnicity		Gender		Race/Ethnicity								
			White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan
Graef-USA Inc. 9400 South Dadeland Boulevard, Suite 601, Miami, FL 33156	Scott Hinrichs, Lori Rosenthal, Loel Badreddine, Paul Eiring, Steve Fisco, Jason Gerke, Ken Greve, Fred Broth, Stephanie Hacker, Jim Hansen, James Hayes, Dewey Heimba, Stephen Huberty, Peter Johnston, Daniel Kilbert, John Kissinger, Patrick Kressin, James Lisak, Burt Naumann, Mike Paulos, Joe Pepitone, Mary Beth Pettit, Brent Pilcher, George Podrebarac, Tim Robinson, Jeffrey Rosner, Beau Sanders, Joe Schuller, Patrick Skalecki, Tom Stevens, Mike Vogel, Larry Witzling, Uriah Wolfe, Kevin Wood, John Zerfas	Mechanical (Mechanical Lead), Electrical, Structural and Civil Engineering	32	3	35				165	70	207	3	17	5	3

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Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <https://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.


Signature of Bidder/Proposer

Christine H. Norton
Print Name

CEO
Print Title

5/29/2019
Date

SOB 100 Rev. 6/12

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

(Insert Here)

SUBCONTRACTING POLICIES STATEMENT

Vic Thompson Company (VTC)

VTC is a BHS design and construction management firm.

We hold both design and construction contracts however, this contract is for design only.

As such, we will have no subcontractors under this contract. Based on the tasks we receive, we anticipate that we will have subconsultants and we have listed those in our affidavits.

Because this is an on-call contract, we do not know what tasks we will receive, however, we understand that they will be primarily focused on the baggage handling system and could include minor building modifications.

We have assembled a team of talented subconsultants that provide architectural, engineering, and 3D scanning services that we do not provide ourselves.

Together, we believe our team can address any task order MDAD requests.

Our policy is to select highly qualified, like-minded consulting firms that complement our team, provide disciplines and skills we do not possess ourselves, are collaborative and easy to work with, and have a proven track record of providing a high level of service to their clients.

Our subconsultants for this contract were specifically selected because they possess the qualities noted above as evidenced either by our extensive experience working with them in the past, or their extensive working relationships with MDAD (or both).

VIC THOMPSON COMPANY



Christine H. Norton, CEO

Date: 5/29/19

PROOF OF AUTHORIZATION TO DO BUSINESS
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S.,
and certificate evidencing compliance with the Florida Fictitious Name Statute
per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that VIC THOMPSON COMPANY is a Texas corporation authorized to transact business in the State of Florida, qualified on March 25, 2011.

The document number of this corporation is F11000001336.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 5, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of May, 2019*



Rainier
Secretary of State

Tracking Number: 8339798493CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition; None
(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; None
(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not. None

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: ISD Project No. A16-MDAD-02 Federal Employer Identification Number (FEIN): 75-2727229

Contract Title: Baggage Handling Systems Services

Christine H. Norton CEO Signature of Affiant
Vic Thompson Company Name of Firm Date
3751 New York Avenue, Suite 140 Arlington, TX 76014
Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Texas County of Tarrant

Subscribed and sworn to (or affirmed) before me this 27th day of September 20 18

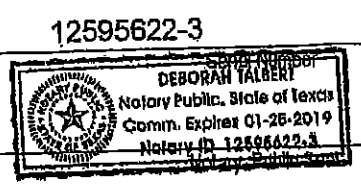
by Christine H. Norton He or she is personally known to me or has produced identification

Type of identification produced

Signature of Notary Public

Deborah Talbert Print or Stamp of Notary Public

1/25/2019 Expiration Date



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Myron F. Steves & Company P O Box 4479 Houston, TX 77210	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Vic Thompson Company 3751 New York Ave Ste 140 Arlington, TX 76014	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Catlin Specialty Insurance Company	NAIC # 15989
	INSURER B: RSUI Indemnity Company	22314
	INSURER C:	
	INSURER D: Revised	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADSL (SUBR) (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	6000000465-3	09/02/2018	09/02/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y	NHA083932	09/02/2018	09/02/2019	EACH OCCURRENCE \$ 10,000,000.00 AGGREGATE \$ 10,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
VTC Job # DCLMIA19401 MDAD Contract #E16-MDAD-02B MDAD Risk Management and Miami-Dade County are named as Additional Insured when called for by written contract or agreement per forms CG 2010 (04/13) & CG 2037 (04/13) with a Waiver of Subrogation per form CG 2404 (05/09). Primary and Non-Contributory wording per form CG 2001 (04/13) & CG 2002 (04/13) & CG 2003 (04/13) & CG 2004 (04/13) & CG 2005 (04/13) & CG 2006 (04/13) & CG 2007 (04/13) & CG 2008 (04/13) & CG 2009 (04/13) & CG 2010 (04/13) & CG 2011 (04/13) & CG 2012 (04/13) & CG 2013 (04/13) & CG 2014 (04/13) & CG 2015 (04/13) & CG 2016 (04/13) & CG 2017 (04/13) & CG 2018 (04/13) & CG 2019 (04/13) & CG 2020 (04/13) & CG 2021 (04/13) & CG 2022 (04/13) & CG 2023 (04/13) & CG 2024 (04/13) & CG 2025 (04/13) & CG 2026 (04/13) & CG 2027 (04/13) & CG 2028 (04/13) & CG 2029 (04/13) & CG 2030 (04/13) & CG 2031 (04/13) & CG 2032 (04/13) & CG 2033 (04/13) & CG 2034 (04/13) & CG 2035 (04/13) & CG 2036 (04/13) & CG 2037 (04/13) & CG 2038 (04/13) & CG 2039 (04/13) & CG 2040 (04/13) & CG 2041 (04/13) & CG 2042 (04/13) & CG 2043 (04/13) & CG 2044 (04/13) & CG 2045 (04/13) & CG 2046 (04/13) & CG 2047 (04/13) & CG 2048 (04/13) & CG 2049 (04/13) & CG 2050 (04/13) & CG 2051 (04/13) & CG 2052 (04/13) & CG 2053 (04/13) & CG 2054 (04/13) & CG 2055 (04/13) & CG 2056 (04/13) & CG 2057 (04/13) & CG 2058 (04/13) & CG 2059 (04/13) & CG 2060 (04/13) & CG 2061 (04/13) & CG 2062 (04/13) & CG 2063 (04/13) & CG 2064 (04/13) & CG 2065 (04/13) & CG 2066 (04/13) & CG 2067 (04/13) & CG 2068 (04/13) & CG 2069 (04/13) & CG 2070 (04/13) & CG 2071 (04/13) & CG 2072 (04/13) & CG 2073 (04/13) & CG 2074 (04/13) & CG 2075 (04/13) & CG 2076 (04/13) & CG 2077 (04/13) & CG 2078 (04/13) & CG 2079 (04/13) & CG 2080 (04/13) & CG 2081 (04/13) & CG 2082 (04/13) & CG 2083 (04/13) & CG 2084 (04/13) & CG 2085 (04/13) & CG 2086 (04/13) & CG 2087 (04/13) & CG 2088 (04/13) & CG 2089 (04/13) & CG 2090 (04/13) & CG 2091 (04/13) & CG 2092 (04/13) & CG 2093 (04/13) & CG 2094 (04/13) & CG 2095 (04/13) & CG 2096 (04/13) & CG 2097 (04/13) & CG 2098 (04/13) & CG 2099 (04/13) & CG 2100 (04/13)

APPROVED
MAY 31 2019
Miford Corfield

CERTIFICATE HOLDER MDAD Risk Management PO Box 025504 Miami, FL 331025504	CANCELLATION MDAD RISK MANAGEMENT AND SUPPORT SERVICES SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Fred Steves

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752	CONTACT NAME: Theresa Mazur, CIC, CISR, ACSR
	PHONE (A/C, No. Ext): (512) 451-8551 FAX (A/C, No.): (512) 454-0183
	E-MAIL ADDRESS: tmazur@centralins.com
INSURED Vic Thompson Company 3751 New York Ave, Ste 140 Arlington TX 78014	INSURER(S) AFFORDING COVERAGE
	INSURER A: Certain Underwriters at Lloyds ✓
	INSURER B:
	INSURER C:
	INSURER D:

COVERAGES CERTIFICATE NUMBER: 2018/19 Prof Liab Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ENR. LTB.	TYPE OF INSURANCE	ADDITIONAL RISK / RATED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EB occurrence) \$ MED EXP. (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OF ASG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Member in NY, NY & other states) DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		PGIARK02243-08	09/02/2018	09/02/2019	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS (VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))

VTC Job #DCFLMIA19401
MDAD Contract #E18-MDAD-028

APPROVED

 MAY 31 2019
 MDAD RISK MANAGEMENT AND SUPPORT SERVICES

Highford Collection

CERTIFICATE HOLDER: MDAD Risk Management P.O. Box 025504 Miami FL 33102-5504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752	CONTACT NAME: Theresa Mazur, CIC CISR ACSR PHONE (A/C, No. Ext): (512) 451-8551 E-MAIL ADDRESS: tmazur@centralins.com	FAX (A/C, No): (512) 454-0183
	INSURER(S) AFFORDING COVERAGE	
INSURED Vic Thompson Company 3751 New York Ave Ste 140 Arlington TX 78014	INSURER A: Sentinel Ins Co, LTD	NAIC # 11000
	INSURER B: Hartford Financial	00914
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2018/19 WC Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			65UECX1362	08/15/2018	08/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	65WECAB8859	09/02/2018	09/02/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

YTC Job #DCFLMIA19401
MDAD Contract #E16-MDAD-02B
MDAD Risk Management and Miami-Dade County are Additional Insured when called for by written contract or agreement per VWC42.33. Subrogation and Primary and Non-Contributory apply per same. Workers Compensation Waiver applies per VWC42.33. Applies.

Milford Cooper
APPROVED
MAY 31 2019

CERTIFICATE HOLDER MDAD Risk Management P.O. Box 025504 Miami FL 33102-5504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	MDAD RISK MANAGEMENT AND SUPPORT SERVICES AUTHORIZED REPRESENTATIVE <i>Scottyger</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Philadelphia et al	
Los Angeles World Airports	
The City of Los Angeles	
Liberty Mutual Insurance Company, Fidelity & Deposit Company of Maryland Attn: Paul Seegers AIC	
Blanket as required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 65 WEC AB8659
Effective Date: 09/02/18
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.
VIC THOMPSON COMPANY
3751 NEW YORK AVE STE 140
ARLINGTON TX 76014

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Special Waiver
Name of person or organization
- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:
All Texas Operations
- 3. Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRTY DAY (30) NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**

It is understood and agreed that should this policy be cancelled before the expiration date thereof, the issuing Company will mail thirty (30) days written notice, ten (10) days for non-payment, (with the exception of a premium finance company notice where the insured has provided power of attorney), to the following Additional Insured Blanket as required by written contract

But failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/09/2018 Policy No.: 6000000465-2 Endorsement No. 6
Insured: Vic Thompson Company Premium: _____

Insurance Company: Catlin Specialty Insurance Company

Authorized Signature: _____




THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	
Spokane International Airport	
Liberty Mutual Insurance Company, Fidelity & Deposit Company of Maryland Attn: Paul Saegers AIC	
City of Philadelphia et al	
Los Angeles World Airports	
The City of Los Angeles	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

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required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization

other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Blanket as required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer
Of Rights Of Recovery Against Others To Us of
Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured If Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.