Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(G)
03-06-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-313-07

RESOLUTION APPROVING PROFESSIONAL ENGAGEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND RICONDO & ASSOCIATES, INC., FOR STRATEGIC AIRPORT MASTER PLANNING SERVICES FOR THE COUNTY'S SYSTEM OF PUBLIC USE AIRPORTS, PROJECT NO. E06-MDAD-01; IN AN AMOUNT NOT TO EXCEED $4,010,000; AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE CANCELLATION 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 Professional Engagement Agreement between Miami-Dade County and Ricondo & Associates, Inc., for Strategic Airport Master Planning Services for the County's System of Public Use Airports, Project No. E06-MDAD-01, in substantially the form on file with the Clerk, with an excerpt attached hereto, in an amount not to exceed $4,010,000, for a term of five (5) years; all as more particularly set forth in the accompanying memorandum from the County Manager; this Board authorizes the County Mayor or his designee to execute the same for and on behalf of the County, and to exercise the cancellation provisions therein.

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

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

Agenda Item No. 8(A)(1)(G)

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

From: George M. Burgess
County Manager

Subject: Award recommendation, Professional Engagement Agreement between Miami-Dade County and Ricondo & Associates Inc. for Strategic Airport Master Planning Services for the County's System of Public Use Airports, Project No. E06-MDAD-01, in the amount of $4,010,000

The attached Professional Engagement Agreement between Ricondo & Associates, Inc. and Miami-Dade County has been prepared by the Miami-Dade Aviation Department (MDAD) and is recommended for approval. It is further recommended that the Board authorize the County Manager or his designee to execute said agreement for and on behalf of the County, and to exercise any cancellation provisions therein.

PROJECT:	Strategic Airport Master Planning Services for the County's System of Public Use Airports
PROJECT NO.:	E06-MDAD-01
PROJECT LOCATION:	All Miami-Dade County Airports
PROJECT DESCRIPTION:	The scope of services will include, but is not limited to, providing professional aviation planning services for the County's system of public use airports. These services shall include, but may not be limited to, master planning services in accordance with the Federal Aviation Administration's (FAA) general master planning approach as prescribed in FAA Advisory Circular 150/5070-6B, Airport Master Plans. The firm must adapt this approach to ensure that the County's planning objectives are met, and to optimize the value of the planning services rendered through this contract by developing a scope of work that is directly correlated to the County's airport planning objectives.
FIRM:	Ricondo & Associates Inc.
LOCATION OF FIRM:	Chicago IL (Headquarters) Miami, Florida (Local Office)
COMPANY PRINCIPAL(S):	Ramon Ricondo, President
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	100% Hispanic

HOW LONG IN BUSINESS:	17 years
PREVIOUS AGREEMENT(S) WITH THE COUNTY IN THE LAST FIVE (5) YEARS AND CONSULTANT PERFORMANCE:	One contract totaling $862,500. The consultant performance was satisfactory under this contract. There is no additional information for this consultant in the Capital Improvement Information System (CIIS).
RECOMMENDED CONTRACT MEASURES:	15% Disadvantaged Business Enterprise (DBE) goal
CONTRACT MEASURES ACHIEVED AT AWARD:	18.5%
SUBCONSULTANTS:	Carney-Neuhaus, Inc 4.0% (DBE) Custom Copy & Printing, Inc. 1.5% (DBE) J. Bonfill & Associates, Inc. 5.0% (DBE) Quest Corporation of America 3.5% (DBE) TransSolutions, LLC 4.5% (DBE) The Corradino Group Lea & Elliott, Inc. McCann Capital Advocates Planning Technology, Inc. URS Corporation
TERM OF AGREEMENT:	Five (5) years or until all services are completed or until those service orders in force at the end of the stated period of time have been completed and the services accepted, whichever may be later.
AMOUNT OF RECOMMENDED AGREEMENT:	$4,010,000 (includes IG fee of $10,000)
ALLOWANCES/CONTINGENCY ORDINANCE NO. 00-65:	N/A
SELECTION PROCESS:	In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Evaluation/Selection Committee held a First Tier meeting where the one (1) firm that submitted was determined to have met their qualification requirements. The sole response to this solicitation can be attributed to the limited number of firms qualified to perform strategic airport master planning services and the abundance of work that exist nationally.

The Committee determined that the information provided in the proposals was sufficient to determine the qualifications of the team and the Committee waived the second tier phase. The firm of Ricondo & Associates, Inc. was chosen as the Committees' primary selection. With the County Manager's approval to move forward with the negotiation process, MDAD successfully negotiated one agreement with the primary choice.

ADVERTISEMENT DATE:	May 2, 2006
AFFIRMATIVE ACTION:	Yes. No. 009049
INSPECTOR GENERAL:	$10,000
FUNDING SOURCE:	75% FAA grant funds & 25% MDAD operating revenues
USING AGENCY:	Miami-Dade Aviation Department
MANAGING AGENCY:	Miami-Dade Aviation Department
STAFF PROJECT MANAGER:	Sunil Harman
APPROVED FOR LEGAL SUFFIENCY:	Yes

Susanne M. Torrente
Chief of Staff/Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(G)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Memorandum

MIAMI-DADE COUNTY

Date: November 21, 2006

To: George M. Burgess
County Manager

From: Pedro J. Betancourt, PMP
Aviation Sr. Procurement Contract Officer
Miami-Dade Aviation Department

Subject: Negotiation Committee Report for Professional Services for the Strategic Airport Master Planning Services for the County's System of Public Use Airports OCI Project No. E06-MDAD-01

Attached please find six (6) copies of the proposed Professional Engagement Agreement for Strategic ~~Airport~~ Master Planning Services for the County's System of Public Use Airports for the Miami-Dade Aviation Department ("MDAD") negotiated by County staff with the following firm: Ricondo & Associates, Inc. ("the Consultant").

DESCRIPTION OF SERVICES

The Consultant shall provide professional aviation planning services to provide strategic airport master planning services for the County's system of public use airports. These services shall include, but may not be limited to, master planning services in accordance with the Federal Aviation Administration's (FAA) general master planning approach as prescribed in FAA Advisory Circular 150/5070-6B, Airport Master Plans. The Consultant must adapt this approach to ensure that the County's planning objectives are met, and to optimize the value of the planning services rendered through this contract by developing a scope of work that is directly correlated to the County's airport planning objectives.

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

The amount of the Agreement is $4,010,000 (includes IG fee) and the source of funding for the Agreement shall be 25% MDAD operating fund and 75% grant funding. The term of the Agreement shall be for five (5) years and shall be in effect until all services are completed or until those service orders in force at the end of the stated period of time have been completed and the services accepted, whichever may be later.

CERTIFICATION, SELECTION AND NEGOTIATION PROCESS

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection and negotiation procedures, the Competitive Selection Committee held a First Tier meeting on August 2, 2006, in which one (1) firm, Ricondo & Associates, Inc., submitted a proposal and was deemed to have met the qualification requirements. The Committee determined that the information provided in the proposal was sufficient to determine the qualifications of the firm and the Committee waived the second tier phase. On August 3, 2006, the name of the one (1) firm was submitted to your office for your further consideration for negotiations of an agreement.

Subsequently, your office appointed a Negotiation Committee on August 11, 2006. A satisfactory agreement was negotiated with the firm of Ricondo & Associates, Inc.

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

Attachments

c: Clerk of the Board of County Commissioners

COMPETITIVE SELECTION COMMITTEE:

Amelia Cordova-Jimenez, Chairperson, OCI (non-voting)
Sunil Harman, MDAD
Narinder Jolly, MDAD
Bertha M. Goldberg, WASD
Francisco Trujillo, MDHA
Teresa Sands, DBD

NEGOTIATION COMMITTEE

Sunil Harman, MDAD
Narinder Jolly, MDAD
Bertha M. Goldberg, WASD

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: STRATEGIC AIRPORT MASTER PLANNING SERVICES FOR THE COUNTY ¿S SYSTEM OF PUBLIC USE AIRPORTS
OCI Project No: E06-MDAD-01
Measures: 15% Disadvantage Business Enterprise
Number of Agreements: 1
Project Type: PROJECT SPECIFIC
Submittal Date: 07/17/2006
Meeting Date: 08/02/2006

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
GOLDENBERG, BERTHA M							
RICONDO & ASSOCIATES, INC.	(LP)	50	20	18	4	5	97
RMAN, SUNIL							
RICONDO & ASSOCIATES, INC.	(LP)	48	20	20	5	5	98
JOLLY, NARINDER S							
RICONDO & ASSOCIATES, INC.	(LP)	50	20	19	5	5	99
SANDS, TERESA							
RICONDO & ASSOCIATES, INC.	(LP)	41	17	17	4	5	84
TRUJILLO, FRANCISCO							
RICONDO & ASSOCIATES, INC.	(LP)	40	18	20	5	5	88

TOTALS AND FIRST TIER RANKING

PRELIMINARY RANKING

Prime Firm Name		Prelim. Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Prelim. Rank
RICONDO & ASSOCIATES, INC.	(LP)	443	1	1				1

FINAL RANKING

Prime Firm Name		Prelim. Points	Cr. 4A Points	Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
RICONDO & ASSOCIATES, INC.	(LP)	443	23	466	1	1					1	

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

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

Definitions

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

STRATEGIC AIRPORT MASTER PLANNING SERVICES FOR THE COUNTY'S SYSTEM OF PUBLIC USE AIRPORTS PROJECT NO.: E06-MDAD-01 PROJECT ENGAGEMENT AGREEMENT (NON-EXCLUSIVE)

This AGREEMENT made as of the _____day of _____in the year 2006 , 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 Consultant: **RICONDO & ASSOCIATES**
20 North Clark Street, Suite 1500 or
Chicago, IL 60602-4111
(312) 606-0611
Fax: (312) 606-0706

MIAMI OFFICE
6205 Blue Lagoon Drive
Suite 280
Miami, Florida 33126
(305) 260-2727
Fax: (305) 260-2728

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

For the Project: **Strategic Airport Master Planning Services for the County's System of Public Use Airports**

The scope of services consists of professional aviation planning services by the Consultant to provide strategic airport master planning services for the County's system of public use airports. These services shall include, but may not be limited to, master planning services in accordance with the Federal Aviation Administration's (FAA) general master planning approach as prescribed in FAA Advisory Circular 150/5070-6B, Airport Master Plans. The Consultant must adapt this approach to ensure that the County's planning objectives are met, and to optimize the value of the planning services rendered through this contract by developing a scope of work that is directly correlated to the County's airport planning objectives.

The Owner and Consultant agree as set forth herein:

PROJECT SERVICES AGREEMENT

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[Remainder of page intentionally left blank]

WITNESSETH

ARTICLE 1

DEFINITIONS

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

1.2 ~~AGREE~~MENT: This written Agreement between the Owner and the Consultant, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

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

1.4 PRIMARY SERVICES: Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s).

1.5 PRIMARY SERVICES FEE: The basis for compensation of the Consultant for the Primary Services performed under this Agreement.

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

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

1.8 CONSULTANT: A firm, Company, Joint Venture, or individual under Contract with the Department to render Professional Services.

1.9 DISADVATAGED BUSINESS ENTERPRISES (DBE): Refer to Disadvantaged Business Enterprises Provisions, Appendix 3.

1.21 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, design,

production of drawings, specifications and related documents, and other services pertinent to the Task.

1.22 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.

1.23 ELEMENT: A major unique segment of the professional services to be performed in the Primary Services. An Element is further broken down to smaller segments identified as Tasks and Subtasks.

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

1.25 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.

1.26 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).

1.27 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.

1.28 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.

1.29 TASKS: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.

1.30 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 Consultant.

1.31 PROJECT: The various Task of the Services set forth in this Agreement.

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

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

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

1.35 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services.

1.36 ~~SERVICES~~: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

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

1.38 SUBTASK: A specific assignment of professional services with an identified starting date, concluding date, and a specific work product.

1.39 TASK: A Subtask or a group of subtasks assigning professional services directed toward a specific objective.

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

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE CONSULTANT

2.1 INFORMATION TO BE FURNISHED BY THE CONSULTANT: The Consultant shall furnish, to the extent authorized herein, the professional services, salaries, wages, materials, equipment, etc., necessary to complete the services for the study which is described in Article 4. The Consultant shall diligently coordinate the performance of the services with the Department and its designees in order to provide for the expeditious, economical and efficient completion of the Primary Services described herein.

2.2 PRIMARY SERVICES: For all Primary Services the Consultant shall use employees of his firm or employees of the firms presented as members of the study team, at consultant selection. The Owner may authorize the Consultant to perform the various Tasks described and contained herein in Article 4 of this Agreement. Such authorization(s) shall be accomplished through an approved Service Order(s).

2.3 Upon written instruction, the Consultant shall perform such Primary Services, as needed, to provide additional study (ies) to further the preparation of the Strategic Airport Master Plan for the County's System of Public Use Airports.

[Remainder of page intentionally left blank]

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

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

3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, 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 Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. The Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

3.2.1 The Consultant shall provide (at its own cost):

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

b. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than $1,000,000 combined single limit for bodily injury and property damage liability.

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

c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $300,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.

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

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

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

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

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

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

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

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

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

The Consultant shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Consultant to the Owner. The Consultant 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 Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. Payment of such Sub-consultants employed at the option of the Consultant shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the Primary Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Consultant.

3.6 TERM OF AGREEMENT: 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 Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Consultant shall have no right to terminate this Agreement for convenience of the Consultant, without cause.

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

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

3.7.2 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.

3.7.3 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to

remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article. "Compensation for Services".

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

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

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

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

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

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

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

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

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

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

3.9 INTENT OF AGREEMENT:

3.8.1 The intent of the Agreement is for the Consultant to provide strategic master planning services, and to include all necessary items for the proper completion of such services, which will be able to be used by the Owner for its intended purpose. The Consultant shall perform, as Primary Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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

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

3.10 SOLICITATION: The Consultant warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

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

paid or payable to Consultant under this Agreement shall be made within one (1) year 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 8). 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 shall become the property of the Owner; however, the Owner may grant to the Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

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

3.13.3 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant 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 components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

3.14 LAWS AND REGULATIONS:

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

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

3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain "Security Sensitive Information". Upon notification by the Owner, the Consultant and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49

CFR Parts 1500 et al. Civil Aviation Security Rules and other MDAD Security Procedures. Documents deemed by the Owner to contain "Security Sensitive Information" shall bear the following warning:

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

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

A. A source of income statement
B. A current certified financial statement
C. A copy of the Consultants current Federal Income Tax Return

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

3.14.6.1 Each employee of the Consultant and sub-consultant(s) that will be involved, in the Project, shall sign an agreement stating that they will not

copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

3.14.6.2 The Consultant and its sub-consultant(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 are 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 work on or view the documents.

3.15 NOT USED

3.16 WARRANTY: The Consultant warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the state of Florida.

3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.

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

3.18.3 The Consultant acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Transportation Security Administration (TSA), Homeland Security, FAA and MDAD as set forth from time to time relating to Consultant's activities at the Miami International Airport (MIA).

3.18.4 In order to maintain high levels of security at MIA, the Consultant must obtain MDAD photo identification badges for all the Consultant employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. All Consultant employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

3.18.5 The Consultant shall be responsible for requesting MDAD to issue identification badges to all employees who the Consultant requests be authorized access to the Secured/AOA/SIDA/Sterile Areas and any other restricted areas of the airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from

the employ of the Consultant or upon final acceptance of the work or termination of this Agreement. The Consultant will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

3.18.6 All employees of the Consultant, or Sub-consultants 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 Consultant. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

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

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

3.18.8 Only Consultant staff with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Consultant shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

3.18.9 The Consultant agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Consultant from entering the

AOA, 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 repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, SIDA/access control policies, rules and regulations. Any person denied access to the AOA 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 AOA shall be advised, in writing, of the reasons for such denial.

The Consultant acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services agencies and MDAD access control policies and procedures.

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

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

3.18.12 Notwithstanding the specific provisions of this Article, 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/Homeland Security/ FAA/Federal Inspection Services agencies.

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

3.18.14 Consultant agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Consultant agrees that in addition to all remedies, penalties,

and sanctions that may be imposed by TSA, Homeland Security, FAA Federal Inspection Services Agencies, or MDAD upon Consultant's sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, The Consultant shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

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

3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 2 attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.

3.21 CONSULTANT RESPONSIBILITY:

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

3.21.2 The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any 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.

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

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

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

3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

3.25 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) 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 Robert Myers, Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130

ARTICLE 4

PRIMARY SERVICES

4.1 ~~START~~ OF WORK: No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify

- the scope of work, time of completion, deliverables and total compensation for the services authorized;
- the consequences for failure of the Consultant to meet the Projected schedule.

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

4.2 PRIMARY SERVICES SCHEDULE AND SUMMARY: The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all strategic master planning services, as further specified below, designated as Primary Services, in the Tasks delineated and described herein unless modified by the Service Order.

Prior to receipt by the Consultant of a Task based Service Order to proceed with any agreed Task, the Consultant shall prepare and submit to the Owner, for its review and approval, a schedule for the particular Task, a proposed fee and schedule.

The Consultant is firmly obligated to complete the services in accordance with the negotiated fee and schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Consultant shall meet once per month with the Project Manager to review the Consultant's progress, which will establish the basis of payment and the actions necessary to correct schedule deficiencies and deliverables. The Consultant may request modifications to the schedule 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 Consultant shall furnish or cause to be furnished all professional services prescribed in the Special Provisions of this Agreement and all other services normally required for an airport project of this type.

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

4.2.3 All Primary Services shall comply with and be in conformance to the Owners requirements.

4.2.4 Throughout all Tasks of the Primary Services, the Consultant shall coordinate its Services with other Owner provided consultants.

4.2.5 The Consultant shall submit to the Owner the deliverables listed under the various Tasks in the format approved by the Owner. In addition, the Consultant shall submit with each set of deliverables a complete listing of the items required to be delivered for that Task, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Consultant 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 Consultant shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.

4.2.6 Throughout the Primary Services, the Consultant shall assist the Owner in identifying Tasks that are eligible for Federal/State grant-in-aid participation. The Consultant shall assist in reviewing applications prepared by the Owner and the Project Manager.

4.3 TASK 1 - STUDY DESIGN TO BE DETERMINED

- 4.3.1 TASK 1A - Program Understanding and Objectives:
- 4.3.2 TASK 1B – Define Decision Process
- 4.3.3 TASK 1C – Identify Planning Activity Levels (PALs)
- 4.3.4 TASK 1D – GIS Airport Layout Plan (ALP) Approach

4.4 TASK 2 – EXISTING CONDITIONS AND DEMAND ANALYSIS

- 4.4.1 TASK 2A - Inventory
- 4.4.2 TASK 2B – Demand Analysis
- 4.4.3 TASK 2C - Market Analysis
- 4.4.4 TASK 2D – Define Decision Process (PAL based decision)

4.5 TASK 3 – DEMAND SCENARIO AND ALTERNATIVES

- 4.5.1 TASK 3A – Facilities and Operational Requirements
- 4.5.2 TASK 3B – Airspace Analysis
- 4.5.3 TASK 3C – Security and Vulnerability Assessment
- 4.5.4 TASK 3D – Ground Access and Regional Transportation Plan (RTP) Modifications

4.5.5 TASK 3E – Land Use and Regional Comprehensive Plan Adjustments
4.5.6 TASK 3F – Environmental, Social and Impacts
4.5.7 TASK 3G – Mitigation Strategies
4.5.8 TASK 3H – Schedule
4.5.9 TASK 3I – Cost Estimates
4.5.10 TASK 3J – Preliminary Financial Feasibility
4.5.11 TASK 3K- Regional Economic Implications

4.6 TASK 4 – SELECTED MIA AND SYSTEMS ALTERNATIVES
4.6.1 TASK 4A – Airport System Alternatives
4.6.2 TASK 4B – Allocation of demand

4.7 MEETINGS AND REPORTS

4.7.1. Meetings: As part of providing the Primary Services, the Consultant shall attend all meetings wherein information relating to the Primary 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, whether regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and Consultants, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc.

4.7.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the Consultant 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 of the progress made during the previous month and the estimated incremental and total percentages of each assigned Tasks 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 Consultant as to each Tasks that the Project is either on schedule or the Tasks is not on schedule and should the latter be stated, then the Consultant shall also state the length of delay and the reasons for the delay. The Consultant 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 Consultant hereunder for each Task of the Primary Service as set forth in the corresponding invoice for payment.

[Remainder of page intentionally left blank]

ARTICLE 5

REIMBURSABLE EXPENSES

Any reimbursable Expenses shall be approved by the Owner in advance and authorized by a service Order.

5.1 Specialized sub-consultants, when recommended by the Consultant, and approved by the Owner in writing, and when in the opinion of the Consultant, said specialized sub-consultant services are necessary of the accomplishment of the Services.

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

5.3 All printing and reproduction costs, as specified herein and those costs in excess of that required under Primary 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.

5.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Primary 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.

[Remainder of page intentionally left blank]

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

6.1 EQUAL EMPLOYMENT OPPORTUNITY: The Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to the provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Consultant shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

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

6.2 NONDISCRIMINATORY ACCESS TO PREMISES: The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.

6.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Consultant fails to comply with

the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

6.4 NONDISCRIMINATION: During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to Premises of this Article in Consultant sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

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

6.5 DISABILITY NONDISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the

Consultant submits a false affidavit pursuant to this Resolution or the Consultant violated the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

6.6 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their bid/proposal.

6.7 CONTRACT MEASURES: The Consultant is required under this Agreement to achieve a **Disadvantaged Business Enterprise (DBE) Goal of fifteen percent (15%)** per the attached Schedule of Participation, and Letter of Intent as presented in the Consultant's Proposal for the Project.

To fulfill the requirements of this Article, the Consultant must comply with the requirements of 49 CFR Part 26 and the Disadvantaged Business Enterprise Participation Provisions, prepared by Miami-Dade Aviation Department as applicable.

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

6.8 MONTHLY UTILIZATION REPORT (MUR):

1) Monthly Utilization Report (MUR), as found in Form DBE-MA-4, is required from all proposers in which a DBE goal has been set. The reports provide the dollars paid to the prime Consultant and what the prime Consultant has paid to

each of their sub-consultants. The data is entered into a database to be monitored for compliance with goals.

2) The Consultant must include with their MUR, proof of payment to the DBE sub-consultants. This is achieved by providing copies of checks or written statements from the sub-consultants in which they acknowledge payment.

3) Site inspections are conducted to verify that the DBE Consultants identified as performing work on our contracts are actually doing the work. Inspections may include desktop audits where invoices are examined as well as payments. Sub-consultants may be reviewed and employees interviewed to verify information that has been submitted.

ARTICLE 7

COMPENSATION FOR SERVICES

Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Services and Reimbursable Expenses performed shall not exceed **Four Million Dollars ($4,000,000.00)** and shall be disbursed as reflected herein.

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

7.1 PAYMENT FOR SERVICES: The fee for Services authorized in accordance with this Agreement will be computed by one (1) of the following three methods:

7.1.1 Compensation to the Consultant for Services shall be based as follows:

7.1.1.1 Flat rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance compensation schedule below. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

CATEGORY	TITLE	FLAT RATE ($/HR)
I	Principal	$175.00
II	Project Manager	$170.00
III	Managing Consultant	$170.00
IV	Senior Consultant	$130.00
V	Consultant	$100.00
VI	Technical Specialist/Support	$75.00

7.1.1.2 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the Strategic Airport Master Planning Services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior to the issuance of the Service Order. The compensation method shall be in accordance with the compensation schedule as shown in 7.1.1.1 of this Agreement.

7.1.1.3 Agreed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described Services for an agreed fixed dollar amount of compensation.

7.1.1.4 Escalation: During the term of this Agreement, the Owner may, by authorized Service Order only, adjust the fees included in the compensation schedule, 7.1.1.1, to reflect the change in the Consumer Price Index (CPI) on a year-by-year basis. Such adjustment will be based on the cumulative change of the Consumer Price Index for the Miami urban area, provided that the annual increase shall not exceed three percent (3%).

7.1.1.5 For Employees that are salaried and are not required to be paid time and one half for work over 40 hours. Forty (40) hours multiplied by the base pay rate ($) multiplied by the appropriate multiple (M) (if applicable); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

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

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

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

(40*30*2.65) + (10*30*1.1) = 3180 + 330 = $3510 or

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

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

7.1.1.6 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

7.2 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Consultant for Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement shall not exceed **One Hundred Fifty Thousand Dollars ($150,000.00)**, and will be reimbursed by the Owner as verified by appropriate original bills, invoices or statements.

7.3 INVOICES AND METHODS OF PAYMENT: The Consultant 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 for each particular Task and eligible for payment pursuant to the agreed payment method as outlined in Article 7.1, Payment for Services. 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 Consultant will meet monthly with the Project Manager to verify that the Consultant's reported progress. Monthly progress payments will be based on the monthly meeting with the Project Manager.

Subsequent to the monthly meeting, the Consultant 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 Consultant 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 Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

7.4 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Sub-consultant(s). The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

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

7.6 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Task(s) the Consultant shall be compensated as follows:

7.6.3 Payment for Services completed and approved prior to receipt by the Consultant of notice of abandonment of a Task, termination or suspension, for which payment has not yet been made to the Consultant by the Owner, shall be made in the same manner as would have been required had such abandonment of a Task, termination or suspension not occurred.

7.6.4 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of abandonment of a Task, termination or suspension, the Consultant shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Task, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Consultant for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.

7.6.5 Upon payment to the Consultant for Service associated with abandoned, terminated or suspended Task in accordance with this Article, the Consultant shall have no further claim for Services related to the abandoned, terminated or suspended Task.

7.6.6 No payment shall be made by the Owner to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Task.

7.8 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Ordinance No. 97-215. The amount for the Inspector General Audit Account is hereby set at **Ten Thousand Dollars ($10,000)**. 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.

7.9 ~~TOTAL~~ AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement including Reimbursable Expenses and the Inspector General Audit Account is **Four Million Ten Thousand Dollars ($4,010,000.00)**. 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 8
SPECIAL PROVISIONS

8.1 At any time during the term of this Agreement, Owner can require the Consultant to provide Project Specific Professional Liability Insurance in the amount of $1,000,000 per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with the article "Reimbursable Expenses" of this Agreement.

8.2 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 Agreement is federally funded.

8.3 Pursuant to Article 4.2, the Consultant shall submit a schedule in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each Task in Article 4 that are consistent with the durations as specified in the service order.

[Remainder of page intentionally left blank]

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

CONSULTANT (CORPORATION)

Ricondo & Associates, Inc.
Legal Name of Corporation

ATTEST:

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

Michael Baer — Ramon Ricondo, President
Type Name — Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ _____
Type Name

SSN: _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSERS

Legal Sufficiency: _____ Date: 11/15/06
Assistant County Attorney

ATTEST:

_____, CLERK

BY: _____ By: _____
Deputy Clerk — County Manager

(Miami-Dade County Seal)

APPENDIX 1

PRINCIPALS OF THE CONSULTANT

Ramon Ricondo, President

RICONDO
& ASSOCIATES

Principals of the Consultant and Other Officers

Principal-In-Charge	Office Address
Ramon Ricondo President	20 N. Clark Street, Suite 1500 Chicago, IL 60602

Other Principals	Office Address
Garfield Eaton Vice President	36 E. Fourth Street, Suite 1206 Cincinnati, OH 45202
Joseph M. Faulhaber Vice President	36 E. Fourth Street, Suite 1206 Cincinnati, OH 45202
James T. Jarvis Vice President	277 S. Washington Street, Suite 120 Alexandria, VA 22314
Pete Ricondo Vice President	6205 Blue Lagoon Drive, Suite 280 Miami, FL 33126
R. Douglas Trezise Vice President	20 N. Clark Street, Suite 1500 Chicago, IL 60602
Geoffrey A. Wheeler Vice President	36 E. Fourth Street, Suite 1206 Cincinnati, OH 45202
John C. Williams Vice President	221 Main Street, Suite 1550 San Francisco, CA 94105
James H. Zimmermann Vice President	277 S. Washington Street, Suite 120 Alexandria, VA 22314

Critical Employees	
Pete Ricondo Vice President	6205 Blue Lagoon Drive, Suite 280 Miami, FL 33126

APPENDIX 2

CRITICAL PERSONNEL

Ramon Ricondo, President
Pete Ricondo, Vice President

RICONDO®
& ASSOCIATES

Principals of the Consultant and Other Officers

Principal-In-Charge	Office Address
Ramon Ricondo President	20 N. Clark Street, Suite 1500 Chicago, IL 60602

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Critical Employees	
Pete Ricondo Vice President	6205 Blue Lagoon Drive, Suite 280 Miami, FL 33126

APPENDIX 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PARTICIPATION PROVISIONS
SCHEDULE OF PARTICIPATION AND LETTERS OF INTENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISION PROPOSER

1) UTILIZATION OF DBE PROPOSER

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

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

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

(c) Award of this contract will be conditioned upon satisfying the requirements of these Proposal specifications. These requirements apply to all Proposers, including those who qualify as a DBE. A DBE contract goal of ____% participation has been established for this contract. The Proposer shall make good faith efforts, as defined in Appendix A, 49 CFR of Part 26, Section 26.55, to meet the contract goal for DBE participation in the performance of this contract.

(d) The Proposer will be required to submit the following information with its Proposal in order to be deemed responsive:

1) The Disadvantaged Business Enterprises (DBE) Utilization Form (Form No. DBE-MA-1 Attached).

2) If the contract DBE goal is not met, documentation demonstrating good faith effort must be included with the proposal.

Provided the Proposer shall have submitted completed forms and information required by these Provisions, and its bid is otherwise responsive to the solicitation, a Proposer shall be provided an opportunity to participate in the proceedings set out in this Provision.

The Proposer's failure to submit completed forms and information required by these Provisions can neither be cured by supplementary submittals and testimony at hearings nor shall the non-responsiveness of the proposal on account thereof be waived, negotiated or compromised.

(e) The Proposer will be required to submit the following information by 4:00 p.m. on the second business day following bid proposal opening in order to be deemed responsible:

1) The Schedule of Participation: which constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the DBEs listed are available and have agreed to perform as specified (Form No. DBE-MA-2 Attached).

2) Letter (s) of Intent: all Proposers must submit signed Letter(s) of Intent completed by the participating certified DBE sub-contractor. Be sure to include their respective dollar value and percentage of work. Expenditures to DBEs on a Schedule of Participation that are not confirmed by a Letter(s) of Intent shall not count toward the goal (Form No. DBE-MA-3 Attached).

(f) Determination of Compliance: The total price for work to be performed by DBE firms as indicated in the Proposer's Schedule of Participation by DBE firms is required to be sufficient to fulfill the stated goal, unless the Proposer shall demonstrate to the satisfaction of MDAD that:

1) it has made every reasonable effort to contact and negotiate with DBE firms in an attempt to sub-contract work, including every reasonable effort to select the portions of the work proposed to be sub-contracted, in order to achieve the stated goal.
2) it was unable, notwithstanding such efforts, to achieve the stated goal because DBE firms were not Qualified or were Unavailable; and
3) it included in its Schedule of Participation, all such proposed agreements it was able to make.

MDAD shall not award a Contract to any Proposer which it determines fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any Proposer or any Proposer performing any work under the Contract from any of the terms, conditions, or requirements of the Contract or modify Owner's rights as reserved in the Contract Documents.

Attendance at pre-proposal conferences is encouraged to ensure that the proposer and their sub-contractors are aware of the reporting requirements and their responsibilities as they relate to the DBE Program. MDAD staff makes itself available to both the proposer and their sub-contractors during the course of the contract if any dispute arises concerning the DBE requirements.

2) Investigations and Recommendation by Compliance Officer:

In the event that the Proposer has not met the stated goals, and has submitted the good faith efforts extended by the Proposer to meet the stated goals, the Compliance Officer may, require that the Proposer meet with the Compliance Officer at Miami-Dade County Aviation Department, Minority Affairs Division Building 5A, 3rd. Floor, Miami, Florida 33159, or such other place as the Compliance Officer may designate.

The purpose of this meeting shall be for the Compliance Officer to determine, if necessary, whether the good faith efforts of the Proposer to meet the stated goals are sufficient. At this meeting the Proposer shall have an opportunity to present information pertinent to its compliance with the applicable requirements.

The Compliance Officer may require the Proposer to produce such additional information as the Compliance Officer deems appropriate.

No later than fifteen (15) days after the initial meeting with the Proposer, the Compliance Officer shall make a written recommendation to the Aviation Director or his/her designee (hereinafter referred to as "Director") which shall include a statement of the facts and reasons upon which the recommendation is based.

a) Determination by MDAD - Following receipt of the recommendation, the Director shall, at his discretion, request such further information from the Proposer as he deems appropriate, and may rely upon any factual conclusion reported by the Compliance Officer which is not contradicted by the Proposer, relevant to the issues on which his recommendation to the Board will be based. As soon as practicable, the Director shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the Proposal of such Proposer complies with the requirements of these Provisions or recommending to the Board that the Contract not be awarded to the Proposer. A copy of such determination shall be sent to the Proposer. Such determination shall not affect the power of the Board of County Commissioners to reject the Proposer's Proposal for any other reason or to take action on the recommendation of the Director as it deems appropriate.

b) Consideration of Other Proposals - If MDAD deems it advisable in the interest of expediting the award of the Contract, the procedures set forth in these Provisions may be carried out with respect to the Proposals of one or more additional Proposers at the same or different times with each such proceeding to be separately conducted.

c) Failure of Proposer to Participate - The Proposer will be bound by proceedings under these Provisions to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to these Provisions, shall not be grounds for reconsideration of any actions taken in the proceedings under these Provisions.

d) Substitution of DBE Firms for those listed in the Schedule of Participation by DBE Firms and Letter (s) of Intent Prior to Contract Award - A Proposer must submit in writing any substitution of another firm from that provided in its Schedule of Participation. Such authorization may be given upon a determination that:

(i) although listed by a Proposer in good faith, a sub-contractor appearing on the Proposer's Schedule of Participation is not a DBE sub-contractor, is not qualified or is unavailable and that,

(ii) if the work scheduled to be performed by the said proposer is not performed by a DBE sub-contractor, the Proposer will not achieve the level of participation listed on its schedule. Upon receiving such authorization, the Proposer shall make every reasonable effort to replace a sub-contractor listed in its Schedule of Participation with another qualified DBE sub-contractor to perform, for not less than the same price or the price necessary to achieve the level of participation listed on its schedule, the same work or other work not appearing on the Schedule included with its Proposal submission. Failure on the part of the Proposer to comply with all of the requirements of these Provisions shall be grounds for the recommendation of the Director to the Board of County Commissioners that the Contract not be awarded to the Proposer.

3) Administrative Reconsideration

1) Within 5 days of being informed by MDAD that its Proposal is not responsive/responsible, because it has not documented sufficient good faith efforts, a Proposer may request administrative reconsideration. Proposer should make this request in writing to the Contracting Officer: Aviation Director, P.O. Box 592075, Miami, Florida 33159-2075, telephone number (305) 876-7077. The reconsideration official will not have played any role in the original determination that the Proposer did not make to document sufficient good faith efforts.

2) As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. MDAD will send the Proposer a written decision on reconsideration, explaining the basis for finding that Proposer did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

3) In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a proposer, who in turn lets subsequent sub-contracts for the work of the project, MDAD may establish a goal for the project.

   The master proposer will then establish contract goals, as appropriate for the sub-contracts it lets. MDAD will maintain oversight of the master proposer's activities to ensure that they are conducted consistent with the requirements of the DBE plan.

4) MDAD will require that a prime proposer not terminate for convenience a DBE sub-contractor (or an approved substitute DBE firm) and then perform the work of the terminated sub-contractor with its own forces or those of an affiliate, without prior written consent by the Aviation Director or designee.

5) When a DBE sub-contractor is terminated, or fails to complete its work on the contract for any reason, MDAD will require the prime proposer to make good faith efforts to find another DBE sub-contractor to substitute for the original DBE.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established.

6) MDAD will include in each prime contract a provision for appropriate administrative remedies that it will invoke if the prime proposer fails to comply with the DBE requirements of the contract.

4) REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD:

A) Schedule of Participation - The Proposer shall sub-contract with those sub-contractors listed on the Schedule of Participation by DBE, with substitutions authorized under these Provisions, and shall thereafter neither terminate such sub-contractor(s) nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE sub-contractor(s) thereunder without the prior written authorization of the Director.

B) Substitution of Sub-contractors:

1) **Excuse from Entering Sub-contracts.** If prior to execution of a sub-contract required by these Provisions, the Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Proposer which is to enter into such sub-contract has become not qualified, or that the DBE Proposer has unreasonably refused to execute the sub-contract, the Successful Proposer shall be excused from executing such sub-contract.

2) **Rightful Termination of Sub-contracts.** If after execution of a sub-contract required by these provisions, the Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such sub-contract, a DBE Proposer which entered into such sub-contract has become not qualified or has committed and failed to remedy a material breach of the sub-contract, the Proposer shall be entitled to exercise such rights as may be available to it to terminate the sub-contract.

3) **Determination of Excuse of Rightful Termination.** If the Proposer at any time submits a written request under these Provisions, the Director, as soon as practicable, shall determine whether the Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been

made without first providing the Proposer an opportunity to present pertinent information and arguments.

4) **Alternative Sub-contracts**. If the Proposer is excused from entering a sub-contract under this Regulation or rightfully terminates a sub-contract under this Regulation and without such sub-contract the Proposer will not achieve the level of DBE Participation upon which the contract was awarded, the Proposer shall make every reasonable effort to enter into an alternative sub-contract or sub-contracts for the same work to be performed by another Qualified DBE sub-contract or sub-contracts for a contract price or prices totaling not less than the contract price under the excused or terminated sub-contract, less all amounts previously paid thereunder. The Proposer shall be deemed to satisfy the requirements of this Regulation if:

   a) it shall enter each such alternative sub-contract(s) for the same work;
   b) it demonstrates to the satisfaction of the Director that it has made every reasonable effort to negotiate with a DBE Proposer in an attempt to sub-contract such work, but that it was unable to sub-contract the work because the DBE Proposer were (i) not Qualified; (ii)Unavailable; or (iii) although Qualified and not Unavailable, were unwilling or unable to propose a price for such work equal to or less than the price originally scheduled for such work (less all amount previously paid thereof);
   c) when situations covered by these Regulations arises, the Compliance Officer shall promptly meet with the Proposer and provide him an opportunity to demonstrate compliance with these Provisions. The Compliance Officer shall, as promptly as practicable, recommend to the Director whether the Proposer should be determined to be in continued compliance with these Provisions.

The Compliance Officer may require the Proposer to produce such information as the Compliance Officer deems appropriate and may obtain whatever other and further information from whatever source the Compliance Officer deems appropriate. A copy of the Compliance Officer's recommendation shall be promptly hand delivered or sent by registered mail to the Proposer. The Compliance Officer shall not make his/her recommendation under this paragraph without giving the Proposer notice and an opportunity to present pertinent information and arguments.

The Director will consider objections to the Compliance Officer's recommendation only if such written objections are received by the Director within five (5) calendar days from the Proposer's receipt of the Compliance Officer's recommendation. The Director will reply to the Proposer's written objection within (10) days of receipt of these objections.

5) <u>Prompt Payment</u>

Miami-Dade Aviation Department (MDAD) has, as part of its DBE Program, a contract clause which implements the Miami-Dade County (MDC) ordinance required by State of Florida law on prompt payment of proposers and sub-contractors. The ordinance requires MDAD/MDC to pay

small businesses, and for prime proposers to pay sub-contractors for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received.

This clause also requires the prompt return of retainage payments from the prime proposer to the sub-contractor within a specific number of days after the sub-contractors work is satisfactorily completed. The prompt payment ordinance and MDAD contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDAD contracts. Any delay or postponement of payments among the parties may take place only for good cause, with MDAD's prior written approval.

MDAD has established, as part of its DBE Program, the following additional mechanisms that may be applied to ensure prompt payment:

1. A contract clause that requires prime proposers to include in their sub-contracts, language providing that prime proposers and sub-contractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. MDAD will specify the nature of such mechanisms as appropriate;

2. A proposal clause providing that the prime proposer will not be reimbursed for work performed by sub-contractors unless and until the prime proposer ensures that the sub-contractors are promptly paid for the work they have performed; and,

3. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other proposers are fully and promptly paid.

6) <u>Procedures for Post Monitoring</u>

MDAD shall monitor the compliance of the Proposer with the requirements of these Provisions during the course of the work to be performed under the contract. MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these Provisions, including, but not limited to, manpower tables, records of expenditures, observations at the job site, and contracts between the Proposer and his sub-contractors, suppliers and material men entered into during the life of the Contract.

The MDAD's DBE Program also includes a monitoring and enforcement mechanism to verify that the work committed to DBEs at contract award is actually performed by the DBEs. This mechanism provides for a running tally of actual DBE attainments (i.e., payments actually made to DBE firms); includes a provision ensuring that DBE participation is credited toward overall or contract goals when payments are actually made to DBE firms; and requires the following elements:

1) Site inspections are conducted to verify that the DBE proposers identified as performing work on our contracts are actually doing the work. Inspections may include desktop audits where invoices are examined as well as payments.

Sub-contracts may be reviewed and employees interviewed to verify information that has been submitted.

2) Monthly Utilization Report (MUR), as found in Form DBE-MA-4 (Attached), is required from all proposers in which a DBE goal has been set.
   The reports provide the dollars paid to the prime proposer and what the prime proposer has paid each to their sub-contractors. This data is entered into a database to be monitored for compliance with goals.
3) Prime proposer must include with their MUR, proof of payment to the DBE sub-contractors. This is achieved by providing copies of checks or written statements from the sub-contractors in which they acknowledge payment.

7) <u>Sanctions for Violations</u>

If at ~~any tim~~e MDAD has reason to believe that the Proposer is in violation of its obligation under these Provisions, or has otherwise failed to comply with these Provisions, MDAD may, in addition to pursuing any other legal remedy, commence proceeding to impose sanctions on the Proposer. Such sanctions may include, but are not limited to, one or more of the following:

1) The suspension of any payment or part thereof due the Proposer until such time as the issues concerning the Proposer's Compliance are resolved.

2) The termination or cancellation of the Contract in whole or in part, unless the Proposer demonstrates within a reasonable time its compliance with the terms of these Provisions.

3) The denial to the Proposer of the right to participate in any further contracts awarded by MDAD for a period no longer than three years. No such sanction shall be imposed by MDAD upon the Proposer except pursuant to a hearing conducted by the Director.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____ Title: _____
(Signature)

_____ Date: _____
(Print Name)

FORM DBE-MA-1
Revised May 15, 2002

MONTHLY DISADVANTAGED BUSINESS UTILIZATION REPORT
FOR CONSTRUCTION & A/E PROJECTS

1) Miami-Dade County Disadvantaged Business Utilization, DBE Goal _____ %

2) Reporting Period:
From: _____
To: _____

This report is required by Miami-Dade County (MDC). Failure to comply may result in MDC commencing proceedings to impose sanctions on this Contractor. In addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the Contract, and the denial to participate in any future contracts awarded by MDC.

5) CONTRACTOR INFORMATION

3) Name of Contractor & Address	5a) Date of Pre-bid Confer.	5b) Date of Pre-Cost. Conf.	5c) Contract Amount	5d) Change Order Amount	5e) DBE % Goal Attained	5f) Date of NT Proceed	5g) Schedule Completion	5h) % Project Completed
					0.000%			0.0% $ -

4) Name of Contract & No.	
	Amount of Requisition this Period $ _____ Total Amount Requisitioned to Date $ _____

7) DBE UTILIZATION

6) Name of Subcontractor (s)	7a) Subcontractor Amount	7b) Description of Work	7c) Amount Drawn	7d) Amount Paid to Date	7e) Actual Starting (Proposed) Date	7f) Scheduled Completion Date	7g) Comments
	$ -	Total	$ -	$ -			

8) Company Official's Signature and Title _____

9) Date _____

10) Telephone _____

Please Print or Type Name

_____

11) Sworn before me: This _____ day of _____ 20____

Notary Public: _____

Please note: this form has to be automated (on a spread sheet)

FORM DBE-MA-4

Revised 1/12/2005

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LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To:_____

Project:_____

Contract Number:_____**Total $ value & % of Bidder/Proposal:**_____

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

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

Description of Services	$ value & % of Bid/Proposal

Total%_____

Signature_____ **Date**_____

Print Name_____ **Title**_____

DBE Firm_____

FORM DBE-MA-3
Revised May 15, 2002

SCHEDULE OF PARTICIPATION BY DBE FIRMS

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

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL

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

Signature **Date**

Print Name **Title** **Company Name**

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

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AFFIDAVIT

APPENDIX E-1

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

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

This sworn statement is submitted for:

PROJECT TITLE **Strategic Airport Master Planning Services for the County's System of Public Use Airports**

PROJECT NUMBER **E06-MDAD-01**

COUNTY OF **Miami-Dade**

STATE OF **Florida**

Before me the undersigned authority appeared **Ramon Ricondo** (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

Ricondo & Associates, Inc.
(Name of Entity)

20 N. Clark Street, Suite 1500, Chicago, IL 60602 - Corporate Headquarters
6205 Blue Lagoon Drive, Suite 280, Miami, FL 33126 - Local Office
(Address of Entity)

3 / 6 - 3 / 6 / 6 / 3 / 9 / 0 / 3
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEBARMENT DISCLOSURE AFFIDAVIT PURSUANT TO SECTIONS 10-38 AND 2-8.4.1 OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its

subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

___X___ The Entity affirms under oath that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

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

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

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

___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.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   Ricondo & Associates, Inc.

   20 N. Clark Street, Suite 1500

   Chicago, IL 60602

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations, however please indicate here whether the Entity is a publicly traded corporation.

   Not a publicly trade company

   (see attached list for Officers)

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

   (see attached list for Directors)

RICONDO®
& ASSOCIATES

Current Board of Directors and Other Officers

Name	Date Elected	Expiration of Term	Office Address	Home Address
Ramon Ricondo President, Secretary, Treasurer 96% ownership	8/1989	perpetual	20 N. Clark Street, Suite 1500 Chicago, IL 60602	2 S 580 White Birch Lane Wheaton, IL 60187
John C. Williams Vice President, Director	2/2000	2/2006	221 Main Street, Suite 1550 San Francisco, CA 94105	239 8th Street, #3 San Francisco, CA 94103
R. Douglas Trezise Vice President, Director	2/2001	2/2005	20 N. Clark Street, Suite 1500 Chicago, IL 60602	6 North Wille Mt. Prospect, IL 60056
Joseph M. Faulhaber Vice President, Director 2% ownership	1/2001	perpetual	36 E. Fourth Street, Suite 1206 Cincinnati, OH 45202	10146 Hickory Valley Drive Harrison, OH 45030
Geoffrey A. Wheeler ice President, Director 2% ownership	1/2001	perpetual	36 E. Fourth Street, Suite 1206 Cincinnati, OH 45202	1936 Winesap Way Villa Hills, KY 41017
Garfield Eaton Vice President			36 E. Fourth Street, Suite 1206 Cincinnati, OH 45202	4844 Raeburn Lane Cincinnati, OH 45223
James T. Jarvis Vice President			277 S. Washington Street, Suite 120 Alexandria, VA 22314	9385 Mount Vernon Circle Alexandria, VA 22309
Pete Ricondo Vice President			6205 Blue Lagoon Drive, Suite 280 Miami, FL 33126	9990 SW 99th Street Miami, FL 33176
James H. Zimmermann Vice President			277 S. Washington Street, Suite 120 Alexandria, VA 22314	15902 Dolphin Drive Monclair, VA 22026-1000

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   Ramon Ricondo

   20 N. Clark Street, Suite 1500

   Chicago, Il 60602

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

   Not Applicable

6. If the transaction is with a trust, provide the full legal name and address for each trustee and each beneficiary of the trust.

   Not Applicable

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

   None

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (cont'd)

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ☒ No

2. Does your firm provide paid health care benefits for its employees?

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	45	Males	29	Females
Asian:	7	Males	4	Females
Black:		Males	3	Females
Native American:		Males		Females
Hispanics:	4	Males	1	Females
Alaskan Natives:		Males		Females
_____:		Males		Females
_____:		Males		Females

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
10/23/01	$ 750,000	$ 862,500	15 %

Name of Dept. & Summary of Services Performed: Dade County Aviation Department
Miscellaneous Airport Planning Services

Litigation Arising out of Contract: no litigation or complaints

(2)			
	$	$	%

Name of Dept. & Summary of Services Performed:

Litigation Arising out of Contract:

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

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

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(4)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 17 years

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

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

☒ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No.009049 and the expiration date of 1/31/07.

☐ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

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

Ricondo
(Signature of Authorized Representative)

Title: President

Date: October 4, 2006

STATE OF: ILLNOIS

COUNTY OF: COOK

The above certifications/verifications were acknowledged before me this 4th day of October, 2006.

by Ramon Ricondo
(Authorized Representative)
of **Ricondo & Associates, Inc.**,
(Name of Corporation, Partnership, etc.)

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

Kimberly Davis
(Signature of Notary)

Notary Stamp or Seal:
"OFFICIAL SEAL"
Kimberly Davis
Notary Public, State of Illinois
My Commission Expires July 27, 2008

Kimberly Davis
(Print Name)

Notary Commission Number: _____

My Commission Expires: July 27, 2008

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD REQUIREMENTS

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION
CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondent's convenience and are a prerequisite to a contract award:

- ~~Single~~ Execution Condition of Award Affidavits:

  Disability Nondiscrimination
  Family Leave
  Domestic Leave
  Currently Due Fees and Taxes
  Drug Free Work Place
  Current In County Obligations
  Code of Business Ethics

- Subcontractor/Supplier Listing

- Subcontracting Policies Statement
  (Also required, but no format (insert page is provided))

- 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.)
  (Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE: **Strategic Airport Master Planning Services for the County's System of Public Use Airports**

PROJECT NUMBER **E06-MDAD-01**

COUNTY OF **Miami-Dade**

STATE OF **Florida**

Before me the undersigned authority appeared Ramon Ricondo (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

Ricondo & Associates, Inc.
(Name of Entity)

20 N. Clark Street, Suite 1500, Chicago, IL 60602 - Corporate Headquarters
6205 Blue Lagoon Drive, Suite 280, Miami, FL 33126 - Local Office
(Address of Entity)

3 / 6 - 3 / 6 / 6 / 3 / 9 / 0 / 3
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

___X___ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

___X___ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

___X___ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

__X__ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses, or County issued parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORKPLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

__X__ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract

and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

___X___ The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business ~~with~~ the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

___X___ The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

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

(Signature of Authorized Representative)

Title: President

Date: October 4, 2006

STATE OF: ILLNOIS

COUNTY OF: COOK

The above certifications/verifications were acknowledged before me this 4th day of October, 2006.

by Ramon Ricondo
(Authorized Representative)
of **Ricondo & Associates, Inc.**,
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Kimberly Davis
(Print Name)

Notary Stamp or Seal:

"OFFICIAL SEAL"
Kimberly Davis
Notary Public, State of Illinois
My Commission Expires July 27, 2008

Notary Commission Number: _____

My Commission Expires: July 27, 2008

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

Firm Name of Prime Entity/Respondent: **Ricondo & Associates, Inc.** Project No. **E06-MDAD-01**

Project Name: **Strategic Airport Master Planning Services for the County's System of Public Use Airports**

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
The Corradino Group 4055 N.W. 97 Avenue Miami, FL 33178	Mr. Joe Corradino	Off-airport ground transportation systems; airport support facilities planning; cost estimating services	To Be Determined based on Assigned Tasks	Male	White
Lea+Elliott, Inc. 7200 Corporate Center Drive, Suite 510, Miami, FL 33126	Mr. Philip Castellana	Ground Access/Automated People Mover Systems Planning	To Be Determined based on Assigned	Male	White
McCann Capital Advocates 209 F Street, NE Washington, DC 20002	Mr. Pat McCann	FAA/U.S. DOT Liasion, Funding Strategies and Regulatory Issues	To Be Determined based on Assigned	Male	White
TransSolutions, LLC 14600 Trinity Blvd., Suite 200 Forth Worth, TX 76155-2556	Mrs. Belinda G. Hargrove	Airfield and Terminal Systems Simulation Support	To Be Determined based on Assigned	Female	White
Planning Technology, Inc. 2727 Ulmerton Road, Suite 310 Clearwater, FL 33762	Mr. Robert V. Ori	Electronic Airport Layout Plan technologies. 3DAAP database support, Geographic Information Systems	To Be Determined based on Assigned Tasks	Male	White
URS Corporation 7650 W. Courtney Campbell Causeway, Tampa, FL 33607	Mr. Martin M. Koffel (CEO)	Terminal Planning, ground transportation planning support, cost estimating (airfield projects)	To Be Determined based on Assigned	Male	White

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature	Ramon Ricondo Print Name	President Print Title	October 4, 2006 Date

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

Firm Name of Prime Entity/Respondent: **Ricondo & Associates, Inc.** Project No. **E06-MDAD-01**

Project Name: **Strategic Airport Master Planning Services for the County's System of Public Use Airports**

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
Carney-Neuhaus, Inc. 3050 Biscayne Blvd, #200 Miami, FL 33137	Mrs. Eleanor Carney	Landside Systems Cost Estimating; Data Collection, Site Development Analysis	To Be Determined based on Assigned Tasks	Female	White
J. Bonfill & Associates, Inc. 9360 S.W. 72nd Street, # 265 Miami, FL 33173	Mrs. Jacqueline Bonfill Gee	Aerial Photogrammetry, Architecture Inventory Support	To Be Determined based on Assigned	Female	White Hispanic
Quest Corporation of America, Inc.; 3837 Northdale Blvd, #242 Tampa, FL 33624	Mrs. Sharlene F. Lairscey	Public and Stakeholder Coordination Logistics; Tenant and Passenger Surveys	To Be Determined based on Assigned	Female	White
TransSolutions, LLC 14600 Trinity Blvd., Suite 200 Forth Worth, TX 76155-2556	Mrs. Belinda G. Hargrove	Airfield and Terminal Systems Simulation Support	To Be Determined based on Assigned	Female	White
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender**	**Race**
Custom Copy & Printing, Inc. 2272 N.W. 87 Avenue Miami, FL 33172	Mr. Jorge Quadreny	Printing Services	To Be Determined based on Assigned Tasks	Male	White Hispanic

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Ricondo
Prime Entity/Respondent Signature

Ramon Ricondo
Print Name

President
Print Title

October 4, 2006
Date

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

(Insert Here)

RICONDO
& ASSOCIATES

Subcontracting Policies Statement

a) Identify the technical skills needed to accomplish the County's assigned scope of work

b) Research and identify local firms that possess the technical expertise needed to support the County's scope of work, beginning with the subconsultant team members included in the proposal for this contract submitted to the County

c) If additional resources are needed outside of the subconsulting team member firms to fulfill the scope of work and provide the technical expertise needed to complete the scope of work, R&A will research and identify local firms and/or specialty national firms possessing the required resources and expertise

d) If appropriate, R&A may also subcontract with local firms under a mentoring arrangement in which senior professionals from R&A staff will mentor and guide junior staff from the subconsulting firm for airport planning assignments associated with one of the County's general aviation airports

(b) Allow local prospective Subconsultant firms to meet with appropriate personnel from R&A to discuss technical services and expertise needed to satisfy existing and (if known) anticipated work assignments; and

(c) Award subcontracts based on full and complete consideration of a subconsultant's technical capabilities, contracted scope of work and technical requirements, and opportunities for mentoring and training

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 RICONDO & ASSOCIATES, INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on March 28, 1990.

The document number of this corporation is P28662.

I further certify that said corporation has paid all fees due this office through December 31, 2006, that its most recent annual report/uniform business report was filed on January 6, 2006, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixth day of January, 2006

Sue M. Cobb
Sue M. Cobb
Secretary of State

CR2EO22 (01-06)