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

Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

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

From: George M. Burgess
County Manager

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

Resolution No. R-392-08

Subject: First County Amendment to the Design Services Agreement for Automated People Mover Systems with Lea + Elliott, Inc., increasing the agreement by $6,400,000

RECOMMENDATION

It is recommended that the Board approve the attached First County Amendment to the Design Services Agreement between Lea + Elliott, Inc. and Miami-Dade County. This First County Amendment increases the agreement by $6,400,000 for an adjusted contract amount of $17,596,299, extends the term of the agreement by two (2) years, and changes the terms and conditions of the agreement.

AMENDMENT NO.: First County Amendment

SCOPE

PROJECT NAME: MIA North Terminal Automated People Mobility Systems

PROJECT NO.: B702A (NTD) and N038A (Maintenance)

CONTRACT NO.: MIA-702-R-1

PROJECT DESCRIPTION: The design and construction of the North Terminal Development (NTD) Automated People Mover System (APM) shall include the planning and procurement; implementation and project management through APM engineering, fabrication, installation, and start-up phases.

PROJECT LOCATION: Miami International Airport

PRIMARY COMMISSION DISTRICT: Miami International Airport is located primarily within Commission District Six, Rebeca Sosa. However, the impact of this agenda 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 ("MDAD")

MANAGING DEPARTMENT: MDAD

FISCAL IMPACT/FUNDING SOURCE

AMENDMENT FUNDING SOURCE:	The sources of funding of the NTD and E Satellite portions of the amendment are from airport revenue bonds and reserve maintenance, respectively.
PTP FUNDING:	No
GOB FUNDING:	No
AMENDMENT DESCRIPTION:	1) Increase agreement amount by $6,400,000 for an adjusted contract amount of $17,596,299, 2) Extend the term of this Agreement for two (2) years, 3) Change the terms and conditions to bring this former American Airlines agreement into conformance with standard County/MDAD agreements.

MONETARY AND TIME JUSTIFICATION

Lea + Elliott, Inc. ("L+E") has been providing professional services as the APM Consultant on the NTD APM System project beginning in 1998. L+E was selected through a competitive procurement process that was established in the Lease and Financing Agreement between Miami-Dade County and American Airlines ("AA"). On June 21, 2005, the Board approved the assignment of this contract from AA as part of the overall transfer of responsibility to the County of the NTD Program.

The original agreement with L+E provided for owner's support and planning services during the procurement and construction of the North Terminal APM system. The APM system, eventually awarded to Sumitomo Corporation of America ("SCOA"), is intended to provide passenger rail transit throughout the North Terminal. Under the original contract between L+E and American, L+E was to provide planning and procurement phase services, including the selection and contracting of the APM System supplier; construction cost estimating and scheduling; the provision of APM facilities design criteria (performance based specifications) for the guideway, passenger stations, and maintenance facility, recommendations of the location, size, and the functional layout for the central control facility; and, the preparation of the contract documents for the procurement of the APM; contract submittal, design audit, and quality assurance reviews; installation and manufacturing oversight, acceptance and demonstration of the APM system including commissioning activities; operations and maintenance support; project management; and, APM contract administration services.

The APM project has encountered several setbacks, which have resulted in higher than expected utilization of L+E services. The original supply/installation agreement with SCOA called for an original substantial completion date of June 1, 2004. In August 2003, the substantial completion date of SCOA was extended by American to November 1, 2006. These delays are the product of the overall delays to the NTD program, as the APM runs throughout the terminal; additionally, installation of the original APM quideway was incorrect, requiring remedial work. During this period, SCOA has continued to work onsite, but at a highly reduced rate. As a result, L+E has expended more hours than expected on this project.

After transfer of the NTD project to the County, SCOA presented various claims to the County, including claims related to the manufactured equipment that would require maintenance and storage throughout the delay period; among this equipment were the trains currently being maintained and stored in Japan (now for 2 years) as well as train control equipment delivered to the site and set up and powered in the Central Control Equipment Room in the Maintenance & Storage Facility. L+E assisted the County in resolving these claims. As a result of these efforts, on September 12, 2006, MDAD Change Order No. 2 was approved by the Board extending the substantial completion date to October 31, 2009, resolving claims through May 2006, and establishing an allowance to address any issues that may arise through the completion of the original scope of work.

However, given the intervening time period, SCOA has presented additional claims to the County. L+E has again assisted the County in attempting to resolve these claims, though no final resolution has been reached. It is expected that resolution of these claims will require a change order to the SCOA contract.

As a result of the delays and claims in the underlying APM contract, the L+E contract has been utilized at a greater than expected rate. MDAD does not believe that there are sufficient funds remaining in the L+E contract to provide the original scope of services through completion of the APM work. L+E's contract had been extended to December 2009 by AA. However, consistent with its practice of not fully funding an agreement for all of the required services and issuing change orders when services are needed, AA only funded the agreement through May 31, 2007. So now we are in the process of fully negotiating and funding the remaining work.

MDAD has requested L+E to continue to maintain a minimal level of support through the delay period and has made efforts to mitigate cost impacts due to delays as much as practical. However, the NTD team's latest budget analysis report projects that funds are expected to run out in their contract by the end of March 2008. 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 services to complete the APM installation in support of the North Terminal Development completion date in 2011. As it is prudent that L+E perform these services through the end of the project, additional funds in the amount of $3,941,800 are now needed.

Presently, the APM project is in varying stages of completion including the manufacturing and factory testing of the APM vehicles, vital train control equipment, power distribution equipment, station doors and several other types of APM System equipment. It should be noted that although the APM vehicles are currently being stored and maintained by Mitsubishi Heavy Industries (MHI) in Mihara, Japan through a detailed work order prepared in coordination with L+E, the NTD team believes that it will soon be able to accept delivery of the trains.

In looking forward it is important that we continue to employ the expertise of the company that developed the performance based specifications of the APM system. These services would include the areas of: installation and manufacturing oversight, acceptance testing and demonstration, operations and maintenance support, and document control and scheduling to ensure that the APM is installed as designed. Failure(s) of an APM System can greatly impact a project leading to delays and increased costs which MDAD and its business partners clearly want to avoid. In addition, it is critical that L+E continue to assist MDAD to safely sustain passenger service of the Concourse E APM System and additional funds in the amount of $2,400,000 are being requested for this function.

The staff being proposed for these services are existing employees of L+E who were involved in its development and have extensive APM experience which is required as part of this project. Also, the breadth and depth of L+E and its team members' expertise on APM systems enable it to focus more quickly on the pertinent facts and issues relating to these systems, and, if necessary, to tap in to its national and international expertise to identify, analyze and/or resolve complex design, construction or other technical issues that may arise. Finally, since L+E represents only Owners of APM Systems and not suppliers of transit or APM systems, this Consultant provides unbiased expertise to the County.

Reimbursables - $ 58,200.00

Estimates were also provided by L+E for reimbursables that could be expected for the added services. The estimates totaled $58,200.00. When authorized by the County, reimbursables would be paid only on documented actual costs to L+E.

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 AMOUNT:	Original AA Fee:	$7,739,597
	As Assigned to the County	$11,196,299
PREVIOUS COUNTY MODIFICATIONS:	None	
AMOUNT OF RECOMMENDED MODIFICATION:	$6,400,000	
ADJUSTED AGREEMENT AMOUNT:	$17,596,299	
PERCENT CHANGE THIS MODIFICATION FROM ASSIGNED AMOUNT:	57%	
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:	Lea + Elliott, Inc.
COMPANY PRINCIPAL(S):	Jack Norton – President, Philip Castellana – Chairman of the Board, David M. Casselman, AIA – Executive Vice President
COMPANY QUALIFIER(S):	Sanjeev N. Shah, P.E.
COMPANY EMAIL ADDRESS:	snshah@leaelliott.com
COMPANY STREET ADDRESS:	7200 Corporate Center Drive, Suite 510
COMPANY CITY-STATE-ZIP:	Miami, FL 33126
YEARS IN BUSINESS:	34 years (since 1973)
PREVIOUS EXPERIENCE WITH COUNTY (PAST FIVE YEARS):	See attached SBD A&E Firm History Report
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Corporation – Employee Stock Ownership Program Male – 71% Female – 29%

COMPLIANCE DATA

CONSULTANT PERFORMANCE:	No information is available in the Capital Improvement Information System database for this Architect/Engineer. Performance on existing contract is satisfactory. Small Business Development has reviewed their records and finds no violations listed for this firm
CONTRACT MEASURES:	Not applicable – the original agreement had the following goals: 10% BBE, 12% HBE, and 10% WBE. The participation by the prime paid to date is 10.1% BBE, 6% HBE, and 7.2% WBE. However, this provision is no longer included since B/H/WBE firm certifications are no longer available.

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 SUFFICIENCY:	Yes	

ASSISTANT COUNTY MANAGER

MEMORANDUM

(Revised)

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

DATE: April 8, 2008

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)
4-8-08

RESOLUTION NO. R-392-08

RESOLUTION AUTHORIZING FIRST COUNTY AMENDMENT TO THE DESIGN SERVICES AGREEMENT RELATING TO THE NORTH TERMINAL AUTOMATED PEOPLE MOVER SYSTEM AT MIAMI INTERNATIONAL AIRPORT, PROJECT NO. B702 AND N038A, MIA 702-R-1, BETWEEN MIAMI-DADE COUNTY AND LEA + ELLIOTT, INC., IN THE AMOUNT OF $6,400,000.00; AND 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 Design Services Agreement relating to the North Terminal Automated People Mover System Project Agreement at Miami International Airport, Project No. B702A and N038A, MIA 702-R-1, between Miami-Dade County and Lea + Elliott, Inc., in substantially the form attached hereto and made a part hereof in the amount of $6,400,000.00, and which modifies various terms and conditions; and 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 **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. 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. DMM

David M. Murray

Memorandum

MIAMI-DADE COUNTY

Date: February 28, 2008

To: Jose Abreu, P.E., Director
Miami Dade Aviation Department (MDAD)

From: Penelope Townsley, Director
Small Business Development (SBD)

Subject: Project No. MIA-702-R-1, First County Amendment to the Design Services Agreement for Automated People Mover Systems with Lea & Elliott, Inc. increasing the agreement by $6,400,000

The subject project was awarded in 1998 with voluntary Minority and Women Enterprise (M/WBE) goals. On October 2, 2001, the courts imposed an injunction on the M/WBE programs for design services. As such, SBD discontinued monitoring of all contracts with M/WBE goals.

No compliance issues are noted with Lea and Elliott, Inc. and its sub-consultants to date.

c: Alice Hidalgo-Gato, CRC Division Director, SBD
Betty Alexander, BPD Division Director, SBD
Milton L. Collins, Director, MDAD – Minority Affairs Division

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FIRST COUNTY AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH LEA + ELLIOTT, INC. FOR NTD APM SYSTEMS FOR THE MIAMI-DADE AVIATION DEPARTMENT

THIS FIRST COUNTY AMENDMENT, entered into this _____ day of _____, 2008 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Lea + Elliott, Inc., herein referred to as the "Design Professional".

WITNESSETH:

WHEREAS, on April 1, 1998, American Airlines, Inc. (American) and the Design Professional entered into a Design Services Agreement, Project No. MIA-702-R, for the planning, procurement, implementation, and project management of the NTD Automated People Mobility System, 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, as a result of unanticipated delays in the performance of the NTD Automated People Mover System work the current contract duration and funding is inadequate to provide for the contemplated services through the completion of the NTD work; and

WHEREAS, to allow the Design Professional to provide services through the completion of the NTD work the parties hereto wish to extend the term of the Agreement, increase the funds available for implementation, installation and manufacturing oversight, acceptance testing and demonstration, project management, and other related 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. In Article 1, entitled "Project Summary:

   a. In 1.1, delete Project Representatives.

   b. In 1.1, Revise Basic Compensation (changes are underscored):

      The Basic Services as defined in Article 5 through Article 9, and any other services in Exhibit "FF" as part of Basic Services, the compensation shall be a Not to Exceed Fee of Fourteen Million, One Hundred Thirty-Nine Thousand, Five Hundred Ninety-Seven Dollars and No Cents ($14,139,597.00) including Reimbursable Expenses. There is also an Allowance Account for Additional

Services in the Not to Exceed Amount of Three Million, Four Hundred Fifty-six Thousand, Seven Hundred, Two Dollars and No Cents ($3,456,702.00).

3. Delete Articles 2.4, 2.14, and 2.18, the definitions of Construction Manager at Risk, North Terminal Development Team or "NTDT", and Program Manager, respectively.

4. In 2.6 delete the words "or the Construction Manager at Risk"

5. In Article 2.9 delete the second sentence and substitute the following:

   The Design Professional will assign a project manager to the Project to coordinate all of its responsibilities under this Agreement. All instructions from the Owner to the Design Professional shall be issued to this project manager.

6. Delete Article 3.2.

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

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

9. Delete Article 3.12

10. Delete Article 4.3.

11. In Articles 4.4 and 4.5, replace the term Change Order with Amendment.

12. In Article 9.5, delete Program Manager and replace the term Construction Manager with Contractor.

13. 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.

14. Delete Article 12.1

15. Delete Article 14, Indemnity.

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

17. Delete Articles 17.2 and 17.3.

18. Delete Article 18.1(1).

19. Delete Article 23, Confidentiality.

20. Delete Article 25.1.

21. Delete the first sentence of 25.2

22. Delete Article 32.1.

23. Delete Article 34, Third Party Rights.

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

25. Delete Article 37, Mailing Address.

26. 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 four (4) 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 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 two (2) 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. "Final Acceptance" means the stage in the progress of the Work that all Work under the Contract Documents has been completed successfully and shall occur when the Design Professional recommends to the Owner and the Owner issues a Certificate of Final Acceptance.

38.7.2. "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.

38.7.3. "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 recommends to the Owner and the Owner 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.

38.7.4. "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 provided that the Design Professional is solely responsible for not completing the task within the specified budget.

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 38.9.

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 an 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, including all requested data from the Contractor to facilitate a proper review. 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.

38.17. The APM Contract is a Design/Build contract. The APM Contractor and the Contractors Engineer of Record are responsible for maintaining 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 Contractor 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 Contractor Engineer of Record 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 construction coordination meeting. The Contractor will report on the status of the as-built drawings/specifications at the 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 Design Professional.

38.18. 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 as Additional Services.

38.19. 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.

38.20. 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.

38.21. 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.

38.22. 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.

38.22.1. 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.

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

38.23. 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.

38.23.1. 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.

38.23.2. 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.

38.24. 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 core staff 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. The Owner may authorize living and traveling expenses if it determines that experts are needed for special assignments. If so, this travel is subject to prior approval by MDAD via a Task Order.

38.25. 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."

38.26. 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.

38.27. 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 April 1, 1998, the effective date of this Agreement.

38.28. 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.

38.29. 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.

38.30. 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.

38.31. 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

27. Delete Exhibit BB.

28. Delete the existing Exhibit EE entitled "Hourly Rates" and substitute the attached Exhibit EE entitled "Hourly Rates"

29. FF, Delete Item No. 1.2, entitled "Schedule for Performance" and substitute the following:

ACTIVITY NO.	DESCRIPTION	COMPLETION DATE
1	Construction Sequence and Schedule Review	Completed
2	Finalize Project Definition	Completed
3	Construction Cost Estimate and Schedule	Completed
4	Facilities Design Criteria Structure/Electrical System Requirements	Completed
5	Determine Procurement Approach	Completed
6	Prepare Contract Documents	
	Draft	Completed
	Review Input	Completed
	Final	Completed
7	Conduct Procurement	Completed
8	Design and Quality Oversight	December 2010
9	Installation and Manufacturing Oversight	December 2010
10	Acceptance Testing and Demonstration which includes Final Acceptance activities	December 2010
11	Operations and Maintenance Support	May 2011
12	Interface Assistance	May 2011
13	APM Contract Administration Services	May 2011
14	Document Control	May 2011

The above schedule is the basis for the Not-to-Exceed Fee stated in Section 1.1, Basic Compensation. The completion dates indicated above may be modified by Task Order to establish and/or modify required service delivery start and finish dates as may be required by the Contractor's schedule.

30. In addition to any other services required by this Agreement, the Design Professional shall continue with its existing responsibilities and shall complete the above activities numbers 8 through 14, entitled Design and Quality Oversight, Installation and Manufacturing Oversight, Acceptance Testing and Demonstration including Final Acceptance Activities, Operations and Maintenance Support, Interface Assistance, APM Contract Administration Services, and Document Control for the Not-to-Exceed Fee of Three Million, Nine Hundred and Ninety-Nine, Two Hundred and Twenty-Seven Dollars and No Cents ($3,999,227) in accordance with the above schedule.

31. In Exhibit FF, Item No. 2, add the following paragraph 15, entitled "MIA Satellite E APM System Support Services":

    a. Task 1 – Programming Phase Support

        i. Provide technical support to the Owner in evaluating the existing condition of the Satellite E APM System.

ii. Support development of alternatives for extending the service life of the Satellite E APM System.

iii. Develop program level information.

iv. Develop potential strategies to implement selected alternatives.

v. Develop procurement documents.

b. Task 2 - Procurement Phase Support

i. Support MDAD in evaluating proposals

ii. Support negotiations and contract award.

c. Task 3 – Implementation Phase Support - provide project management support services to MDAD to include:

1. Design review support to establish conformance with technical and contractual requirements.

2. Provide equipment manufacturing, factory acceptance, quality assurance, and installation oversight services.

3. Provide support for testing and commissioning of contractors work performed to establish conformance with the technical and contractual requirements.

d. Task 4 – Operations and Maintenance Support

e. The total amount for the MIA Satellite E APM System Support Services scope of work is hereby established at a not to exceed amount of Two Million, Four Hundred Thousand Dollars and No Cents ($2,400,000).

32. In Exhibit FF, change Item No. 3 to read as follows:

Compensation Summary

Line Item	From	Increase By	To
Basic Services North Terminal Development	$7,187,377	$3,941,800	$11,129,177
Basic Services MIA Satellite E APM System Support Services	0	$2,400,000	$2,400,000
Additional Services	$3,456,702	0	$3,456,702
Reimbursable Expenses	$552,220	$58,200.00	$610,420.00
Total Compensation Including Additional Services, s, and Reimbursables)	$11,196,299	$6,400,000	$17,596,299

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)

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:_____

LEA + ELLIOTT, INC.

_____
President

(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By:_____
Assistant County Attorney

CONFIDENTIALITY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

Before me, the undersigned authority appeared, John J. Norton
Who stated:

1, This affidavit is for the Proposal Documents for:

Project Name: North Terminal Development Program
Project No.: MIA-702B

2, I am the (Sole Proprietor) (Partner) (President) (Authorized Representative) for :

Lea + Elliott, Inc
Name of Firm

7200 Corporate Center Drive #510 Miami, Fl 33126
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).

Signature

President
Title

The above instrument was sworn to and subscribed before me this 11th February day of 2008 by

John J. Norton
Printed Name

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

Madeline Estrada
Signature of Notary Public

Madeline Estrada
Print, type or stamp name of notary public

Notary Commission Number: DD 673988 My Commission Expires: 7/10/09

NOTARY PUBLIC-STATE OF FLORIDA
Madeline Estrada
Commission # DD673988
Expires: JULY 10, 2009
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Stamp or Seal:

EXHIBIT EE

HOURLY RATES

PROJECT TITLE: **North Terminal Development APM System Consulting Services** **CONTRACT DATED:** **April 1, 1998**

PROJECT NO.: **MIA-702-R** **MDAD CONTRACT NO.:** **MIA-702-R-1**

LEA+ELLIOTT, INC.

FIXED HOURLY RATES FOR PRINCIPALS

Name	Rate
David M. Casselman, AIA	$188.18
Charles Martin, P.E.	$188.18
Wade A. Scott, P.E.	$188.18
Huy P. Huynh, P.E.	$188.18
G. John Kennedy, P.E.	$188.18
Robert Falvey, P.E.	$188.18
Theodore Barker	$188.18
Sanjeev N. Shah, P.E.	$188.18
Ronald Sheahan, P.E.	$188.18

HOURLY RATE FOR EMPLOYEES

Classification	Labor Rate Range
Senior Consultant / Project Manager	$57.69 - $63.55
Senior Architect / Engineer	$46.36 - $57.40
Consultant	$25.87 - $45.92
Technician	$16.24 - $30.27

HOURLY RATES

PROJECT TITLE: **North Terminal Development APM System Consulting Services** **CONTRACT DATED:** **April 1, 1998**

PROJECT NO.: **MIA-702-R** **MDAD CONTRACT NO.:** **MIA-702-R-1**

F.R. ALEMAN ASSOCIATES

FIXED HOURLY RATES FOR PRINCIPALS

Name	Rate
Frank R. Aleman, P.E.	$149.39
Yvette A. Aleman, P.E.	$149.39

HOURLY RATE FOR EMPLOYEES

Classification	Labor Rate Range
Consultant	$44.29 - $51.50
Professional Engineer	$39.14 - $ 44.28
Staff Engineer/Engineer	$25.75 - $39.13
Technician	$19.57 - $25.74
Clerical	$15.00 - $19.56

HOURLY RATES

PROJECT TITLE: **North Terminal Development APM System Consulting Services**

CONTRACT DATED: **April 1, 1998**

PROJECT NO.: **MIA-702-R**

MDAD CONTRACT NO.: **MIA-702-R-1**

RONALD E. FRAZIER & ASSOCIATES, P.A.

FIXED HOURLY RATES FOR PRINCIPALS

Name	Rate
Ronald E. Frazier	$125.00

HOURLY RATE FOR EMPLOYEES

Classification	Labor Rate Range
Project Manager	$37.75
Project Supervisor	$24.00 - $26.45
Project Inspectors	$20.00 - $25.00
Project Architect/Engineer	$27.89
Draftsmen	$15.00 - $18.00
Clerical	$12.00 - $18.00

HOURLY RATES

PROJECT TITLE: **North Terminal Development APM System Consulting Services**

CONTRACT DATED: **April 1, 1998**

PROJECT NO.: **MIA-702-R**

MDAD CONTRACT NO.: **MIA-702-R-1**

LKG-CMC OF FLORIDA, INC.

FIXED HOURLY RATES FOR PRINCIPALS

Name	Rate
Kathy A. McClure	$85.00

HOURLY RATE FOR EMPLOYEES

Classification	Labor Rate Range
Configuration Interface/Management	$27.00
Document Control Manager	$22.00
Document Control Technician	$21.92
Scheduler	$20.00
Clerical Assistant	$12.00