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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2007

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

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

From: George M. Burgess
County Manager

R-1293-07

Subject: Resolution Approving First County Amendment to the Technical Services Agreement Relating to the MIA Mover Automated People Mover System Project Agreement at Miami International Airport, Project No. J104A, MDAD-L+E -07-07, in the amount of $10

RECOMMENDATION

It is recommended that the Board approve the Resolution authorizing a First County Amendment to the Technical Services Agreement relating to the MIA Mover Automated People Mover (APM) System Project Agreement (Agreement) between Miami-Dade County and Lea+Elliott, Inc. (L+E), and authorize the Mayor or his designee to execute the First Amendment attached hereto, and exercise any cancellation, termination or renewal provisions contained therein.

SCOPE

Miami International Airport (MIA) is located within Commission District 6. However, the impact of this agenda item is countywide in nature as MIA is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The impact associated with this amendment is $10 and other consideration. Reference to "other valuable consideration" includes the obligations of each party under the agreement and is necessary to create a legally binding agreement. Because L+E is promising to change its obligations under the contract, the County must also grant something of equal value. Funding for this project in the amount of $13,900,832.00, comes from the MIA Capital Improvement Program (CIP) and the Florida Department of Transportation (FDOT). To date, L+E has invoiced $6,417,875 on this project; the remaining funding balance is $7,482,956.

TRACK RECORD/MONITOR

According to Miami-Dade Aviation Department (MDAD) Project Managers Franklin Stirrup (MIA Mover), Juan Carlos Arteaga (North Terminal Development/NTD), and Arthur Buck (E-Satellite), L+E has been involved in the MIA Mover, and North Terminal Automated People Mover (APM) projects since the planning stage. L+E has assisted MDAD throughout the Procurement, Award, Design, Manufacturing and Installation phases of the North Terminal APM project and the programming and ongoing procurement phase of the MIA Mover project. L+E is a professional organization that has performed exemplary services for MDAD on these projects. Staff is well respected by MDAD, and considered essential to the successful completion of the MIA Mover Project and the North Terminal Development Program. MDAD Project Manager Franklin Stirrup will monitor this contract.

BACKGROUND

The County determined in the planning, procurement, implementation and project management and controls phases for the MIC/MIA Connector project (aka MIA Mover) that it needed specialized technical knowledge of automated guideway transit systems, and requested Dade Aviation Consultants (DAC) to assist in the effort. DAC, not having in-house technical expertise needed for such a project,

sought outside assistance with County approval through a public solicitation process similar to the County's own consultant solicitation and selection process. The respondents to the solicitation were evaluated with the advice and counsel of MDAD and Miami-Dade Transit (MDT) staff, who participated on the Selection and Negotiating Committee. The firm of Lea+Elliott, Inc., an internationally known transportation consultant considered one of the industry's leaders in automated transit systems with extensive experience in airport transit projects, was selected and an agreement negotiated with oversight from the Office of the Inspector General (OIG).

The Agreement included a provision that the Agreement could be assigned to Miami-Dade County (County), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, and the County has exercised its rights to such assignment of the Agreement through an accompanying item on today's agenda. In that the County has terms and conditions that are standard to professional services agreements it enters into -- such as indemnification, insurance, and the Inspector General provisions -- the County desires to have those terms and conditions included into the Agreement through this First Amendment.

PROJECT:	MIC-MIA Connector System Consultant for the MIA Mover Automated People Mover System
PROJECT NO.	J104A, MDAD L+E Agreement-07-07
PROJECT LOCATION:	Miami International Airport ("MIA")
COMPANY NAME:	Lea + Elliott, Inc.
AMOUNT OF THIS AMENDMENT:	$10.00 (ten dollars) and other valuable consideration.
AMOUNT OF AGREEMENT:	$13,900,832.00 including an Inspector General Audit Account for $34,408.00
RECOMMENDED TERM OF AGREEMENT:	This term of this Agreement shall be in effect until all Services are completed.
CONTRACT MEASURES:	The original solicitation by DAC and subsequent contract with L+E included Women, Hispanic and Black Business Enterprise (WBE, HBE and BBE, respectively) contract measures. As the County was prohibited from continuing with the B/H/W Programs, Lea+Elliott voluntarily has agreed to continue working with their subconsultants.
SUBCONSULTANTS:	Carney Neuhaus, Inc., Ronald E. Frazier & Associates, LKG-CMC, Inc., PACO Group, Inc., and PB Americas, Inc.
COMPANY PRINCIPAL(S):	Jack Norton – President, Philip Castellana – Chairman of the Board, David M. Casselman, AIA – Executive Vice President
LOCATION OF COMPANY:	7200 Corporate Center Drive, Suite 510, Miami, Florida 33126

YEARS IN BUSINESS: 34 years (since 1973)

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN: Corporation – Employee Stock Ownership Program
Male – 71% Female – 29%

PREVIOUS EXPERIENCE WITH COUNTY (PAST FIVE YEARS): 1998 was the Original agreement with American Airlines which was an Agreement for NTD assigned from American Airlines to MDAD in 2005, total $11,196,299.

USING DEPARTMENT: Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 4, 2007

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

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)
12-04-07

RESOLUTION NO. R-1293-07

RESOLUTION AUTHORIZING FIRST COUNTY AMENDMENT TO THE TECHNICAL SERVICES AGREEMENT RELATING TO THE MIA MOVER AUTOMATED PEOPLE MOVER SYSTEM PROJECT AGREEMENT AT MIAMI INTERNATIONAL AIRPORT PROJECT NO. J104A, MDAD L+E 07-07, BETWEEN MIAMI-DADE COUNTY AND LEA + ELLIOTT, INC., IN THE AMOUNT OF $10 AND OTHER CONSIDERATION, AUTHORIZING COUNTY MAYOR OR HIS 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 authorizes a First County Amendment to the Technical Services Agreement relating to the MIA Mover Automated People Mover System Project Agreement at Miami International Airport, Project No. J104A, MDAD L + E 07-07, between Miami-Dade County and Lea + Elliott, Inc., in substantially the form attached hereto and made a part hereof in the amount of $10 and other consideration, which amendment modifies various terms and conditions; authorizes County Mayor or his designee to execute same 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 **Joe A. Martinez** 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	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**absent**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**absent**	Rebeca Sosa	
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 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. DBM

Deborah Bovarnick Mastin

FIRST COUNTY AMENDMENT TO TECHNICAL SERVICES AGREEMENT
RELATING TO THE MIA MOVER AUTOMATED MOVER SYSTEM PROJECT
MDAD-L+E AGREEMENT-07-07

This first County amendment, to the Technical Services Agreement as assigned to and assumed by Miami-Dade County ("the County"), is entered into this _____ day of 2007 by and between Miami-Dade County and Lea + Elliott, Inc.

DAC and Lea + Elliott entered into Technical Services Agreement No. DAC-TSC-0018 (Agreement) on July 20, 2000, to perform certain consulting services as more specifically set forth in the Agreement, and as amended by Amendment Number 1, effective the 23rd day of April, 2003 and Amendment Number 2, effective the 17th day of August, 2005, and

WHEREAS, the County determined in the planning, procurement, implementation and project management and controls phases for the MIC/MIA Connector project (aka MIA Mover APM System) that it needed specialized technical knowledge of automated guideway transit systems, and requested DAC to assist in the effort; and

WHEREAS, DAC not having in-house technical expertise needed for such a project sought outside assistance with County approval through a public solicitation process similar to the County's own consultant solicitation and selection process; and

WHEREAS, the respondents to the solicitation were evaluated with the advice and counsel of MDAD and MDT staff, who participated on the Selection and Negotiating Committee; and

WHEREAS, the firm of Lea+Elliott, Inc., an internationally well-known transportation consultant considered one of the industry's leaders in automated transit systems with extensive experience in airport transit projects, was selected and an agreement negotiated with oversight from the Inspector General's office; and

WHEREAS, the Agreement included a provision that the Agreement could be assigned to Miami-Dade County (County), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, and

WHEREAS, the County has exercised its rights to such assignment of the Agreement, and

WHEREAS, the County has assumed the Agreement, and

WHEREAS, the County also has certain terms and conditions that are standard to professional services agreements it enters into and desires to have those terms and conditions included into the Agreement.

NOW, THEREFORE, for $10.00 (ten dollars) and other valuable consideration and in consideration of the premises contained herein, the parties hereto agree as follows:

1. The effective date of this Amendment shall be the date the County Manager executes this amendment of the assigned Agreement.

2. Except as otherwise noted in the following subsections, all references to DAC in this Agreement are changed to Owner.

   2.1. At Articles 1.6 and 2.17 the references to DAC are retained.

   2.2. At Articles 2.18, 2.20, and 5.2 the references to DAC are deleted rather than changed to Owner.

   2.3. At Article 2.19 the references to DAC are changed to MDAD.

   2.4. AS-BUILT DRAWINGS: Reproducible drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents based on marked-up as-built prints, drawings and other data furnished by the Contractor.

   2.5. CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Consultant in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.

   2.6. CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.

   2.7. DAYS: Reference made to days shall mean consecutive calendar days.

   2.8. DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

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

3. Delete Article 1.7 in its entirety and replace with the following:

1.7 DEPARTMENT (MDAD): Miami-Dade Aviation Department, a department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).

4. Delete Article 1.17 in its entirety and replace with the following:

1.17 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. Whenever performance of the Services authorized by the Service Order are critical to or may impact the progress and schedule of the Project, the Service Order shall include milestones, a schedule for meeting those milestones, and consequences for failure of the Consultant to meet those milestones within the specified schedule.

5. Delete Article 2.1 in its entirety and replace with the following:

2.1 INDEMNIFICATION AND HOLD HARLMLESS

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

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

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

6. Delete the introductory paragraph to Article 2.2 in its entirety and replace with the following:

The Consultant shall not perform any services under this Agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. The Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

Consultant shall provide (at its own cost):

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

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

   *Under no Circumstances are vehicles permitted on the A.O.A. side without increasing automobile coverage to $5,000,000. Only company owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following the date of submittal by the Consultant of the Report of Contract Completion.

C. **Commercial General Liability Insurance** on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.

D. **Professional Liability Insurance (Errors and Omissions),** in an amount not less than $1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of the liability providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person or firm employed by him in connection with this Agreement. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

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

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

Upon approval of this Agreement by the Mayor, as authorized by the Board of County Commissioners (BCC), the Consultant shall, within fourteen (14) calendar days, furnish the County photocopies of its professional liability insurance policy and certificates of insurance.

Right to Examine: The Owner reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Consultant agrees to permit such inspection at the offices of the Owner.

Compliance: Compliance with the requirement of this article shall not relieve the Consultant of its liability under any other portion of this agreement or any other agreement between the Owner and the Consultant.

Cancellation of any insurance or non-payment by the Consultant of any premium for any insurance policy or bonds required by this contract shall constitute a breach of this contract. In addition to any other legal remedies, Miami-Dade County at is sole option may terminate this contract or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Consultant.

7. Modify Article 2.7.1 as follows:

2.7.1 Add the words "seven (7) days" in the second sentence after the words "DAC will give." (Note that pursuant to section 2 of this amendment, the term DAC will become Owner.)

2.7.2 Add the following paragraph:

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other consultant(s). Upon receipt of written "Notice of Termination", the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein all documents for the Services performed, including, reports, correspondence, and all other relevant materials affected by the termination.

3 Modify Article 2.10 by deleting the second through the last paragraphs and replacing them with the following sub-Articles:

2.10.1 Inspector General: Pursuant to Miami-Dade County Code Section 2-1076, Miami-Dade County has established the Office of Inspector General, which is required to perform mandatory random audits on all County contracts throughout the duration of each contract.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and

programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract.

Upon 10 days prior written notice to Consultant from the Inspector General the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultants possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instruction, financial documents construction documents, proposal and contract documents, back charge documents, 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 Consultant, its officers, agents, employees, subcontractors, and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant 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 Consultant or third parties.

2.10.2 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 Consultant 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 Consultant, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar days written notice to the Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the 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 this section shall apply to the Consultant, its officers, agents and employees. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of 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 Consultant or third parties.

4 Modify Article 2.12.2 by adding the words "and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida" to the end of the sentence.

5 Add the following sub-Articles to Article 2.12:

2.12.3 As directed by MDAD, documents prepared by the Consultants 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 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.

2.12.4 In accordance with Florida Statutes 119.07 (3) (ee), entitled "Inspection, Examination, and Duplication of Records; Exemptions", all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; 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.

2.12.5 In addition to the above requirements in this Article, the Consultant shall be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, Miami- Dade County, and MDAD.

6 Delete Article 2.16 in its entirety and replace with the following:

2.16 AIRFIELD OPERATIONS AREA (AOA) SECURITY:

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

2.16.2 In order to maintain high levels of security at MIA, the Consultant must obtain MDAD authorized identification badges for all the Consultant employees working in the Security Identification Display Area (SIDA) or any other secured area of the Airport. All Consultant employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history record checks.

2.16.3 The Consultant shall be responsible for requesting MDAD to issue identification badges to all employees who the Consultant requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all

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

2.16.4 All employees of the Consultant, or Sub-consultants who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Employers shall maintain a permanent record showing to whom each badge is issued. The Security and Safety Division of MDAD shall provide the identification badges to the Consultant. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

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

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

2.16.6 Only Consultant staff with pictured I.D. shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Consultant shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and

successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

2.16.7 The Consultant agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Consultant from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

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

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

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

fines, which shall be borne entirely by the persons and/or the Contractor.

2.16.10 Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/Homeland Security/ FAA.

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

2.16.12 Consultant agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Consultant agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, Homeland Security, FAA or MDAD upon Consultant's sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, The Consultant shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

7 Modify Article 2.23 by changing the title and address for notice to:

MDAD Deputy Aviation Director
4200 NW 36th St., Bldg. 5A, 4th Floor
P.O. Box 025504
Miami, FL 33102-5504

And add title and address for notice to Consultant as noted herein:

Principal
Lea+Elliott, Inc.
7200 Corporate Center Drive, Suite 510
Miami, FL 33126

8 Add Article 2.30 as follows:

2.30 CONSULTANT PERFORMANCE EVALUATION In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Consultant is advised that a performance evaluation of the services rendered throughout this

Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

9 Delete Article 3.1 in its entirety and replace with the following:

3.1 No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order.

10 All other provisions of this Agreement not expressly changed herein shall remain the same.

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

CONSULTANT:
LEA+ELLIOTT, INC.

By:_____ (CORPORATE SEAL)
President

Attest:_____
Secretary

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA (COUNTY SEAL)

By:_____
Mayor

ATTEST: Clerk

By:_____
Deputy Clerk

Approved as to Form and Legal Sufficiency

_____
Assistant County Attorney