Approved _____ Mayor

Veto _____

Override _____

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

10-16-07

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

RESOLUTION NO. R-1165-07

RESOLUTION RELATING TO THE NORTH TERMINAL DEVELOPMENT CONSOLIDATION PROGRAM AT MIAMI INTERNATIONAL AIRPORT; APPROVING FIRST COUNTY AMENDMENT WITH ROSS & BARUZZINI, INC. FOR PREMISE DISTRIBUTION SYSTEM (PDS) DESIGN, CONTRACT NO. MIA-775A, WHICH INCREASES THE MAXIMUM CONTRACT AMOUNT BY $676,102 TO $3,645,974, EXTENDS THE TERM OF THE AGREEMENT BY 5 YEARS, AND CHANGES TERMS AND CONDITIONS OF THE AGREEMENT; AND AUTHORIZING COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND TO EXERCISE CANCELLATION AND TERMINATION PROVISIONS THEREOF

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the First County Amendment to the North Terminal Development Design Services Agreement with Ross & Baruzzini Transportation Services, Inc., in substantially the form attached hereto, which Amendment among other things increases the maximum contract amount by $676,102 to $3,645,974, extends the term of the agreement by 5 years and changes the terms and conditions of the agreement, 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 Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle 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	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 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. D.F.

Daniel Frastai

Memorandum

MIAMI-DADE COUNTY

Date:	October 16, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	First County Amendment to the PDS Design and QA/QC Agreement with Ross & Baruzzini, Inc., Contract No. MIA-775-A, increasing the agreement by $676,102

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

RECOMMENDATION

It is recommended that the Board approve the attached First County Amendment to the Design Services Agreement between Ross & Baruzzini, Inc. and Miami-Dade County. This amendment increases the agreement by $676,102 for an adjusted contract amount of $3,645,974, extends the term of the agreement by five (5) years, and changes the terms and conditions of the agreement.

AMENDMENT NO.:	First County Amendment

SCOPE

PROJECT NAME:	PDS Design and QA/QC
PROJECT NO.:	MIA-775-A
CONTRACT NO.:	MIA-775-A
PROJECT DESCRIPTION:	Design of the PDS for the North Terminal Development Program to include all cabling required for voice (telephone), data (data network), and video (CCTV) including construction management services.
PROJECT LOCATION:	Miami International Airport
PRIMARY COMMISSION DISTRICT:	Miami International Airport is located primarily within Commission District Six. However, the impact of this item is countywide in nature as Miami International Airport is a regional asset.
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Miami-Dade Aviation Department
MANAGING DEPARTMENT:	Miami-Dade Aviation Department

FISCAL IMPACT/FUNDING SOURCE

AMENDMENT FUNDING SOURCE	Airport Revenue Bonds

PTP FUNDING: No

GOB FUNDING: No

AMENDMENT DESCRIPTION:

1) Increase agreement amount by $676,102 for an adjusted contract amount of $3,645,974,

2) The term of this Agreement shall be extended for five (5) years and such extension shall begin upon execution by the parties of this amendment and shall be in effect until all consultant services are completed or until those task orders in force at the end of the stated period of time have been completed and the services accepted, whichever may be later,

3) Changing the terms and conditions to bring this former American Airlines agreement into conformance with standard County/MDAD agreements.

MONETARY AND TIME JUSTIFICATION:

Construction Administration Services - $610,896

American Airlines, Inc. (American) entered into this agreement on September 18, 2002 with Ross & Baruzzini Transportation Services, Inc. to design the Premise Distribution System (PDS) for the North Terminal Development (NTD) Program and to perform construction management services during the construction. The PDS will provide a new cabling infrastructure for the NTD which is required for all telecommunications systems to effectively communicate. It provides the physical connections for access to existing legacy systems, the wide area network and the Internet. It included the design of the fit-out of equipment rooms, cabling, racks and adapters that connect telephone wires within the building to each other and to external lines of the telephone company. It is a critical part of the functionality of the NTD.

On December 30, 2004, Ross & Baruzzini Transportation Services, Inc. was merged into the parent company, Ross & Baruzzini, Inc. This agreement was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction, and Financing Agreement between American and Miami-Dade County and was approved by the Board on June 21, 2005 by Resolution No. R-735-05. Because of American Airline's contracting method of not fully funding an agreement for all of the required services and issuing change orders when services are needed, we are now in the process of fully negotiating and funding the full scope of the work.

American did not include the requisite funding in the agreement to perform the construction management portion of these services contemplating that it might have Turner-Austin Airport Team ("TAAT") assume this role. In February 2005, American, recognizing TAAT would not be providing construction management services for new NTD projects, issued a change order to R&B to provide for construction management services for the three PDS construction projects which were already a part of the original scope of the agreement, but not yet funded. The fee that was negotiated was for a 43-month period and provided funding for construction administration services through the end of 2008.

In looking forward it is important that we continue to employ the expertise of the company that designed the system for construction administration services including actual system and component testing to ensure that the PDS is installed as designed. Failure of a PDS system can greatly impact a project leading to delays and increased costs which MDAD and its business partners clearly want to avoid. Due to the extension of the overall program schedule, the services under this contract will need additional funding. The proposed amendment provides for necessary dollars to fund the construction administration services to complete the PDS installation in support of the North Terminal Development completion date of 2011. The staff being proposed for these services are existing employees of R&B who were involved in the design and have extensive PDS experience which is required as part of this project. As it is prudent that R&B perform the construction administration services through the end of the project, additional funds in the amount of $610,896 are now needed.

Additional Services - $55,206

MDAD's standard professional services agreements typically include an allowance account for additional services to cover scope changes that could not be 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 in the field 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 American to the County do not have an additional services allowance account. 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 adds the contractual language to establish an additional services allowance account and $55,206 funding for that account.

Reimbursable - $10,000

Estimates were also provided by R&B for reimbursable, such as document printing, which could be expected for the added services. The estimates totaled $10,000. When authorized by the County, reimbursable would be paid on documented actual costs to R&B.

Additionally, as this contract was based on standard American Airlines contract documents, many terms and conditions that are standard in MDAD/County contracts or are required by County ordinances and resolutions are not contained in this contract. This amendment adds the contractual language to bring this agreement into conformance with these standards. Specifically, this amendment:

- includes IG and IPSIG provisions;
- incorporates County limitations on reimbursable travel expenses;
- provides the County with the ability to incorporate federal contracting requirements into construction documents should projects become eligible for federal funding;
- conforms the design professionals' duties under the agreements with their duties specified in the construction documents.
- changes the indemnification wording to conform to Florida Statutes;
- incorporates requirements regarding document (plans and specifications) security pursuant to Florida Statutes 119.071(3)(b); and
- makes the contract subject to the laws of the State of Florida retroactively from the start of the contract. (Because the contract was originally with American, the governing law for this contract is Texas.)

ORIGINAL AGREEMENT	As Awarded by AA	$2,125,000

AMOUNT:	As Assigned to the County $2,969,872
PREVIOUS COUNTY MODIFICATIONS	None
AMOUNT OF RECOMMENDED MODIFICATION:	$ 676,102
ADJUSTED AGREEMENT AMOUNT:	$ 3,645,974
PERCENT CHANGE THIS MODIFICATION FROM ASSIGNED AMOUNT:	23%
INITIATING FACTOR(S) FOR AMENDMENT:	☐ Regulatory Change ☐ Other Agency Request Change ☐ Design Errors Change ☐ Design Omissions Change ☒ County Requested Change ☐ Unforeseen/Unforeseeable Change ☐ Other

TRACK RECORD/MONITOR

FIRM:	Ross & Baruzzini, Inc.
COMPANY PRINCIPAL(S)	Craig A. Toder, Nancy A. Richter, Donald K. Ross, Michael E. Shea, David A. Kipp, and William H. Overturf, III
COMPANY QUALIFIER(S):	John Anthony Palmieri
COMPANY EMAIL ADDRESS:	NRichter@rossbar.com
COMPANY STREET ADDRESS:	6 South Old Orchard
COMPANY CITY-STATE-ZIP;	Webster Groves, MO 63119
YEARS IN BUSINESS:	54 Years
PREVIOUS EXPERIENCE WITH COUNTY (PAST FIVE YEARS):	Current agreement for a total of $ 2,969,872 (see attached DBD A&E Firm History Report)
CONSULTANT PERFORMANCE:	No information is available in the Capital Improvement Information System database for this Architect/Engineer. According to the project manager, this firm's performance on the current contract is satisfactory and in compliance with its contractual obligations.

CONTRACT MEASURES: The original agreement provides for the design professional to consider utilizing B/H/WBE firms, but such utilization was voluntary. The voluntary participation by the prime to date is 8.5% HBE. However, this provision is no longer included since B/H/WBE firm certifications are no longer available.

In reviewing the current amendment, it was determined that there was no opportunity for additional measures due to the nature of the service to be provided.

CONTRACT MANAGER NAME/PHONE/EMAIL: Juan Carlos Arteaga (305)869-5694 JCArteaga@miami-airport.com

PROJECT MANAGER NAME/PHONE/EMAIL: Juan Carlos Arteaga (305)869-5694 JCArteaga@miami-airport.com

SBA REVIEW: Yes

LEGAL SUFFICENCY: Yes

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: October 16, 2007

FROM: R. A. Cuevas, Jr. 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**

MEMORANDUM

TO: Jose Abreu, Director
Aviation Department

DATE: August 23, 2007

FROM: Penelope Townsley, Interim Director
Small Business Affairs/DPM

SUBJECT: Amendment #1 – PDS Design and QA/QC Project No. MIA-775A

Small Business Affairs has reviewed the subject agreement and has no issues with the amendment request. The original agreement provides for the design professional to consider utilizing Black/Hispanic and Women-Owned Business Enterprise (B/H/WBE) firms, but such utilization was voluntary. The voluntary participation by the prime to date is 8.5% HBE. However, this provision is no longer included since B/H/WBE firm certifications are no longer available.

c: Howard Gregory, MDAD
Alice Hidalgo-Gato, SBA/DPM
Betty Alexander, SBA/DPM

FIRST COUNTY AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ROSS & BARUZZINI, INC. FOR PDS DESIGN AND QA/QC FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS FIRST COUNTY AMENDMENT, entered into this _____ day of _____, 2007 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ross & Baruzzini, Inc., herein referred to as the "Design Professional".

WITNESSETH:

WHEREAS, on September 18, 2002, American Airlines, Inc. (American) and the Design Professional entered into Design Services Agreement MIA-775-A, PDS Design and QA/QC, 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, on December 30, 2004, Ross & Baruzzini Transportation Services, Inc. was merged into the parent company, Ross & Baruzzini, Inc; and

WHEREAS, the parties hereto wish to extend the term of the Agreement, increase the funds available for construction phase services, and to incorporate such contractual terms and conditions that are typically required in County agreements; and

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

1. In the Table of Contents delete reference to Exhibits "BB" and "HH".

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

3. 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.

4. In Article s 2.11 and 2.29 delete the words "prepared by the Program Manager."

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."

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9. Delete Article 4.3.

10. Delete Article 4.8.

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

12. In Article 9.6 in the first 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.

13. Delete Article 12.1

14. Delete Article 14, Indemnity.

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

16. Delete Articles 17.2 and 17.3.

17. Delete Article 18.1(1).

18. Delete Article 23, Confidentiality.

19. Delete Article 25.1.

20. Delete Article 32.1.

21. In Article 33.1, delete the last sentence:

22. Delete Article 34, Third Party Rights.

23. Delete Article 36, Black/Hispanic/Women Business Enterprise (B/H/WBE) Participation

24. Delete Article 37, Mailing Address.

25. 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, including the three (3) previously issued change orders by American. Where provisions elsewhere in the Agreement, as previously amended, 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

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reference to American shall be deleted. All references to American in Articles 26 and 38 shall remain in full force and effect.

38.4. The term of this Agreement shall be extended for five (5) years and such extension shall begin upon execution by the parties of this amendment and shall be in effect until all Design Professional services are completed or until those Task 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 these terms and conditions shall prevent the County from exercising those rights to terminate the Agreement as provided to American in the Agreement.

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

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

38.7. Add the following definitions:

38.7.1. "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.

38.7.2. "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.

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

38.8. The term Not to Exceed Fee shall have the same meaning for each Phase Milestone or other portion of the services for which a fee is separately stated as it does for the total fee for all services to be rendered by the Design Professional under this Agreement. Payment for services and deliverables required in a Phase Milestone and/or a Task Order shall not be more than the Not to Exceed Fee for the Phase Milestone or Task Order. Should services or deliverables for a Phase Milestone and/or Task Order not be completed at the time payments to the Design Professional equal the Not to Exceed Fee for the Phase Milestone or Task Order, the Design Professional shall complete such services and deliverables at no additional cost to the Owner.

38.9. 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 38.8.

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.

38.10. No services under this Agreement subsequent to the assignment of the Agreement to the County shall be performed by the Design Professional prior to the receipt of a written and executed Task Order directing the Design Professional to perform or modify the performance of any portion of the services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such services. Task Orders may be issued stipulating a payment method based on either a hourly basis, lump sum amount, or other mutually agreed upon method. Task Orders may also be used to cancel or terminate previously issued Task Orders or other services authorized prior to or after the effective date of this Amendment.

38.11. Notwithstanding the provisions of Article 9.15, the Design Professional's review and interpretation shall be in writing and returned to the Owner within four (4) working days after receipt of the question(s) by the Design Professional.

38.12. The Design Professional shall attend weekly construction coordination meetings. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Project and with other Owner contractors.

38.13. The Design Professional shall examine and review with the Owner, all substitution requests involving materials, articles, or equipment that may be designated by a brand or a trade name or the name of the manufacturer. The Design Professional shall return their final decision to the Contractor within 21 calendar days from the date of its receipt. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. The Design Professional may request the Contractor to resubmit such shop drawings, descriptive data and samples as may be required.

38.14. The Design Professional shall, at the request of the Owner, provide an analysis and review comments on claims. The Design Professional will be allowed full and complete access to all of the Contractor's personnel, documents, work sites or other information reasonably necessary to investigate any claim. The Design Professional's review and comments shall be returned to the Owner as expeditiously as possible, being aware that the Owner must either recognize or deny the claim within 60 days of its receipt.

38.15. Relative to the requirements for Design Professional's certification for payment set forth in Article 9, the Design Professional shall meet with the Project Manager and the Contractor within five (5) days from submittal of the Contractor's draft application for payment. The attendees shall reach a consensus on the status of the draft application relevant to non-conforming work quality, incipient faults, percentage complete, and status of the record drawings. Any disagreements with the Contactor on the status of the work, insufficient substantiating data and summary/reporting inaccuracies should be resolved. Should any amounts remain in dispute they will be excluded from the Contractor's formal application.

38.16. In addition to the requirements contained in Article 9.18, the Design Professional when requested by the County shall participate in the Change Management Process to include proposal review with comments, negotiations, and the signing of the subsequent work order. The Change Management Process, and the timing of the included steps, shall be per the flow chart attached hereto as Attachment 1.

38.17. The Contractor will be provided a complete set of Contract Documents for recording as-built information. These Contract Documents will be kept on the job site at all times and all changes marked in red as the work progresses. The field representative will coordinate the review of as-built drawings/specifications at least weekly by the Design Professional. An as-built drawings/specifications review log will be signed by each Design Professional discipline representative attesting to its review of the as-built drawings/specifications. A copy of the log will be attached to the minutes of the weekly construction coordination meeting. The field representative will report on the status of the as-built drawings/specifications at the weekly construction coordination meeting. Upon completion of the work and prior to approval of the application for final payment, the complete set of as-built drawings/specifications will be delivered to the field representative.

38.18. Substantial Completion shall occur when the Design Professional issues a Certificate of Substantial Completion. The Contractor is entitled to Substantial Completion when only minor punch list items are pending, and when the Work can fully be used for the use for which it was intended.

38.19. Subsequent to Substantial Completion and before Final Completion, the Contractor will provide to the Design Professional a copy of the resultant punch list derived from the inspection of the work. The Design Professional shall review and provide comments as to the completeness of the list within five (5) calendar days.

38.20. The Contractor, the Project Manager, and the Design Professional shall conduct a joint warranty inspection nine (9) months after the date of the Certificate of Substantial Completion.

38.21. In the event that the County designates a particular project, or portion of a project, to be eligible for federal funding, the Design Professional shall modify their Plans and Technical Specifications to contain provisions complying with the applicable federal requirements, including but not limited to:

- Buy American Preference – Title 49 U.S.C. Chapter 501
- Civil Rights Act of 1964, Title VI – Contractor Contractual Requirements – 49 CFR part 21
- Airport and Airway Improvement Act of 1982, Section 520 – Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees – 49 CFR part 26
- Access to Records and Reports – 49 CFR part 18.36
- Disadvantaged Business Enterprise – 49 CFR part 26
- Energy Conservation – 49 CFR part 18.36
- Breach of Contract Terms – 49 CFR part 18.36
- Rights to Inventions – 49 CFR part 18.36
- Clean Air and Water Pollution Control – 49 CFR part 18.36(i)(12)
- Trade Restrictions Clause – 49 CFR part 30
- Veteran's Preference – Title 49 U.S.C. 47112
- Davis Bacon Labor Provisions – 29 CFR part 5
- Equal Opportunity Clause – 41 CFR part 60-1.4
- Certification of non-Segregated Facilities – 41 CFR part 60-1.8
- Notice of Requirement Affirmative Action – 41 CFR part 60-4.2
- Equal Employment Opportunity Specification – 41 CFR part 60-4.3
- Termination of Contract – 49 CFR part 18.36
- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR part 29
- Contract Work Hours and Safety Standards Acts Requirements – 29 CFR part 5.

Such modification shall be performed at no additional cost to the Owner at any time prior to submittal of the 100% Contract Documents. Modifications required after submittal of the 100% Contract Documents are Additional Services.

38.22. 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 Design Professional a non-exclusive license of the copyright to the Design Professional for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the

Design Professional shall not disclose, release, or make available any document to any third party without prior written approval from the Owner.

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

At the Owner's option, the Design Professional may be authorized by Task Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Design Professional 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.

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

38.23. Inspector General: Pursuant to Miami-Dade County Code Section 2-1076, Miami-Dade County has established the Office of Inspector General, which may perform random audits, inspections and reviews of all County contracts throughout the duration of each contract.

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 Design Professional 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 Agreement, for examination, audit, or reproduction, until 3 years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

(1) If this Agreement is completely or partially terminated, the Design Professional shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Design Professional shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement 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 Agreement 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 stated in the Special Conditions, this Agreement is federally or state funded where federal or state law or regulations preclude such a charge or are Miami-Dade Aviation Department contracts with bond financing. The source of funding for this Agreement is revenue bonds.

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 contractor, 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 contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1. The provisions in the section shall apply to the Design Professional, its officers, agents, employees, subcontractors, subconsultants, and suppliers. The Design Professional shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Design Professional in connection with performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Design Professional or third parties.

38.24. The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Design Professional and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement requirements; 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 limited to, project design, establishment of bid specifications, bid submittals, activities of the Design Professional, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar days written notice to the Design Professional from an IPSIG, the Design Professional 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 Design Professional's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the Agreements, including, but not limited to, original estimate files; change order estimate files; 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 Agreement documents; back-charge documents; and 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.

The provisions in the section shall apply to the Design Professional, its officers, agents, employees, subcontractors, subconsultants, and suppliers. The Design Professional shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Design Professional in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Design Professional or third parties.

38.25. 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.

38.25.1. 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.

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

38.26. 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.

38.26.1. 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 Amendment to the Agreement.

38.26.2. 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.

38.27. 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.

38.28. Except as may be provided elsewhere in this Agreement, the Design Professional shall treat all information related to this project as public information in compliance with the Florida Statutes, including Chapter 119, "Public Records."

38.29. 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.

38.30. 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 September 18, 2002, the effective date of this Agreement.

38.31. 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.

38.32. 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.

38.33. The Design Professional shall provide the County with six hard copies and two electronic versions (in AutoCAD *.dwg format or similar format) (CD media preferred) of the Plans, and six hard copies and two electronic versions in Microsoft Word or similarly readable format of the Program Manual unless otherwise directed by the County. Printing costs of these sets shall be a reimbursable expense as provided by this Agreement.

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

Project Manager
Miami-Dade Aviation Department
Mailing Address: PO Box 025504, Miami, Florida 33102-5504
Physical Location: Miami International Airport,
Building 3030, 2nd Floor
Miami, Florida 33122

26. Delete Exhibit BB.

27. In Exhibit FF, Item No. 2, add the following to the end of this item

- In addition to any other services required by this Agreement, the Design Professional shall to the extent described in the proposal dated January 29, 2007:

  a. Provide construction phase services and continue with its existing responsibilities under the existing agreement with MDAD through June 27, 2011.

  b. The balance of the funding required to complete these construction administration services through June 27, 2011 is a Not to Exceed Amount $ 610,896.

28. In Exhibit FF, Item No. 2, delete the eighth bulleted item that reads as follows: "The budget for this scope of work…quality control/assurance."

29. In Exhibit FF, Item No. 3, change the schedule of performance to read as follows:

- D- Extension 775A1

  - 30-Sept-2002—Schematic Design with Detailed Statement of Probable Construction Costs.
  - 30-Sept-2002—65% Construction Documents with Design with Detailed Statement of Probable Construction Costs.
  - 15-Oct-2002—100% Construction Documents with Design with Detailed Statement of Probable Construction Costs.
  - NTP to 1- April 2007—Construction QA/QC

- C-D Infill 775B

  - 14-Jan-2003—Schematic Design with Detailed Statement of Probable Construction Costs.
  - 14-Jan-2003—65% Construction Documents with Design with Detailed Statement of Probable Construction Costs.
  - 12-Feb-2003—100% Construction Documents with Design with Detailed Statement of Probable Construction Costs.
  - NTP to 1- Nov 2007—Construction QA/QC

- A-C 775-C

  - 15-Oct-2003—Schematic Design with Detailed Statement of Probable Construction Costs.
  - 15-Oct-2005—65% Construction Documents with Design with Detailed Statement of Probable Construction Costs.
  - 30 March 2006—100% Construction Documents with Design with Detailed Statements of Probable Construction Costs.
  - NTP to June 27, 2011—Construction QA/QC

30. In Exhibit FF, Item No. 4, delete the paragraph that reads as follows "Twenty-Four Thousand ...($126,031.00)" and substitute the following:

The total amount for this scope of work has been established at a not to exceed amount of Three Million, Six Hundred and Forty-five Thousand, Nine Hundred and Seventy-four dollars and No Cents ($3,645,974) which includes Additional Services in the amount of Fifty-five Thousand, Two Hundred and Six Dollars and No Cents ($55,206) and Reimbursable Expenses of One Hundred and Thirty Six Thousand, Thirty-One Dollars and No Cents ($136,031). This amount includes all costs associated with the NTD Premise design, design coordination and quality control/assurance.

31. In Exhibit FF, add Item No. 5, entitled "Additional Services" as follows:

Pursuant to Article 10, an allowance for Additional Services is hereby established in the Not to Exceed Amount of Fifty-five Thousand, Two Hundred and Six Dollars and No Cents ($55,206).

32. In Exhibit FF, change Item No. 6 to read as follows:

Attached exhibits pertaining to this contract are DD, EE, FF, I, M.

Add hourly rate classification for the following:

Construction Specialist $30.00 - $40.00

33. Delete Exhibit HH.

34. In consideration of this First County Amendment, the Consultant releases County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for all costs incurred arising out of or in connection with the Agreement prior to the effective date of this First County Amendment. The effective date of this First County Amendment is hereby defined as the date it is executed by the County Manager.

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.

(the remainder of this page is intentionally left blank)

CONFIDENTIALITY AFFIDAVIT

STATE OF MISSOURI

COUNTY OF ST. LOUIS

Before me, the undersigned authority appeared, I. DAVID A. KIPP
Who stated:

1, This affidavit is for the Proposal Documents for:

Project Name: PDS DESIGN AND QA/QC
Project No.: MIA - 775-A

2, I am the ([redacted]) (Authorized Representative) for :

ROSS & BARUZZINI, INC
Name of Firm

6 SOUTH OLD ORCHARD, WEBSTER GROVES, MO 63119
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).

David A. Kipp
Signature

VICE PRESIDENT
Title

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

I, DAVID A KIPP
Printed Name

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

Nancy A Richter
Signature of Notary Public

NANCY A RICHTER
Print, type or stamp name of notary public

Notary Commission Number: 06398689 My Commission Expires: 12/30/2010

Notary Stamp or Seal:
NANCY A. RICHTER
My Commission Expires
January 30, 2010
St. Louis City
Commission #06398689

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

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:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

BY ITS BOARD OF COUNTY COMMISSIONERS

_____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

By:_____

Ross & Baruzzini ~~Transportation Services~~, Inc.

_____

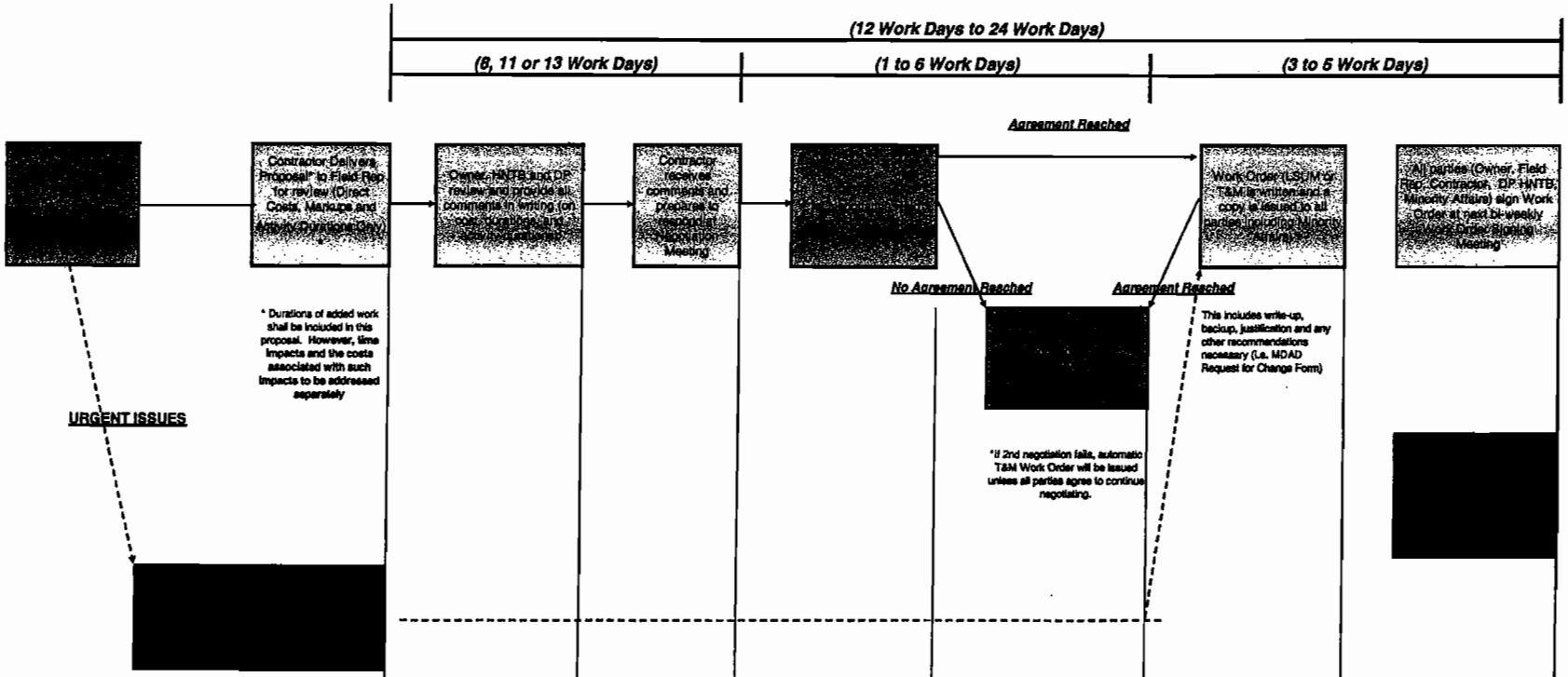
(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By:_____
Assistant County Attorney

Accepted and OK. Mike Adams 4/17/07

Change Management Process



Proposals <100K	Work Day 0	Work Day 7	Work Day 8	Next Twice Weekly Change Meeting (1 to 3 Work Days)	Next Twice weekly Change Meeting (2 to 3 Work Days)	2 Work Days After Agreement	Next Twice weekly Work Order Sign Off Meeting (1 to 3 Work Days)
Proposals 100K - 500K	Work Day 0	Work Day 10	Work Day 11	Next Twice Weekly Change Meeting (1 to 3 Work Days)	Next Twice weekly Change Meeting (2 to 3 Work Days)	2 Work Days After Agreement	Next Twice weekly Work Order Sign Off Meeting (1 to 3 Work Days)
Proposals >500K & Extraordinary Proposals	Work Day 0	Work Day 12	Work Day 13	Next Twice Weekly Change Meeting (1 to 3 Work Days)	Next Twice weekly Change Meeting (2 to 3 Work Days)	2 Work Days After Agreement	Next Twice weekly Work Order Sign Off Meeting (1 to 3 Work Days)

* Proposals must be complete and include detailed cost breakdowns of material, labor (including hourly rates) and equipment. This should also include all relevant drawings and initiating documents.

North Terminal Development Consolidation Program

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