Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(D)
3-6-07

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

RESOLUTION NO. R-312-07

RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECT AT MIAMI INTERNATIONAL AIRPORT; APPROVING SECOND COUNTY AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH WOLFBERG/ALVAREZ AND PARTNERS, INC. FOR CONCOURSE D REMODEL, CONTRACT NO. MIA-739C, AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND TO EXERCISE CANCELLATION AND TERMINATION PROVISIONS THEREOF; INCREASES THE MAXIMUM CONTRACT AMOUNT TO $6,580,899

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Second County Amendment to the North Terminal Development Design Services Agreement with Wolfberg/Alvarez and Partners, Inc., in substantially the form attached hereto, which Amendment among other things increases the maximum contract amount to $6,580,899, all as more particularly set forth in the accompanying memorandum from the County Manager and authorizes the County Mayor or his designee to execute same on behalf of the County and to exercise cancellation and termination provisions thereof.

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 aye
Barbara J. Jordan, Vice-Chairwoman aye

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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DBM

Deborah Bovarnick Mastin

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

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

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

From: George M. Burgess
County Manager

Subject: Second Amendment to the Design Services Agreement with Wolfberg/Alvarez and Partners, Inc., Concourse D Remodel, Project No. MIA-739C, increasing the Agreement by $3,565,084 for an adjusted contract amount of $6,580,899

RECOMMENDATION

The attached second amendment to the design services agreement between Wolfberg/Alvarez and Partners, Inc. (WA) and Miami-Dade County has been prepared by the Miami-Dade Aviation Department (MDAD) and is recommended for approval by the Board. This second amendment increases the agreement by $3,565,084 for an adjusted contract amount of $6,580,899. The funding increase provided in this amendment is included in the Capital Improvement Program (CIP) budget by moving a portion of the CIP budget contingency into the agreement. WA will have no entitlement to the additional services money unless MDAD authorizes work via task order.

BACKGROUND

The agreement with Wolfberg/Alvarez (MIA-739C) was assigned to the County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and the County. As the North Terminal Development (NTB) Program has evolved, there have been numerous scope changes to the included projects. As a result, contracts with the various design professionals have also changed.

American Airlines initially had two design projects under contracts with Wolfberg/Alvarez:

- The C-D Infill Shell project, whose first phase was the shell of the Concourse "D" Remodel project, Contract No. MIA-737-R-1 **(737)**. The project is considered a shell package because it includes the structure, foundation, exterior weather-tight enclosure, base building mechanical, electrical and plumbing (MEP) systems, underground utilities, the elevated guideway structure and maintenance facility for the automated people mover, and a ramp/ground traffic control tower. The interior finishes and build-out of the project were not included as part of the agreement.

- The interior finishes and build-out design work for the Concourse "D" Remodel project, Contract No. MIA-739C **(739)**.

Although the County assumed contract 737, it contained Black/Hispanic/Women Business Enterprise participation goals and could not be monetarily amended because of the federal injunction affecting architectural/engineering projects. Since completion of the shell work was necessary to perform the interior work, it was added to the 739 contract.

Without completion of contract 737, work under contract 739 can not be accomplished. Both the 737 and 739 projects are interdependent and generally share the same footprint. The interconnectivity of these projects was always contemplated in that the base mechanical, electrical and plumbing (MEP)

fire protectio and life safety systems design of the 737 project would be extended and incorporated into the 739 project. This would be accomplished by demolishing noncompliant portions of 739 and upgrading the life safety systems to meet the 737 design. These two contracts are complementary and require unity of design to ensure consistency and functionality of both contracts. The work has also t progressed to a point for the 737 project under WA's auspices that any change of design professional could affect the NTB schedule.

On September 22, 2005, the Board approved Resolution No. R-1088-05, the first amendment, which provided funding to update the construction documents and for additional services for the D Remodeling project. The $3,565,084 added by this second amendment to WA's agreement for the Concourse D Remodel specifically addresses:

1. **Bid Phase and Construction Administration Services – 737 and 739 contracts ($878,858)**

   - **737 contract work**
     Additional fees of $378,076 are being requested for bid phase and office base construction administration services (CA). These services were not included when WA was originally contracted by American Airlines (AA) as the successor A/E of record for the CD-Infill[1] Levels 2, 3 & 5 Interior Finish project. In addition, $105,433 is being requested to prepare a stand alone set of construction documents to complete base C-D shell work left incomplete by previous trade contractors within the Automated People Mover-Maintenance Storage Facility (APM-MSF) area. The purpose of this package is to identify remaining work and issue this package to a separate contractor to perform the work. This will allow the APM group to access the facility, and expedite the completion of the facility. Also requested is $239,384 to cover increased costs and additional fees for bid phase and CA services related to the additional project scope as well as the increase in construction timeline for the NTD Ramp Control Interior Finish-Out project and remaining 737 completion work.

   - **739C contract work**
     The $155,965 is being requested to cover increased costs and additional fees for bid phase and construction administration services related to the additional project scope as well as the increase in construction timeline.

2. **Field Representative Services - 737 and 739 contracts ($526,096)**

   - **737 contract work**
     The latest schedule as developed by NTD staff in coordination with the managing general contractor (Parsons Odebrecht Joint Venture) indicates that the construction duration for the CD-Infill Levels 2, 3 & 5 Interior Finish project is 78 weeks and the remaining 737 completion work is 30 weeks. Due to the complexity of this project, NTD program management recommends that in addition to the once per week visit as described above, there should be on-site representation for this project. These services were not previously funded by AA. This amendment provides for the necessary funding to add on-site representation in the amount of $290,488.

   - **739C contract work – Concourse D Remodel All Levels**
     The anticipated construction schedule on which WA based its estimated fee for the original agreement was 16 months. The latest schedule as developed by NTD staff in coordination

[1] The reason that the titles for some of the 737 contract work include the words "CD Infill" is to denote that the project was "filling-in" the areas between Concourses C and D. The interior finishes and build-out of the project were not included as part of the agreement.

with the Managing General Contractor (Parsons Odebrecht Joint Venture) indicates that the construction duration for this project will be 30 months. The $235,608 being requested is to cover the projected additional cost associated with the extension of the field representation services currently included in agreement. In addition, it includes costs associated with expanding these services to cover field representation services during construction of project 739I.

Where the term field representative is used it means that WA shall provide supervisory staff at the project site for the coordination and direction of the work which includes responding to non-routine situations that call for WA's expertise and/or approval in an expeditious manner. These individuals shall be capable of reviewing contract documents, drawings, and details as necessary to provide on-site responses and clarifications for the timely resolution of project issues. These services are not construction inspection services, and as such, project staff does not oversee, coordinate, or inspect the work of other design consultants or surveyors nor will project staff provide special inspections, threshold building inspections, or building and zoning inspections of the work.

3. **Other Items ($170,130)**

Other services were needed for the 737 contract including the preparation of signed and sealed permit update sets and updated bid documents originally issued October 2004 for the CD infill project. Services were also needed to prepare a set of construction documents that provide for the finish out of the ramp control tower and to incorporate work left incomplete by Turner Austin Aviation Team (TAAT) when AA terminated their contract on July 27, 2005. Given the time criticality of this work, it was previously authorized through a task order as additional services and the purpose of this amendment is to categorize it as a basic service.

4. **Additional Services Allowance Account ($1,890,000)**

MDAD's standard professional services agreements typically include an allowance account for additional services to cover scope changes not anticipated at the time the design services were advertised and negotiated or for design changes necessitated when differing site conditions or other unforeseen conditions are encountered during construction. Due to the complexity of the NTD Program, both types of scope and design changes have been encountered during the program. The agreements as assigned by AA to the County define additional services but do not contain an additional services allowance account. Although an additional services allowance was added to this agreement by County Amendment No. 1 for project No. 739C, the other projects do not have requisite funding. In addition, although there is defined scope being added to this agreement, it cannot be concluded that this will be the last of the changes. Therefore, this amendment also adds the contractual language to establish an additional services allowance account for any additional work.

5. **Reimbursables ($100,000)**

Estimates were also provided by WA for reimbursable items such as document printing that could be expected for the added services. The estimates totaled $100,000. When authorized by MDAD, reimbursable items would be paid only on documented actual costs to WA.

Finally, in the first County amendment to this agreement, terms and conditions that are standard in MDAD/County contracts or are required by County ordinances and resolutions were added to the agreement. This amendment makes additional alterations to the agreement provisions to better reflect MDAD's management of the agreement and associated construction.

MODIFICATION NO.:	Second Amendment
PROJECT:	Concourse D Remodel
CONTRACT NO.:	MIA-739C
PROJECT LOCATION:	Miami International Airport
PROJECT DESCRIPTION:	NTD Program Concourse D Remodel
FIRM:	Wolfberg/Alvarez and Partners, Inc.
LOCATION OF FIRM:	Miami-Dade County, Florida
CONSULTANT PERFORMANCE:	Capital Improvements Information System (CIIS) does not list this firm. Performance on existing contract is satisfactory.
CONTRACT MEASURES:	None, agreement provides for the design professional to consider utilizing B/H/WBE firms, but such utilization is voluntary.
CONTRACT MEASURES ACHIEVED:	N/A
ORIGINAL AGREEMENT AMOUNT:	As awarded by AA $2,060,000 As assigned to the County $2,165,871
PREVIOUS COUNTY MODIFICATIONS	One (1) for $849,944 ($643,944 for basic services to update the construction documents and $206,000 for additional services)
TERM OF AGREEMENT:	Five years and shall be in effect until all services are completed or until those service orders in force at the end of the five years have been completed and the services are accepted, whichever may be later. (Minimum five year term goes through October 11, 2010)
AMOUNT OF RECOMMENDED MODIFICATION:	$3,565,084
CLASSIFICATION FOR AMENDMENT:	☐ Other Agency Request Change ☐ Design Errors Change ☐ Design Omission Change ☒ County Requested Change ☐ Unforeseen/Unforeseeable Change ☐ Other
ADJUSTED AGREEMENT AMOUNT:	$6,580,899

PERCENT CHANGE THIS MODIFICATION FROM ASSIGNED AMOUNT:	165%
AGREEMENTS WITH THE COUNTY (PAST FIVE YEARS):	Six agreements for a total of $ 3,026,304 (see attached DBD A&E Firm History Report)
AGENCY:	Miami-Dade Aviation Department
MDAD PROJECT MANAGER:	Juan Carlos Arteaga
FUNDING SOURCE:	Airport Revenue Bonds T
DBD REVIEW:	Yes

Susanne M. Torriente, 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)(D)

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**

6

DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI D. DE COUNTY
A&E Firm History Report
From: 01/01/2001 **To:** 08/22/2006

FIRM NAME: WOLFBERG/ALVAREZ AND PARTNERS, INC.
1500 San Remo Ave, Suite 300
Coral Gables, FL 33146-3045

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E01-DERM-04 EP FEMA DORM Drainage Projects (SIC 871)	41	DE	NO MEASURE	11/03/2001	$500,000	$142,223 12/31/2003		$0	
					$500,000				
MIA-739C CONCOURSE D REMODEL	1	AV-AA	NO MEASURE	11/07/2002	$2,165,871	$1,603,357 05/31/2005		$0	* HAMMOND & ASSOCIATES, INC. - $82,830.00 * MARTINEZ ENGINEERING GROUP, INC. - $79,495.00 * VARLEY-CAMPBELL & ASSOCIATES, INC. - $0.00
					$2,165,871				
EDP-JM-P02139 SECURITY OFFICES	1	JM	NO MEASURE	12/10/2002	$18,000	$0		$0	
					$18,000				
EDP-AV-SR-A014A CENTRAL CHILLER PLANTS EAST AND WEST EXPANSION	1	AV	NO MEASURE	07/20/2004	$150,000	$0		$0	* FRAGA ENGINEERS - $0.00 * JOSEPH MIDDLEBROOKS AND ASSOCIATES, INC. - $0.00 * VITAL ENGINEERING, P.A. - $0.00
					$150,000				
EDP-AV-SR-A014A P2 MIA CENTRAL CHILLER PLANT EAST & WEST EXPANSION	1	AV	NO MEASURE	05/09/2005	$150,000	$0		$0	* AVART, INC. - $0.00 * CSA SOUTHEAST, INC. - $0.00 * FRAGA ENGINEERS - $0.00 * JOSEPH MIDDLEBROOKS AND ASSOCIATES, INC. - $0.00 * MARTIN-VILATO ASSOCIATES, INCORPORATED - $0.00 * VITAL ENGINEERING, P.A. - $0.00
					$150,000				

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 01/01/2001 **To:** 08/22/2006

FIRM NAME: WOLFBERG/ALVAREZ AND PARTNERS, INC.
1500 San Remo Ave, Suite 300
Coral Gables, FL 33146-3045

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-PW-SR-20050277	1	PW	NO MEASURE	11/30/2005	$42,433	$0		$0	
NW 62 STREET FROM NW 47 AVE TO NW 37 AVE									
					$42,433				

Total Award Amount	$3,026,304
Total Change Orders Approved by BCC	$0
	$3,026,304
Total Change Orders Approved After Requested Date Range	$0
Total Change Orders Pending	$0
	$3,026,304

10

Change Orders without dates are pending BCC approval

Clerk's Copy

SECOND AMENDMENT
TO THE DESIGN SERVICES AGREEMENT WITH
WOLFBERG/ALVAREZ AND PARTNERS, INC. FOR DESIGN AND
CONSTRUCTION PHASE SERVICES
FOR THE CONCOURSE D REMODEL PROJECT
FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS SECOND AMENDMENT, entered into this _____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Wolfberg/Alvarez and Partners, Inc., herein referred to as the "Design Professional".

WITNESSETH:

WHEREAS, on November 7, 2002, American Airlines, Inc. (American) and the Design Professional entered into Design Services Agreement, Project No.: MIA-739R, Contract No.: MIA-739C, Concourse D Remodel, hereinafter referred to as the "Agreement"; and

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

WHEREAS, by Resolution No. R-1088-05, passed and adopted on September 22, 2005, the Board of County Commissioners approved the First Amendment of this Agreement which increased the funds available to update the construction documents and to include funding for scope changes and for design changes due to differing site and other unforeseen conditions; and

WHEREAS, the County now desires to increase the funds available for design and construction phase services for changes in the scope of the work.

NOW, THEREFORE, in consideration of $10.00 and other valuable considerations, receipt of which is hereby acknowledged, Design Professional agrees as follows:

1. Delete Articles 1.2, Project Administration, and 1.3, Project Representatives.

2. Delete Articles 2.5, 2.13, 2.21, 2.26, and 2.33, the definitions of Construction Manager, Design Order, North Terminal Development Team or "NTDT", Program Manager, and Task Order, respectively.

3. In Articles 2.11 and 2.29 delete the words "prepared by the Program Manager."

4. In Article 2.25 delete the words "between the North Terminal Development Team members."

5. In Article 2.34 delete the words "selected by the Program Manager" at the end of the Article.

6. Delete Article 3.2.

7. In Article 3.3 at the end of item (a) add "prior to assumption by the County;"

8. In Article 3.11 at the end of item (c) delete the words "applicable to contracts between private parties."

9. Delete Articles 4.3, 4.8, and 4.9.

10. In Article 9.5 in the last sentence, replace the term Construction Manager with Contractor.

11. In Article 9.6 in the second sentence that begins "Except as otherwise provided..." replace the term "Construction Manager's" with "Contractor's." All other references to Construction Manager in this Article are deleted.

12. Delete Article 12.1

13. Delete Articles 14, Indemnity.

14. In Article 15.3 delete items (b) and (c).

15. Delete Articles 17.2 and 17.3.

16. Delete Article 18.1(1).

17. Delete Article 23, Confidentiality.

18. Delete Article 25.1.

19. Delete Article 32.1.

20. In Article 33.1, delete the last sentence.

21. Delete Article 34, Third Party Rights.

22. Delete Article 37, Mailing Address.

23. In Article 38 add the following sub-articles:

38.2. All terms and conditions contained in this Article are in addition to the terms of the Agreement. Where provisions elsewhere in the Agreement may be contrary to or otherwise in conflict with the following terms and conditions, the terms and conditions in this section shall take precedence. All other terms and provisions of the Agreement remain in full force and effect, except as herein amended.

38.3. Except with respect to the references to "American" in Articles 26 and 38, in all other instances where American is referenced, such reference shall be construed to mean Owner; provided, however, where there are references to both American and the County and such construction would mean a reference to Owner and County, then the reference to American shall be deleted. All references to American in Articles 26 and 38 shall remain in full force and effect.

38.4. Delete all references to Construction Manager throughout the Agreement.

38.5. Replace the term Program Manager with Project Manager in all instances throughout the Agreement.

38.6. Add the following definitions:

38.6.1. "Owner" means the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

38.6.2. "Substantial Completion" means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Design Professional issues a Certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.

38.6.3. "Task Order: means a written directive issued by the Owner to the Design Professional that authorizes work related to the Professional Services.

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

(1) The Design Professional 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.

(2) The plans prepared by the Design Professional 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 and when required shall bear the following warning:

> Warning Notice: This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration (TSA), 400 7th Street, S.W., Washington, DC 200590 or the Federal Security Director (FSD) at Miami International Airport. Unauthorized release may result in civil penalty or other action. For U.S Government agencies, public availability to be determined under 5 U. S. C. 552.

(3) In addition to the above requirements, the Design Professional 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:

i. Each employee of the Design Professional and its subconsultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats ("project documents") unless authorized by the Department as required in this Article 38.7.

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

iii. Each set of the project documents are to be numbered and the whereabouts of the Project Documents in the possession of the Design Professional and its subconsultants and subcontractors shall be tracked at all times.

iv. A log is developed to track each set of project documents logging in the date, time, and name of the individual(s) that work on or view the documents.

(4) No additional compensation shall be allowed for this provision, unless revised policies or requirements are issued.

38.8. Notwithstanding the provisions of Article 10.1, the Additional Services described in this Article 10 shall only be provided if authorized by Task Order. The Design Professional hereby agrees to provide any of the Additional Services described in this Article 10 upon issuance of a Task Order by the Owner.

38.9. Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Design Professional shall indemnify and hold harmless the County, American and their 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 Design Professional and other persons employed or utilized by the Design Professional in the performance of this Agreement.

38.9.1. 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 Agreement shall hereby be interpreted as the parties' intention for the indemnification clauses and Agreement to comply with Chapter 725, Florida Statutes, as may be amended.

38.9.2. This Article shall survive expiration or termination of this Agreement.

38.10. Florida Prompt Payment Act: The Owner shall make payment in accordance with the provisions of the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes. The Owner may reject any invoice in whole or in part. If rejected, the Owner shall notify the Design Professional 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 may be corrected by the Design Professional and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

38.10.1. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Design Professional. The Design Professional 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 Design Professional to the Owner provided however, that the Design Professional 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 Design Professional, payable to such Sub-consultant(s). The Design Professional shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments. No person or entity shall be a third party beneficiary to this Agreement.

38.10.2. In accordance with Miami-Dade County Administrative Order No. 3-19, the Design Professional shall issue prompt payments and have dispute resolution procedures in place in the event of disputed payments to small and disadvantaged business enterprises. Failure of the Design Professional to issue prompt payments, or to adhere to its dispute resolution procedures, may be cause for termination of the Agreement and/or debarment of the Design Professional in accordance with the debarment procedures of the County.

38.10.3. Payments for Construction Phase Services shall be made in monthly installments. The amount of each monthly installment payment shall be determined by dividing the lump sum fee by the number of months over which the Construction Phase Services are performed.

38.11. Living and traveling expenses of employees and principals of the Design Professional and its subconsultants, when away from Miami-Dade County on business in conjunction with the Services and authorized in advance by Task Order, shall be 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.

38.12. Beginning with the effective date of this Second Amendment, the Owner may, by authorized Task Order only, adjust the maximum rates of compensation for the personnel listed in Exhibit EE (excluding adjustments to the multiple) to reflect the change in the Consumer Price Index (CPI) on a year-by-year basis of this Agreement. Such adjustment will be based on the cumulative change of the Consumer Price Index for the Miami urban area since the effective date of this Second Amendment; provided, however, the cumulative increase shall not exceed an aggregate total of ten percent (10%) during the term of the Agreement.

38.13. 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 Design Professional shall be issued by or through the Project Manager. The Design Professional shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the services or of the Work.

38.14. This 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. This provision shall apply retroactively from November 7, 2002, the effective date of this Agreement.

38.15. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either American or the Design Professional or against the County, its officers, or its employees.

38.16. 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 Task 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.

38.17. All invoices, contracts, notices, and other correspondence to the Owner shall be addressed to

Project Manager
Miami-Dade Aviation Department
Mailing Address: PO Box 592075, Miami, Florida 33159
Physical Location: Miami International Airport,
Building 3030, 2nd Floor
Miami, Florida 33122

24. Delete Exhibit BB

25. Delete the existing Exhibit E and substitute the Exhibit E entitled "Hourly Rates" included as part of this Second Amendment.

26. Exhibit FF, Item 1: Delete Project No. MIA-739D, entitled C-D Bag Removal and Finish Out

27. Exhibit FF, Item 2:

Change Field Representative Services to read as follows:

Field Representative Services shall be performed based on one (1) Full-Time Senior Field Representative for a period not to exceed one hundred and thirty (130) weeks in accordance with the Design Professional's proposal dated December 2, 2005, revised June 12, 2006 and August 23, 2006, for project numbers MIA-739C/739I.

Field Representative Services shall be performed based on one (1) Part-Time Senior Field Representative (20 hours per week) for a period not to exceed seventy-eight (78) weeks in accordance with the Design Professional's proposal dated August 23, 2006 for project number MIA-739A. This individual will also perform construction administration services for the six (6) month period between the start of project 739A and project numbers MIA-739C/739I.

Field Representative Services shall be performed based on one (1) Full-Time Senior Field Representative for a period not to exceed thirty (30) weeks in accordance with the Design Professional's proposal dated August 23, 2006, for project number MIA-737G.

The Design Professional shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Design Professional by the Contract Documents or through Task Order by direction of the Owner.

Should the Design Professional fail to perform these Field Representation Services in a timely manner and cause a delay in the progress of the

Work, the Design Professional shall be responsible for any resulting damages to the Owner.

28. Exhibit FF, Item 3: entitled "Schedule for Performance", delete the existing milestone tables and substitute the following:

MIA-739C, CONCOURSE D REMODEL – ALL LEVELS (also includes MIA-739J)

Phase		Milestone	Due
--	Work Plan / Design Value Analysis	--	Completed
3B	Construction Documents	65%	Completed
3C	Construction Documents	100%	Completed
3D	Construction Documents	100% Approved	Completed
3E	Permit Completion/MDAD review	Anticipated	Completed
3F	Bid Completion	Anticipated Jun-06	Completed
3H	Construction Administration Services	Anticipated start Dec-06	Task Order NTP +16 months
--	CA Extension	Anticipated start Jun-07	Task Order NTP + 20 months

MIA-739I, CONCOURSE D REMODEL – RAMP LEVEL

Phase		Milestone	Due
--	Work Plan / Design Value Analysis	--	Completed
3B	Construction Documents	65%	Completed
3C	Construction Documents	100%	Completed
3D	Construction Documents	100% Approved	Completed
3E	Permit Completion/MDAD review	Anticipated	Completed
3F	Bid Completion	Anticipated Jun-06	Completed
3H	Construction Administration Services	Anticipated start Dec-06	Task Order NTP +16 months

MIA-739A, C-D INFILL, LEVELS 2,3 & 5 INTERIOR FINISH

Phase		Milestone	Due
	Permit Update Sets	--	Respond to Building Department comments within 30 days of receipt
	Construction Documents Updating	100% Approved	6 weeks (Completed)
	Bid Phase	Anticipated Jun-06	Completed
	Construction Administration Services (CA)	Anticipated start Oct-06	Task Order NTP + 78 weeks

MIA-737F, RAMP CONTROL TOWER INTERIOR FINISH

Phase		Milestone	Due
	Construction Documents	100% Approved	4 weeks (Completed)
	Bid Phase	Anticipated Jul-06	Completed
	CA	Anticipated start Oct-06	Task Order NTP + 6 months

MIA-737G, C-D INFILL SHELL AND MEP			
	Phase	Milestone	Due
	Construction Documents (APM, M & SF)	100% Approved	6 weeks (Completed)
	Bid Phase (APM, M & SF)	Anticipated start Jul-06	Completed
	CA (APM, M & SF)	Anticipated start Oct-06	Task Order NTP + 3 months
	Bid Phase (CD Shell & MEP)	Anticipated start Jul-06	Completed
	CA (CD Shell & MEP)	Anticipated start Oct-06	Task Order NTP + 6 months

29. Exhibit FF, Item 4, entitled "Compensation", in the section entitled "Basic Services":

A. Delete Project No. MIA-739D, entitled C-D Baggage Removal Finish-Out

B. Correct the scrivener's error in the First Amendment as follows:

Delete: Scope Of Services as Identified In Exhibit FF, Item 6, section 5...$643,944

Substitute: Scope Of Services as Identified In Exhibit FF, Item 5, section 6...$643,944

C. Combine projects MIA-739C - Concourse D Remodel - All Levels and MIA-739J, Concourse D Remodel – Secure Cores into project MIA-739C as follows:

BASIC SERVICES

MIA-739C - CONCOURSE D REMODEL - ALL LEVELS (also includes MIA-739J)			
Phase	MIA-739C	MIA-739J	Combined
Work/Plan Design Value Analysis	$18,555.00	Included in 739C	$18,555.00
Field Verification	$36,486.00	Included in 739C	$36,486.00
3B Construction Documents	$449,720.00	$81,934.00	$531,654.00
3C Construction Documents	$351,620.00	$63,740.00	$415,360.00
3D Construction Documents	$7,905.00	$1,463.00	$9,368.00
3E Permit Completion/MDAD Review	$7,905.00	$1,463.00	$9,368.00
3F Bid Completion	$10,540.00	$1,915.00	$12,455.00
3G Contract Negotiation	$10,540.00	$1,915.00	$12,455.00
3H Construction Administration	$179,702.00	$32,698.00	$212,400.00

D. Add the following Basic Services for the Scope of Services as Identified in Exhibit FF, Item 5, section 7. Fees listed shall be either on a hourly basis at a direct labor multiplier times hourly rates or a lump sum fee basis:

BASIC SERVICES

MIA-739C - CONCOURSE D REMODEL - ALL LEVELS (also includes MIA-739J)

Phase	Increase By	From	To
3F - Bid Completion	$ 3,730.00	$12,455.00	$16,185.00
3H - Construction Administration	$ 76,164.00	$212,400.00	$288,564.00
Escalation	$ 29,282.00	$0	$29,282.00

MIA-739I - CONCOURSE D REMODEL - RAMP LEVEL

Phase	Increase By	From	To
3F - Bid Completion	$ 1,598.00	$5,195.00	$ 6,793.00
3H - Construction Administration	$32,642.00	$88,565.00	$121,207.00
Escalation	$ 12,549.00	$0	$ 12,549.00

MIA-739A, C-D INFILL, LEVELS 2,3 & 5 INTERIOR FINISH

Phase	Increase By	From	To
Permit Update Sets	$ 23,000.00	$0	$ 23,000.00
Construction Documents Updating	$ 97,883.00	$0	$ 97,883.00
Bid Phase	29,321.00	$0	29,321.00
Construction Administration Services	$348,755.00	$0	$348,755.00

MIA-737F, RAMP CONTROL TOWER INTERIOR FINISH OUT

Phase	Increase By	From	To
Ramp control Tower Stand-Alone Bid/ Construction Documents	$ 49,247.00	$0	$49,247.00
Bid Phase	$ 3,997.00	$0	$ 3,997.00
Construction Administration Services	$55,898.00	$0	$55,898.00

MIA-737G, C-D INFILL SHELL AND MEP

Phase	Increase By	From	To
Construction Documents (APM, M & SF)	$ 78,288.00	$0	$ 78,288.00
Bid Phase (APM, M & SF)	$ 1,629.00	$0	$ 1,629.00
Construction Administration Services (APM, M & SF)	$25,516.00	$0	$25,516.00
Construction Administration Services (CD Shell & MEP)	$179,489.00	$0	$179,489.00

E. Change the Total Basic Services Stipulated Sum Fee from $2,546,815.00 to a Maximum Fee of $3,595,803.00.

30. Exhibit FF, Item 4, in the section entitled "Field Representative Services", increase Field Representative Services by $526,096.00 from $188,400.00 to a Not to Exceed Amount of $714,496.00 as detailed in the following table:

Description	Increase By	From	To
739C/739I, Full-Time Senior Field Representative Services extending the duration from sixteen (16) months to one hundred thirty (130) weeks.	$235,608.00	$188,400.00	$424,008.00
739A Part-Time Senior Field Representative Services for seventy-eight (78) weeks.	$194,080.00	$0	$194,080.00
737G Full Time Senior Field Representative Services for thirty (30) weeks.	$96,408.00	$0	$96,408.00

31. Exhibit FF, Item 4, in the section entitled "Reimbursables":

A. Delete Project No. MIA-739D, entitled C-D Baggage Removal Finish-Out

B. Make the following changes:

REIMBURSABLES

MIA-739C - CONCOURSE D REMODEL - ALL LEVELS

Phase	Increase By	From	To
3H Construction Administration	$17,500.00	$4,500.00	$22,000.00

MIA-739I - CONCOURSE D REMODEL - RAMP LEVEL

Phase	Increase By	From	To
3H Construction Administration	$7,500.00	$2,250.00	$9,750.00

MIA-739A, C-D INFILL, LEVELS 2,3 & 5 INTERIOR FINISH

Phase	Increase By	From	To
3H Construction Administration	$50,000.00	$0	$50,000.00

MIA-737G, C-D INFILL SHELL AND MEP

Phase	Increase By	From	To
3H Construction Administration	$25,000.00	$0	$25,000.00

C. Change the Total Reimbursables from $74,600.00 to $174,600.00.

32. Exhibit FF, Item 4, increase Additional Services by $1,890,000.00 from $206,000.00 to a Not to Exceed Amount of $2,096,000.00.

33. Exhibit FF, Item 4, the line items under Compensation Summary are changed as follows:

Line Item	Increase By	From	To
Basic Services	$1,048,988.00	$2,546,815.00	$3,595,803.00
Additional Services	$1,890,000.00	$206,000.00	$2,096,000.00
Field Representative Services	$526,096.00	$188,400.00	$714,496.00
Reimbursable Expenses	$100,000.00	$74,600.00	$174,600.00
Total Compensation (Including Additional Services, Field Representative Services, and Reimbursables)	$3,565,084.00	$3,015,815.00	$6,580,899.00

34. Exhibit FF, Item 5: Add the following new section 7:

7. In addition to any other services required by this Agreement, the Design Professional shall perform the services as described below:

MIA-739C and MIA-739I

Phase	**Date of Proposal**
Bid Phase and Construction Administration Services	December 2, 2005

MIA-739A, C-D INFILL, LEVELS 2,3 & 5 INTERIOR FINISH

Phase	**Date of Proposal**
Permit Update Sets	November 7, 2005
Construction Documents Updating	December 2, 2005
Bid Phase and Construction Administration Services	December 2, 2005 revised on August 23, 2006

MIA-737F, RAMP CONTROL TOWER INTERIOR FINISH OUT

Phase	**Date of Proposal**
Ramp Control Tower Stand-Alone Bid/ Construction Documents	June 15, 2005, revised on December 8, 2005
Bid Phase and Construction Administration Services	December 13, 2005

MIA-737G, C-D INFILL SHELL AND MEP

Phase	**Amount**
Bid Phase and Construction Administration Services (APM, M & SF)	December 12, 2005
Bid Phase and Construction Administration Services (CD Shell & MEP)	February 14, 2006

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

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

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

ATTEST:

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

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Deputy Clerk

_____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

WOLFBERG/ALVAREZ AND PARTNERS, INC.

By:_____

N. Lavelanet
Commission # DD359557
Expires: NOV. 08, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

_____
(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By:_____
Assistant County Attorney

ARCHITECTURE
ENGINEERING

Julio E. Alvarez, P.E., President / Chairman
David A. Wolfberg, AIA, Vice Chairman
Marcel R. Morlote, AIA, Senior Vice President
Aris Garcia, R.A., Vice President
Mario H. Gutierrez, P.E., Vice President
Raul J. Estevez, Vice President

Hourly Rate Schedule – Updated

Miami International Airport
North Terminal Development Program
MDAD Contract No: B739C

HOURLY RATES

Classification	Actual Labor Rate Range
Principals	$135.00 – Fixed Billing Rate
Project Managers	$ 37.02 - $ 72.54
Department Directors	$ 40.00 - $ 72.54
Senior Architects / Senior Interior Designers	$ 27.04 - $ 42.12
Senior Engineers	$ 26.78 - $ 40.56
Architects / Interior Designers	$ 21.06 - $ 29.90
Engineers	$ 21.58 - $ 29.12
Designers / Technicians / Architectural Intern / Interior Design Intern	$ 17.16 - $ 23.66
CADD Operators / Draftspersons	$ 14.56 - $ 26.00
Sr. Construction Specialists	$ 23.92 - $ 40.56
Construction Specialists	$ 16.90 - $ 26.78
Technical Specifications Technicians	$ 12.48 - $ 21.84

Exhibit E

F:\AA Concourse D Remodel 2002\Project Management\Proposals\Updated Hourly Rates 06-12-06.doc

1500 SAN REMO AVENUE, SUITE 300 CORAL GABLES, FLORIDA 33146 TELEPHONE (305) 666-5474
AA 000 2416 EB 000 2354

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CONFIDENTIALITY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

Before me, the undersigned authority appeared, Julio E. Alvarez, P.E.
Who stated:

1, This affidavit is for the Proposal Documents for:

Project Name: North Terminal Development Projects
Project No.: B737F, B737G, B739A, B739C, B739I

2, I am the President for :

Wolfberg Alvarez & Partners
Name of Firm

1500 San Remo Avenue, Suite #300, Coral Gables, FL 33146
Address of Firm

3. I am a licensed architect, engineer or contractor, who may perform work on or related to the above named project and have the express authority to sign this affidavit and agree to all of the conditions stated herein,
4. Pursuant to 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, ... or other structure owned and operated by an agency as defined in Florida Statutes § 119.011 are exempt" from public records to ensure the safety of government infrastructures and to ensure public safety.
5. By signing this affidavit, I am certifying that I understand that the records indicated in paragraph (1) above contain information related to airport facilities, and I agree to maintain the exempt status of that information in accordance with Florida Statutes §. 119.071(3)(b).

Julio E. Alvarez
Signature

President
Title

The above instrument was sworn to and subscribed before me this 20th day of September 2006, by

Julio E. Alvarez
Printed Name

(✓) who is personally known to me,
( ) who has produced _____ as identification: and who ( ) did ( ) did not take an oath.

N. Lavelanet
Signature of Notary Public

N. Lavelanet
Print, type or stamp name of notary public

Notary Commission Number:_____ My Commission Expires:_____

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF FLORIDA
N. Lavelanet
Commission # DD359557
Expires: NOV. 08, 2008
Bonded Thru
Atlantic Bonding Co., Inc.