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

Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

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

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

From: George M. Burgess
County Manager

Resolution No. R-458-08

Subject: Baggage Handling System Consultant Agreement with URS Corporation Southern, Project No. B703A5 for $4,731,800

RECOMMENDATION

The attached Project Specific Services Agreement between Miami-Dade County and the firm of URS Corporation Southern has been prepared by the Miami-Dade Aviation Department and is recommended for approval by the Board.

SCOPE

PROJECT NAME:	North Terminal Development (NTD) Automated Baggage Handling System
PROJECT NO.:	B703A5
CONTRACT NO.:	B703A5
PROJECT DESCRIPTION:	Construction administration services for the installation, coordination, and oversight, check-out, testing, commissioning and final acceptance of the North Terminal Development (NTD) Automated Baggage Handling System
PROJECT LOCATION:	Miami International Airport
AGREEMENT AMOUNT:	$4,731,800 including an Inspector General Account of $11,800
DELEGATED AUTHORITY:	The Aviation Director or designee has the authority to expend additional services, reduce the scope of the project, and cancel or terminate the agreement.

BACKGROUND

Siemens is designing and installing the baggage handling system (BHS) for the North Terminal. Successful installation of the BHS is a key to the successful completion of the North Terminal as it is on the critical path for the completion of the North Terminal; additionally, should the baggage system suffer from defects, the North Terminal will not operate with the efficiencies desired by the County. To ensure that Siemens properly performs the installation, American Airlines, pursuant to a competitive solicitation, retained the services of URS Corporation Southern ("URS") to act as the owner's representative for the BHS.

American Airlines' agreement with URS was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines, Inc. and Miami-Dade County approved by the Board on June 21, 2005 by Resolution No. R-735-05. The original agreement lacked several key terms and conditions that are standard in County contracts. In addition, the agreement that was assigned provided for living accommodations (including the payment of utilities, furniture, and telephone expenses) and vehicle leases (including the payment of gas, insurance, and routine maintenance) for personnel assigned full-time to the project who did not have a local permanent residence. Typical agreements for the Miami-Dade Aviation Department ("MDAD") do not provide for these reimbursements for full-time personnel.

During the preceding months prior to the original agreement's June 30, 2006 expiration, MDAD either corresponded or met numerous times with URS to develop an amendment that met the needs and operating requirements of the County while meeting the County's limitations on reimbursable travel expenses. Unfortunately, MDAD was unable to successfully negotiate such an amendment prior to the agreement's expiration.

Recently, the Office of County Attorney has determined that the County may re-engage URS, so long as the scope of the work remains substantially identical to the prior agreement. The Agreement now being recommended is a negotiated lump sum agreement of $4,320,000 for the remaining construction administration services for the (BHS) through the final completion of the system. In addition, the agreement provides for additional services in an amount of $400,000 for possible future changes mandated by the Transportation Security Administration.

To contain costs, and in an effort to avoid future requests for change orders from URS, MDAD staff has negotiated a lump sum agreement for these services. Under this framework, URS is required to manage its resources and personnel to meet and comply with the requirements of the BHS schedule through final completion which is now scheduled to occur March 31, 2011; however, URS is at risk for slippages in the schedule. Additionally, in the event that URS needs to devote more manpower or resources to the work than originally anticipated, that cost is to be borne by URS. This Agreement uses the MDAD standard architect/engineering format to better reflect MDAD's management of the agreement and associated construction. Finally, MDAD concurs with the opinions expressed in the attached correspondence from American Airlines and believes that the participation of URS is critical to the successful completion of the BHS.

URS had two subconsultants as part of the agreement that expired; Cage, Inc and EAC Consulting. In looking forward it is important that we continue to employ the expertise of the companies that developed the performance criteria of the BHS to ensure that it is installed as intended. Failure(s) of the BHS can greatly impact the NTD project leading to delays and increased costs which MDAD and its business partners clearly want to avoid. The staff being proposed for these services are existing employees of URS and its team who are familiar with the project and have extensive BHS experience which is required as part of this project. Having the former "team staff" back is critical and will most certainly help us to do what we need to do to keep this baggage/screening project on track in accordance with the new NTD Program schedule.

PRIMARY COMMISSION DISTRICT:	Miami International Airport is located primarily within Commission District Six.
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	MDAD

MANAGING DEPARTMENT:	MDAD
FISCAL IMPACT/FUNDING SOURCE	
AMENDMENT FUNDING SOURCE	Airport Revenue Bonds
PTP FUNDING:	No
GOB FUNDING:	No
TRACK RECORD/MONITOR	
FIRM:	URS Corporation Southern
COMPANY PRINCIPAL(S)	Joseph Masters, Robert M. Gallen, Richard L. Haury, Judy Rodgers, Kristin L. Jones, and Thomas H. Hicks
COMPANY QUALIFIER(S):	Loyd D. Stark
COMPANY EMAIL ADDRESS:	Bob_Baker@URSCorp.com
COMPANY STREET ADDRESS:	600 Montgomery Street, 26th Floor
COMPANY CITY-STATE-ZIP:	San Francisco, CA 94111
YEARS IN BUSINESS IN FLORIDA:	27 Years
PREVIOUS EXPERIENCE WITH COUNTY (PAST FIVE YEARS):	See attached SBD A&E Firm History Report
CONSULTANT PERFORMANCE:	URS Corporation Southern has a 3.6 average rating for the seven (7) agreements listed in the Capital Improvement Information System database for this Architect/Engineer.
CONTRACT MEASURES:	No contract measure.
COMPLIANCE DATA:	Small Business Development has reviewed their records and finds that there have been no violations listed against this firm on this project or any other County projects.
CONTRACT MANAGER NAME/PHONE/EMAIL:	Juan Carlos Arteaga (305)869-5694 JCArteaga@miami-airport.com
SBD REVIEW:	Yes
LEGAL SUFFICENCY:	Yes

ASSISTANT COUNTY MANAGER

Memorandum

MIAMI-DADE COUNTY

Date: March 26, 2008

To: Susan Pascul, MDAD
Aviation Contract Review & Compliance Coordinator

From: Milton L. Collins, Associate Director
MDAD-Minority Affairs Division

Subject: SBD Project Worksheet - Project #B703A5
Baggage Handling System Consultant Agreement with URS

The Review Committee met on March 19, 2008 and approved the Baggage Handling System Consultant Agreement with URS as a **CBE-A/E No Measure**. Attached is the project worksheet from SBD.

Please note that in accordance with Ordinance 01-103 (as amended), the Ordinance creating the CBE-A/E program, the following Department responsibilities must be adhered to:

1. Subsequent to recommendation by the RC and prior to contract advertisement each department shall **advise SBD of any changes in scope of work of a contract**. SBD shall review the change and recommend to the County Manager whether the contract requires further review by the RC due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners approval. SBD shall review the changes and change orders and recommend to the County Manager whether the contract requires further action by the RC due to the scope of work changes, and report on the prime contractor's current status of CBE-A/E compliance.

2. Each department shall **advise SBD of any contract advertisement dates that are in excess of one hundred and twenty (120) days of initial RC recommendation** to apply a set-aside or a goal in order to allow SBD to identify any changes in availability.

3. Each department shall **advise SBD of any contract canceled or not advertised within one-hundred and eighty (180) days after review by the RC** and the contract must be resubmitted to the RC to re-establish availability.

Please advise if you have any questions.

Attachment (1)

cc: M. Clark-Vincent
J. Carlos-Arteaga
B. Maura
C. Corrales
Project File

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Dept. of Business Development
Project Worksheet

Project/Contract Title:	BAGGAGE HANDLING SYSTEM CONSULTANT AGREEMENT WITH URS CORPORATION SOUTHERN (SIC 871)	**RC Date:**	03/19/2008
Project/Contract No:	B703A5	**Funding Source:**	**Item No:** 1-01
Department:	MIAMI DADE AVIATION DEPARTMENT		
Estimated Cost of Project/Bid:	$4,731,800.00	**Resubmittal Date(s):**	
Description of Project/Bid:	TO ESTABLISH A CONTRACT FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE INSTALLATION, COORDINATION & OVERSIGHT, CHECK-OUT, TESTING, COMMISSIONING AND FINAL ACCEPTANCE OF THE NORTH TERMINAL DEVELOPMENT (NTD) AUTOMATED BAGGAGE HANDLING SYSTEM.		

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	

Reasons for Recommendation

To ensure that Siemens properly performs the installation, American Airlines, pursuant to a competitive solicitation, retained the services of URS Corporation Southern (URS) to act as the owner's representative for the baggage system, and to maintain continuity of services, MDAD entered into an agreement with URS for the remainding scope of services.

This project meets all the criteria set forth in A.O. 3-32, Section V.

SIC - 871 - Construction Administration for Automated Baggage Handling System

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	CBE	$0.00		0
Total		$0.00		

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 96-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** _____ **Bid Preference** _____

No Measure X _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — 3/19/08 Date

County Manager — Date

2008 MAR 27 AM 10:29

MINORITY AFFAIRS

AmericanAirlines®
CORPORATE REAL ESTATE

November 13, 2006

Ms. Susan Pascul
Aviation Department
Contracts Division
P.O. Box 592075
Miami, FL 33159-2075

Re: North Terminal Development – URS Contract Amendment

Dear Ms. Pascul:

American Airlines, Inc. ("American") recommends the approval and execution of the First County Amendment to the contract with URS Corporation (the "Agreement") which extends that contract for an additional five (5) years and adds certain standard County terminology. This Agreement was assigned to Miami Dade County by American through the Fourth Amendment to the Lease, Construction and Financing Agreement between the County and American, dated July 1, 2005.

URS and its sub-consultants designed a complex baggage delivery system for the North Terminal Program based upon performance specifications developed by URS for American. This design includes not only the hardware that physically moves the bags, but also the software logic which is considered the brains of this system. In order to assure that it will perform as designed once the installation is completed, American believes it is absolutely essential that URS remain an active participant throughout the installation, programming and testing of this system.

Therefore, American encourages you to execute this Amendment to the URS Contract to insure that a complete, reliable and fully-functioning enhanced baggage delivery system is provided to support our hub operation at MIA.

Sincerely,

Scott Windham
Managing Director
Corporate Real Estate

P.O. BOX 997990, MD-3030, MIAMI INTERNATIONAL AIRPORT, FL 33299-7990

MEMORANDUM

(Revised)

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

DATE: May 6, 2008

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

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

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)(A)
5-6-08

RESOLUTION NO. **R-458-08**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE A CONTRACT, PROJECT NO. B703A5 WITH URS SOUTHERN CORPORATION IN THE AMOUNT OF $4,731,800 FOR SERVICES RELATED TO THE BAGGAGE HANDLING SYSTEM AT NORTH TERMINAL; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE TERMINATION AND CANCELLATION PROVISIONS THEREOF

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

WHEREAS, URS Southern Corporation has previously been awarded a contract for the identical scope of work pursuant to a competitive process; and

WHEREAS, that contract inadvertently expired despite the work of that contract being incomplete and money remaining unspent; and

WHEREAS, URS Southern Corporation had performed satisfactorily on the prior contract, and the time to competitively procure a new consultant would greatly impact the North Terminal completion schedule,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves award of Contract No. B703A5 to URS Southern Corporation in the amount of $4,731,800.00, and in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof; and authorizes the County Mayor or

his designee to execute same for and on behalf of the County and to execute termination or cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	**aye**
Joe A. Martinez	**absent**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 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.

David M. Murray

Memorandum

Date: March 6, 2008

To: Jose Abreu, P.E.
Aviation Director

From: Dave M. Murray
Assistant County Attorney

Subject: Consultant's Competitive Negotiation Act

You have asked whether the Consultant's Competitive Negotiation Act, Chapter 287.055 et seq., Fla. Stat (2008)(the "CCNA") would prohibit the County from reengaging URS/Cage ("URS"), without further competitive negotiation and selection, in order to complete the project which URS had commenced and substantially performed for American Airlines ("AA"). Based on the facts set forth below, including AA's adherence to the CCNA in its selection of URS, we conclude that the County may do so.

FACTS

The operative facts are as follows and have been derived from our review of the record and our conversations with County Aviation Officials and representatives of American Airlines. Pursuant to the Lease, Construction, and Finance Agreement between AA and the County, AA was to design and construct the North Terminal Development, including the baggage system. AA was required to competitively solicit contracts for design and construction.

AA competitively solicited a contract with Siemens to design and build the baggage handling system for the North Terminal Development. As mandated by its contract with the County, AA then conducted a solicitation pursuant to the CCNA for the professional services of a firm to assist AA in managing Siemens work. A copy of this solicitation is attached as Exhibit A. The consultant selected in this solicitation would answer requests for information from Siemens, review design and shop drawings, inspect the work, and supervise final system testing and acceptance. In short, the consultant would be the owner's representative in the construction.

AA determined URS to be the most qualified and after a successful competitive negotiation awarded to that firm a contract for consulting services (the "Contract", Exhibit B). The Contract, in the amount of $4.5 million, provides for work to be complete within 34 months or until August, 2006 which was the anticipated date for completion of the baggage handling project. This term was intended to fully encompass the work performed by Siemens. For example, the contract provided that it was to "last until the entire NTD automated baggage system is fully integrated and operational." See Exhibit B at Section AA, Paragraph 1.1. Additionally, URS was to provide program management services "through baggage system installation completion." See Exhibit B at Section AA, Paragraph 2.1.

In 2005, AA assigned the Contract to the County and work on the project and the North Terminal Development halted as the County, AA, and the various designers extricated themselves from their various relationships with each other and determined the most effective way of finishing the work. By December of 2005 Siemens had completed roughly forty percent of its work. Between December 2005 and September 2006, the baggage handling work and the North Terminal Development suffered a significant slowdown. The URS Contract for the inspection and administration of Siemens' services was therefore also inactive during that period and eventually expired by operation of its express deadline, although monies remained to be paid under the Contract and the tasks described in the Contract had not been completed. Approximately 2.3 million dollars remained in the URS Contract at the time it expired.

The construction of the North Terminal Development and Siemens work on the North Terminal Development project have commenced again in earnest. The County is in immediate need of owner representative services to monitor the Siemens construction and for that purpose wishes to reengage URS to provide the same services previously advertised and under contract.

ANALYSIS

You have asked whether in light of these facts, the CCNA would prohibit the County from reengaging URS to complete the project it had previously started under the contract with AA and which was later assigned to the County. We believe that the CCNA does not require the County to readvertise and resolicit the project.

Chapter 287.055, Fla. Stat (2008), the Consultant's Competitive Negotiation Act (CCNA) requires that the County competitively select consultants to provide design and architectural services. See 287.055.[1] The purpose of that Chapter is "to effectuate an equitable distribution of contracts among the most qualified firms". City of Lyn Haven v. Bay County Council of Registered Architects, Inc., 528 So.2d 1244 (Fla. 1st DCA 1988). In this case, AA had already advertised and solicited a consultant for the project, URS. The question then is whether the CCNA would obligate the County to readvertise and resolicit the project after a prior contract for the same project expired prior to the completion of the work because of inactivity of the construction work. There is no Florida case which is controlling. However, based on our interpretation of the statute, the CCNA does not require completive bidding in these circumstances.

While the express language of the statute does not cover the issue posed, we believe that the best interpretation of those express provision, which gives full effect to its intent, would not require yet another solicitation for the services already solicited. The CCNA requires that professional services be solicited for "each occasion when professional services must be purchased for a project." See 287.055(3). A "project" is defined by reference to the public notice of the agency performing the solicitation: it is the public notice that defines the scope of the services solicited. See 287.055(2)(f). The definition of project is clearly a flexible one, allowing the agency in its discretion to solicit once to cover all necessary services, even providing for a "grouping of substantially similar construction, rehabilitation or renovation activities". Id. In this instance, the project advertised and contracted for has been the same from the inception: contract supervision and inspection duties related to Siemens's work in designing, fabricating and installing the baggage handling system. Because the project has already been

[1] The requirements of Chapter 287.055 mirror those found in Chapter 2-10.4 of the Code of Miami-Dade County. Therefore, if the County is compliant with 287.055, it will be compliant with 2-10.4.

advertised and competitively selected, under the CCNA's expansive definition of project, no further solicitation is required. The mere fact that the contract expired through delays not attributable to URS before the intended scope of the work solicited should not require a resolicitation for work already competitively awarded

Consistent with this interpretation is the CCNA's treatment of the reuse of existing plans. See Chapter 287.055(10). The act does not require advertising or competitive negotiation "where the agency is able to reuse existing plans from a prior project of the agency." Id. In this instance, the County will reuse existing plans from the same project of the agency. The Contract specifies that the plans and specifications in this case belong to the County. See Exhibit B, Section FF at Paragraph 8.1. Although plans will be reused, and the statute allows a broad exception when plans are reused, we do not rely simply on this exception for our opinion: the original engagement and the reengagement is not one for design and traditional plans, but is one of construction administration and inspection. The statutory exception is merely illustrative of the act's intent to have one solicitation for each scope of work, and not to require resolicitation of contracts previously advertised and awarded.

This interpretation is also consistent with the overall purpose of the act, which is to allow for a meaningful competition between firms. Given URS's prior knowledge and experience with the project, its past design and the sound performance of its duties under the existing contract, there can be no level playing field or competition where URS would not have an insurmountable advantage over other firms. Because the work to be completed is the work that URS commenced, URS would be the only meaningful choice among competing firms. The CCNA cannot and should not be read to require that the government perform a meaningless act, particularly where, as here, that act would cause significant harm to the public interest in terms of additional inefficiencies, costs and claims relating to delay.

Lastly, courts have long recognized that "where competitive proposals work an incongruity and are unavailing as affecting the final result, or where they do not produce any advantage or it is practically impossible to obtain what is required and observe such forms, a statute requiring competitive bidding does not apply". See Los Angeles Dredging Co. v. City of Long Beach, 291 P. 839 (Ca. 1930). In such circumstance, statutes which would otherwise require competitive bidding do not apply. For example, competitive solicitations are not required when a City hires a new contractor to replace a defaulted contractor: thus while a statute like CCNA might "make no provision for such contingency as has happened in the present case...it would hardly do to assume that the legislature failed to consider that such a contingency might happen, or that it was intended in case it did happen...that the hands of the county commissioners should be tied until new plans and specifications were adopted and a new contract let." Bass Foundry and Machine Works v. Board of Cm'rs of Parke Co., 17 N.E. 593 (Ind. 1902); See also City of Milbank v. Western Surety Co., 111 N.W. 561 (S.D. 1907)(statute required only that original solicitation, not completion contract, be competitively bid); City of Paris v. Bray, 175 So.2d 435 (Tx. 1915).

Please note that this opinion is expressly limited to its facts and specifically does not address instances where there must be a change in the scope of the project advertised. Please call me if you have any questions.

Dave Murray

AmericanAirlines®
CORPORATE REAL ESTATE

November 13, 2006

Ms. Susan Pascul
Aviation Department
Contracts Division
P.O. Box 592075
Miami, FL 33159-2075

Re: North Terminal Development – URS Contract Amendment

Dear Ms. Pascul:

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URS and its sub-consultants designed a complex baggage delivery system for the North Terminal Program based upon performance specifications developed by URS for American. This design includes not only the hardware that physically moves the bags, but also the software logic which is considered the brains of this system. In order to assure that it will perform as designed once the installation is completed, American believes it is absolutely essential that URS remain an active participant throughout the installation, programming and testing of this system.

Therefore, American encourages you to execute this Amendment to the URS Contract to insure that a complete, reliable and fully-functioning enhanced baggage delivery system is provided to support our hub operation at MIA.

Sincerely,

Scott Windham
Managing Director
Corporate Real Estate

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DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 03/06/2003 **To:** 03/06/2008

FIRM NAME: URS CORPORATION
100 California St
San Francisco, CA 94111

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
R-1444-03	1	CM	NO MEASURE	12/16/2003	$750,000	$249,999	$0		* CM&E SERVICES, INC. - $7,447.70 * CMTS FLORIDA, LLC - $13,869.39
CONSULTANT SERVICES FOR THE PERFORMING ARTS CENTER					$750,000				
R-1444-03 AMENDMENT 1	1	CM	NO MEASURE	07/27/2005	$2,295,499	$2,358,564	$0		* CASUAL CONSTRUCTORS AND CONSULTANTS - $18,863.82 * CM&E SERVICES, INC. - $17,035.47 * CMTS FLORIDA, LLC - $517,846.54 * HOWE ENGINEERS - $50,000.00 * LEAN PROJECT CONSULTING - $90,000.00 * VITAL MANAGEMENT SOLUTIONS, LLC - $166,350.00
CONSULTANT SERVICES FOR THE PERFORMING ARTS CENTER					$2,295,499				

Total Award Amount	**$3,045,499**
Total Change Orders Approved by BCC	**$0**

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 03/06/2003 **To:** 03/06/2008

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
* MIA-703A2	1	AV-AA	NO MEASURE	09/01/2003	$4,515,746	$550,093 05/31/2005	$0		* SAN MARTIN ASSOCIATES, INC. - $47,598.34
BAGGAGE HANDLING SYSTEM CONSULTANT									
					$4,515,746				
* E03-PW-05	24	PW	NO MEASURE	07/16/2004	$780,000	$0 07/19/2006	$0		
SOILS, FOUNDATIONS AND MATERIALS TESTING SERVICES (SIC 871)									
					$780,000				
A04-PAC-01	1	PC	NO MEASURE	12/23/2004	$4,000,000	$1,880,140 04/30/2006	$0		* CMTS FLORIDA, LLC - $449,225.12 * HOWE ENGINEERS - $61,477.40 * LEAN PROJECT CONSULTING - $5,850.00 * TARGET ENGINEERING GROUP, INC. - $249,797.05 * THE HALL GROUP, INC. - $141,777.04 * VITAL MANAGEMENT SOLUTIONS, LLC - $0.00
CONSTRUCTION CONSULTANT SERVICES FOR THE PERFORMING ARTS CENTER (SIC 871)									
Change Order # 1 JUN-06-06					$500,000				
					$4,500,000				

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 03/06/2003 **To:** 03/06/2008

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E04-MDT-02,PTP (TR05-EHT-MIC/EARLINGTON HEIGHTS CONNECTOR PRELIMINARY ENGINEERING (PE) PTP (SIC 87)	1	MT	GOAL - DBE DBE 20%	03/03/2005	$17,929,994	$10,741,290 11/29/2006	$0		* A & P CONSULTING TRANSPORTATION ENGINEERS CORP. - $265,170.97 * ADRIAN GONZALEZ & ASSOCIATES, P.A. - $0.00 * BND ENGINEERS, INC. - $706,289.40
Change Order # 1	SEP-04-07	1460 days			$3,555,083				* BRINDLEY PIETERS AND ASSOCIATES, INC. - $93,065.97 * CURTIS & ROGERS DESIGN STUDIO, INC. - $103,813.38 * DDA ENGINEERS, P.A. - $0.00
					$21,485,077				* GLADYS KIDD & ASSOCIATES, INC. * - $194,235.19 * HR ENGINEERING SERVICES, INC. - $452,103.95 * MANUEL G. VERA & ASSOCIATES, INC. - $141,363.56 * PEREZ & PEREZ ARCHITECTS PLANNERS, INC. - $0.00 * SDM CONSULTING ENGINEERS, INC. - $436,033.44
A04-DERM-01 ENVIRONMENTALLY ENDANGERED LANDS PROGRAM MANAGEMENT PLANS (SIC 871)	1	DE	NO MEASURE	01/11/2006	$385,000	$144,213 11/29/2006	$0		* MULLER AND ASSOCIATES, INC. - $0.00 * THE INSTITUTE FOR REGIONAL CONSERVATION, INC. - $9,406.25
					$385,000				
E04-DERM-01 ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES	4	DE	NO MEASURE	01/12/2006	$3,000,000	$657,323 11/29/2006	$0		* ACCUTEST LABORATORIES SOUTHEAST, INC. - $0.00 * BATTAGLIA LAND SURVEYORS - $1,800.00 * COAST TO COAST DRILLING, INC. - $19,129.00 * ENGINEERED ENVIRONMENTAL SOLUTIONS, INC. - $86,131.20 * KSA ENVIRONMENTAL LABORATORY, INC. - $2,252.00 * NUTTING ENGINEERS OF FLORIDA INC - $0.00 * TETRA TECH WHS, INC. - $0.00 * U.S. FILTER RECOVERY SERVICES (MID-ATLANTIC), INC. - $0.00 * WASTE ENERGY TECHNOLOGY, LLC - $0.00
					$3,000,000				

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 03/06/2003 **To:** 03/06/2008

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E04-SEA-02	1	SP	NO MEASURE	03/07/2006	$2,000,000	$186,430 11/29/2006	$0		* MIAMI DIVERS - $33,600.00 * PLANNING AND ECONOMICS GROUP, INC. - $182,610.80
BOND ENGINEERING SERVICES (SIC 871)									
					$2,000,000				
EDP-FN-SR-BP2	1	FN	NO MEASURE	05/10/2006	$250,000	$0	$0		
BALLPARK PROJECT									
					$250,000				
E05-OCI-02 D	2	CQ	GOAL CBE 15%	06/16/2006	$825,000	$0 11/29/2006	$0		* NIFAH AND PARTNERS CONSULTING ENGINEERS, INC. - $0.00 * NOVA CONSULTING, INC. - $0.00
NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (THREE (3) AGREEMENTS @ $750,000.00 EACH) (SIC 871)									
					$825,000				
A05-PARK-03 GOB 44-70154,	1	PR	NO MEASURE	11/02/2006	$804,026	$138,173 01/02/2008	$0		* C. VARGAS AND ASSOCIATES, LIMITED, INC. - $5,200.00 * INDIGO SERVICE CORPORATION - $12,480.00 * RDG SCHUTTE WILSCAM BIRGE, INC. - $0.00
TRAIL GLADES RANGE, PHASES I AND II (SIC 871)									
					$804,026				
A05-PARK-02 GOB 45-70155	1	PR	NO MEASURE	12/28/2006	$1,377,617	$99,250 01/02/2008	$0		* COUNSILMAN/HUNSAKER & ASSOCIATES, INC. - $2,800.00 * INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION - $2,582.14 * URS CORPORATION - $0.00
AMELIA EARHART PARK IMPROVEMENTS, PHASE II. (SIC 871)									
					$1,377,617				

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DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 03/06/2003 **To:** 03/06/2008

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E05-PARK-01, GOB PARK TRAIL IMPROVEMENTS (SIC 871)	1	PR	GOAL CBE 20%	10/02/2007	$1,444,751	$0	$0		* CURTIS & ROGERS DESIGN STUDIO, INC. - $0.00 * KADERABEK COMPANY - $0.00 * MANUEL G. VERA & ASSOCIATES, INC. - $0.00
					$1,444,751				
E06-WASD-11 DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S WATER TREATMENT PLANTS (SIC 871)	1	WS	GOAL CBE 35%	10/02/2007	$8,800,000	$0	$0		* A.D.A. ENGINEERING, INC. - $0.00 * CHEROKEE ENTERPRISES, INC. - $0.00 * VITAL ENGINEERING, INC. - $0.00 * YOUSSEF HACHEM CONSULTING ENGINEERING, INC. - $0.00
					$8,800,000				

Total Award Amount	**$46,112,134**
Total Change Orders Approved by BCC	**$4,655,083**

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

PROJECT SPECIFIC SERVICES AGREEMENT

This AGREEMENT made as of the _____day of _____in the year 2008 , between

the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Architect/Engineer: **URS Southern Corporation**
600 Montgomery Street, 26th Floor
San Francisco, CA 94111

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

For the Project: North Terminal Development (NTD) Automated Baggage Handling System
Project No.: B703A5

Project Description is in Article 9

The Owner and Architect/Engineer agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH

ARTICLE 1

DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.

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

1.3 AGREEMENT: This written Agreement between the Owner and the Architect/Engineer, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

1.4 ALLOWANCE ACCOUNT(S): Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, Reimbursable Expenses, or Inspector General services, Services to be paid for from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.

1.5 AMENDMENT: A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.

1.6 ARCHITECT/ENGINEER (A/E): The named entity on page 1 of this Agreement.

1.7 ART IN PUBLIC PLACES: A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.

1.8 BASIC SERVICES: Those services that the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Basic Services.

1.9 BASIC SERVICES FEE: The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.

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

1.11 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million ($2,000,000) dollars.

1.12 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.

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

1.14 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer 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.

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

1.16 DAYS: Reference made to Days shall mean consecutive calendar days.

1.17 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.

1.18 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

1.19 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.

1.20 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Architect/Engineer at various phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.

1.21 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.22 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.

1.23 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.

1.24 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

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

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

1.27 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract.

1.28 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.

1.29 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.

1.30 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).

1.31 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.

1.32 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department and Water & Sewer or their successors.

1.33 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.

1.34 PHASE: The portion of the Basic Services that may be accomplished by the Architect/Engineer for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1A	-	Program Verification
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Work Related Services

1.35 PLANS: The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.

1.36 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.

1.37 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost

1.38 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.

1.39 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.

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

1.41 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.

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

1.43 PROLONGED PERIOD OF WORK RELATED SERVICES: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer.

1.44 PUNCH LIST: A running list of defects in the Work as determined by the architect/engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.

1.45 RECORD DRAWINGS (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 which the Architect/Engineer considers significant based on marked-up as-built prints, drawings and other data furnished by the Contractor.

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

1.47 REVIEW SET: A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.

1.48 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.

1.49 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 Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services.

1.50 SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

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

1.52 SUBSTANTIAL COMPLETION: 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 Architect/Engineer issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.

1.53 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies excluding agencies of the Owner that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.

1.54 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.

1.55 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

1.56 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.

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

1.58 WORK RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order

1.59 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.

1.60 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the A/E shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

2.1 INFORMATION TO BE FURNISHED BY THE OWNER: The Owner will furnish the Architect/Engineer the information listed in the Special Provisions not later than fourteen (14) days from the issuance of the Service Order for Phase 1A.

2.2 OBLIGATION OF THE ARCHITECT/ENGINEER: The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Architect/Engineer 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 Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of this Agreement.

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

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

3.2 INSURANCE: The Architect/Engineer shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. The Architect/Engineer shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

3.2.1 The Architect/Engineer shall provide (at its own cost):

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

b. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than

$1,000,000 combined single limit for bodily injury and property damage liability.

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

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

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

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

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

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

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

County and the Architect/Engineer shall agree as to their respective responsibilities and actions in this regard.

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

3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Architect/Engineer from liability under any portion of this contract.

3.2.7 Cancellation of any insurance or non-payment by the Architect/Engineer 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 Architect/Engineer.

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

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

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

The Architect/Engineer shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Architect/Engineer stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Architect/Engineer to the Owner. The Architect/Engineer shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

The Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and shall not be cause for any increase in compensation to the Architect/Engineer for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Architect/Engineer.

3.6 TERM OF AGREEMENT: This term of this Agreement shall be for five (5) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.

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

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of the subconsultant contract. In addition, a violation by the Architect/Engineer or a subconsultant to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See **http://intra.co.miami-dade.fl.us/ao**)

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Architect/Engineer shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such

incomplete Services and the cost of completion of such Services which would have resulted from payments to the Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Architect/Engineer shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

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

3.7.3 Architect/Engineer's Termination for Cause: The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article. "Compensation for Services".

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

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

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

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

4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and

reimbursed as a direct item of cost and not required for completion of the Services not terminated;

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

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

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

3.8 INTENT OF AGREEMENT:

3.8.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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

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

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

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

3.11 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

3.11.1 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 Architect/Engineer from the Inspector General the Architect/Engineer 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 Architect/Engineers possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract,

including, but no limited to original estimate files, change order estimate files, worksheets, proposals and agreements from 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 Architect/Engineer, its officers, agents, employees, subcontractors, and suppliers. The Architect/Engineer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Architect/Engineer 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 Architect/Engineer or third parties.

3.11.1 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 Architect/Engineer 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 Architect/Engineer, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar day's written notice to the Architect/Engineer from an IPSIG, the Architect/Engineer 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 Architect/Engineer'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 Architect/Engineer, its officers, agents and employees. The Architect/Engineer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Architect/Engineer 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 Architect/Engineer or third parties.

3.12 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.12.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, is a work for hire and is the property of the Owner; however, the Owner may grant to the Architect/Engineer a non-exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

3.12.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.12.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

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

3.13 LAWS AND REGULATIONS:

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

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

3.13.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information. Upon notification by the Owner, the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500 et al. Civil Aviation Security Rules and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

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

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

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

3.13.5.1 Each employee of the Architect/Engineer and subconsultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

3.13.5.2 The Architect/Engineer and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

3.13.5.3 Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

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

3.14 CORRECTIONS TO CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

3.15 WARRANTY: The Architect/Engineer warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.

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

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

3.17.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of

the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

3.17.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD photo identification badges for all the Architect/Engineer employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

3.17.3 The Architect/Engineer shall be responsible for requesting MDAD to issue identification badges to all employees who the Architect/Engineer requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be 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 Architect/Engineer or upon final acceptance of the Work or termination of this Contract. The Architect/Engineer will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

3.17.4 All employees of the Architect/Engineer, or Subconsultants, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Architect/Engineer must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted

by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

3.17.5 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer 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 the Subconsultant) 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 Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.17.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Architect/Engineer shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.

3.17.7 Only Architect/Engineer management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Architect/Engineer 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 Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.

3.17.8 The Architect/Engineer 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer or Subconsultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, 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 failure to comply with TSA, DHS,, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

The Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

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

3.17.10 The Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer.

3.17.11 Notwithstanding the specific provisions of this Section, 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/DHS/ CBP/FAA.

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

3.17.13 The Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA Subconsultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon the Architect/Engineer's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the Architect/Engineer 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 there from, such costs to include reasonable attorneys' fees.

3.17.14 In addition to the foregoing, the Architect/Engineer the shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Architect/Engineer employees that will be involved within the CBP/FIS environment at MIA. The Architect/Engineer shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Architect/Engineer personnel.

3.17.15 The employee(s) of the Architect/Engineer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Architect/Engineer shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Architect/Engineer to remove any employee it deems unacceptable.

3.18 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Architect/Engineer shall have no claim against the County as a result of the County electing to retain or utilize such other Architect, Engineer, Design Professional or other consultant to perform any such incidental Services.

3.19 BABY DIAPER CHANGING ACCOMMODATIONS: Architect/Engineer agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Resolution No. R-1337-98.

3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Architect/Engineer shall identify in Appendix 3, attached hereto and made a part hereof, the specific technical or professional personnel to

perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.21 ARCHITECT/ENGINEER RESPONSIBILITY:

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

3.21.2 In addition to all other rights and remedies that the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies that result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work or for the period of design liability required by applicable law.

3.21.3 The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Subconsultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

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

3.22 ARCHITECT/ENGINEER 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 Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

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

ARTICLE 4

BASIC SERVICES

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

- the scope of work, time of completion, deliverables and total compensation for the services authorized;
- the consequences for failure of the A/E to meet the DSCMP; and
- whether the Services are Basic Services, Additional Services, Work Site Services, or Dedicated Services.

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

4.2 BASIC SERVICES SCHEDULE AND SUMMARY: The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, Work Site Services, or Work Related Services, or otherwise necessary for the satisfactory completion of the Project as described in a Project Definition Book or as may otherwise be described in the Special Provisions of this Agreement. The Architect/Engineer shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services. As directed by the owner pursuant to Service Order, the Architect/Engineer shall render design services in conformance with the terms and requirements of this agreement.

A. See Article 9 for the Scope of Services.

B. Upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to the Owner, for its review and approval, a DSCMP for the first three phases of the Project that conforms to the Project and Phase durations contained in the schedule in the Special Provisions.

C. The Architect/Engineer is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Architect/Engineer shall meet once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a

written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in the Special Provisions of this Agreement and all other services normally required for an airport project of this type.

4.2.2 The Architect/Engineer shall design facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed or operated by others not a part of this Agreement and shall also include the coordination of such design.

4.2.3 The Architect/Engineer shall design interim/temporary facilities included in the Project Budget with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

4.2.4 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

4.2.5 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance to the Deliverables Requirements Manual and the Design Guidelines Manual.

4.2.6 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided consultants.

4.2.7 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit to the Owner the deliverables listed under the various phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the Architect/Engineer shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Architect/Engineer shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Architect/Engineer shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.

4.2.8 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in the Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the

Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall assist in reviewing applications prepared by the_Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

4.2.9 Throughout all phases of the Basic Services, all drawings shall be produced electronically using_AUTOCAD Map 2000i or later. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line types, shall be included with the drawings. All drawings must comply with and use a layering format adopted by the Owner and referred to as the Technical Support Facility Management Layering system.

The Owner retains all rights to further use of all electronic drawings as well as blocks, linotypes, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing the Owner drawing layer scheme. This information can be obtained through MDAD Technical Support.

4.2.10 The Architect/Engineer shall submit hard and electronic format, as specified herein or otherwise by the Owner, copies of all documents required under each Phase for review, comments and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

The electronic submittal required under this Agreement shall be in a format acceptable to the Owner and shall generally_consist of the digital plot files and digital working files as indicated above and shall be organized and submitted on compact storage discs (CD) compatible with Owner "Windows" operating system. This information can be obtained through MDAD Technical Support.

4.2.11 At the end of Phases 1B, 2 and 3C the Architect/Engineer shall, through the Project Manager, schedule a review(s) of all plans and programs with the user representatives of the Owner.

4.2.12 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe,

expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.

4.2.13 A formal Value Analysis/Engineering study will be conducted at the end of Basic Services Phase 2. The A/E shall assist as directed by the Project Manager in the VA/E process.

4.2.14 The Architect/Engineer must have a written design quality management program related to Construction Contract Document preparation and Work Related Services that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Subconsultants). Such program shall be submitted to the Owner within seven (7) days after the Owner issues the first Service Order under this Agreement. The Architect/Engineer shall make all adjustments to the program deemed necessary by the Owner. The design quality management program, as adjusted, shall be implemented throughout the entire design and construction process.

4.2.15 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 2, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

4.2.16 For Phases 3A through 3D, the Architect/Engineer shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each phase. The level of detail of the cost loaded schedule at each phase shall be commensurate with the level of detail of the latest Probable Construction Cost.

4.2.17 For Phases 3A through 3D, the Architect/Engineer shall prepare and include plans for the Contractor's/Field Representative's construction trailer. The plans shall show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Work by the Contractor.

4.2.18 Commissioning Plans: The Architect/Engineer shall develop a commissioning plan in conformance with the current edition of the "MDAD Construction

Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects" and the Design Guidelines Manual.

4.3 PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS

4.3.1 Phase 1A - Program Verification: Based upon the Program drawings and preliminary budget and Design Guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program Drawings furnished by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.

4.3.1.2 Record Drawings: The Architect/Engineer shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.

4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

4.3.1.4 Utilities Investigation: The Architect/Engineer shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.

4.3.1.5 Surveys: The Architect/Engineer shall verify the survey information provided by the Owner, and incorporate such information into the design. The Architect/Engineer shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.

4.3.1.6 Soils Investigations: The Architect/Engineer shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide

information prerequisite to its design. The Architect/Engineer shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.

4.3.1.7 Discrepancies Between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents.

4.3.1.8 Deficiencies of Information: The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be responsible for verification of the validity, interpretation, coordination, application and use of all supplemental information, signed and sealed, provided by any such independent consultant.

4.3.1.9 Art in Public Places: The Architect/Engineer shall, prior to preliminary design, initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of County Code Section 2.11.15 and should it decide to pursue said installation, the Architect/Engineer shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Architect/Engineer to promote the integration

of art work and site. Such collaborative efforts shall include the active involvement of both the Architect/Engineer and the artist(s) during Design Development of the Project. In consultation with the artist(s) and Art in Public Places, the Architect/Engineer shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The Architect/Engineer shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Architect/Engineer shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the Contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Architect/Engineer shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Architect/Engineer shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

4.3.2 Phase 1B - Preparation of Schematic Design Documents: Upon the written confirmation of the Architect/Engineer that all elements of the Project have been identified and the Owner's cost estimates have been verified, the Owner may issue a Service Order to prepare the Schematic Design Documents.

The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agency(ies) reviews, the Architect/Engineer shall detail in writing the recommendation of the Agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Architect/Engineer shall prepare and submit the Phase 1B deliverables including but not limited to the following:

4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules.

These Schematic Design studies are preliminary in nature and scope. They shall be further defined and amplifying details shall be developed by the Architect/Engineer during subsequent phases of the Basic Services.

The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on the investigations and recommendations developed by the Architect/Engineer determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the Architect/Engineer shall, as part of the Basic Services, provide detailed programming and scheduling, perform follow-on liaison with vendors with respect to availability and delivery and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

4.3.2.3 Drainage: The Architect/Engineer shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

4.3.2.4 Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking

and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate Owner staff.

4.3.2.5 Work Sequence and Staging Plan: The Architect/Engineer shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Architect/Engineer shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan. even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.

4.3.2.6 Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the Architect/Engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

4.3.2.7 Probable Construction Cost: The Architect/Engineer shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

4.3.3 During Phase 1B the Owner may direct the Architect/Engineer, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two phases shall be the same as if the two phases were performed in their entirety. The durations for the individual phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual phases.

4.3.4 The Architect/Engineer shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.4 PHASE 2 – DESIGN DEVELOPMENT

4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

4.4.2 Unless otherwise stipulated in the Special Provisions, it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.

4.4.3 The Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately seven (7) days. The VA will be conducted by an independent consultant under contract to the Owner and be supervised by the Project Manager. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.

4.4.4 The Architect/Engineer shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. All comments shall be addressed in Phase 3A. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.4.5 The Architect/Engineer shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner's and Users' reviews. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required.

4.4.6 The Architect/Engineer shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 2 Basic Services.

4.5 PHASES 3A, 3B & 3C - CONTRACT DOCUMENTS

4.5.1 Phase 3A, 30% Complete Contract Documents

4.5.1.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Basic Services. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

4.5.1.2 The Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System

(NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.

The Architect/Engineer shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

The Architect/Engineer may refer to the MDAD SWPPP guidance manual for information on preparing an individual SWPPP for Owner approval and Contractor implementation.

4.5.1.3 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with the County.

4.5.1.4 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.1.5 The Architect/Engineer shall, to the extent applicable based on refinements and amplifications effected during this Phase, review pertinent documents with those agencies having permitting or other approval authority with respect to the Project, including agencies previously consulted by the Architect/Engineer in Phases 1A, 1B and 2, in order to obtain changes in the opinions, comments and suggestions of those agencies with respect to such refinement and amplifications. The Architect/Engineer shall report in writing to the Owner, for approval by the Owner, the findings of such reviews with said

agencies and its recommendations relative to such findings for implementation by the Architect/Engineer in Basic Services Phase 3B.

4.5.2 Phase 3B, 75% Complete Contract Documents

4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

4.5.2.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities The Architect/Engineer shall assist the Owner in coordinating with the Building Department to facilitate permit approval prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents

4.5.2.3 The Architect/Engineer shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion.

4.5.2.4 The Architect/Engineer shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Architect/Engineer to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.

4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable

Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 75% Contract Documents to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost.

4.5.2.6 The Architect/Engineer shall participate in an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.

4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.3 Phase 3C, 100% Complete Contract Documents

4.5.3.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

4.5.3.2 The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further

progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.6 PHASE 3D, BID DOCUMENTS

4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 4, and identifying the rejection of those comments not to be incorporated as approved by the Owner.

4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.

4.6.1.2 The Architect/Engineer shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.

4.6.2 Upon final approval of the back checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, delivering the Contract Documents to minority organizations as directed by the Owner, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.

4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current Owner bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.

4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.

4.7.4 The Architect/Engineer shall: prepare two (2) sets of Contract Documents conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.

4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:

4.7.5.1 Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or

4.7.5.1 Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or

4.7.5.1 Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare and transmit to the Owner six (6) sets of the bidding and Contract Documents, complete with all addenda, forms and affidavits required by the Contract Documents.

4.8 PHASE – WORK RELATED SERVICES

4.8.1 Upon receipt of a Service Order for Work-Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Work-Related Services will begin upon receipt of a Service Order and will end when the final request for payment from the Contractor has been approved by the Owner and the Architect/Engineer has submitted its Report of Contract Completion and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer including Sub-Consultant(s) intends to use during the Work Related Services for review by the Owner for adequate staffing.

4.8.3 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.

4.8.4 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Special Provisions of this Agreement, and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and

in order to respond to non-routine situations that call for the Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.

4.8.5 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Architect/Engineer shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The Architect/Engineer's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Architect/Engineer, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the Architect/Engineer's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;

2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed.

3. The results of any subsequent test required by the Contract Documents;

4. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;

5. Any specific qualifications stated in the request for payment; and

6. The Field Representative's confirmation of the cost of labor, materials and equipment for cost-plus work including disputed work.

4.8.6 The Architect/Engineer shall assist the Project Manager, the Field Representative, and other consultants in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto.

4.8.7 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.

4.8.8 The Architect/Engineer shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans and Specifications

and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.

4.8.9 The Architect/Engineer shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

Should the Architect/Engineer fail to perform these services within the time frames specified in the Contract Documents or, if no time frames are specified, in a timely manner so that such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay including, but not limited to, damages related to delays and inefficiencies incurred by the Contractor for which the Owner may be responsible.

4.8.10 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Such work shall be Additional Services; provided, however, that if the need to revise Plans, specifications and other Contract Documents and/or to review Change Orders, Work Orders, Bulletins, and other documentation is a result directly or indirectly of errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-consultants, then such work shall be provided by the Architect/Engineer at no additional cost to the Owner.

4.8.11 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.8.11.1 Inspections for Substantial Completion for all or a portion of the Work: The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative to determine initial Punch List items and to assure that all mechanical/electrical/plumbing systems have been commissioned in accordance with the requirements of the Contract Documents. The Architect/Engineer shall re-inspect the work with the Field Representative as many times thereafter as is needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List

before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

1. Defects observed in the Work and incomplete commissioning in first and succeeding visits;

2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

4.8.11.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.

4.8.11.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days or such other time as may otherwise be approved by the Owner, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

4.8.11.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

4.8.11.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance within the time parameters specified herein, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.

4.8.11.6 Retainage for Uncompleted Work: The Architect/Engineer shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.

4.8.11.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.

4.8.12 The Architect/Engineer's Services after Final Acceptance shall include, but not be limited to, the following:

4.8.12.1 The Architect/Engineer shall require the Contractor to furnish to the Owner at the Contractor's expense a final, complete and fully updated record set of documents. The record drawings shall be presented in both of the following formats:

A. Two (2) sets of 30" x 42" Electrostatic black line prints.

B. Two (2) sets of electronic drawings:

- In AutoCad Release 14 or later version on compact discs (CD's).
- In compliance with the MDAD Technical Support Facility Management Layering System requirements in DWG compiled format, not X-REF.
- If manual drafting was approved by the Owner, the record drawings shall be scanned into an electronic TIFF or CAL file format.

The record drawings shall be presented to the Project Manager for transmittal of one copy of each format, through the Commissioning Team, to the designated representatives of the MDAD Divisions of Maintenance and Technical Support Facility Management System.

4.8.12.2 The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall

verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.

4.8.12.3 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.

4.8.12.4 The Architect/Engineer shall inspect the entire Project thirty (30) days prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.

4.8.13 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.

4.9. MEETINGS AND REPORTS

4.9.1. Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.9.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the

status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

4.9.3. Partnering: the Owner has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt within the open with members of the design and construction team taking responsibility for timely and cost conscious performance. The process will start with key participants of the Project team, including Architect/Engineer's personnel, attending a Partnering Meeting to establish terms of the partnering agreement. The meeting will enable the Project team to establish methods of issue/conflict resolution, delegate authority for decision making to the lowest possible level, and develop a continuous evaluation process. Follow-up meetings with the facilitator will be held as necessary during the construction to spur the Project's on-schedule completion.

ARTICLE 5

ADDITIONAL SERVICES

5.1 AUTHORIZATION: Any Services beyond the requirements for Basic Services, Work Related, and Work Site services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. Reviews of or responses to contractor design revisions shall not be considered additional work unless such revisions constitute material changes in the design of the project or require modification of the design criteria. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.

5.2 ADDITIONAL SERVICES: Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.

5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.

5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 2.

5.2.3 Any Services requested in writing by the Owner performed after acceptance of Phase 2 documents by the Owner relative to future facilities, systems and equipment but not intended to be included in the Contract Documents.

5.2.4 Services with respect to verification of Owner supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.

If any independent engineering, testing laboratory or surveyor is employed by the Architect/Engineer to perform any or all of the requested additional services, the Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the Owner.

5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

5.2.6 Meetings with federal and/or state grant providing agencies required to assist the Owner in obtaining grant funding for the Project.

5.2.7 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

5.2.8 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.

5.2.9 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions or ambiguities.

5.2.10 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.

5.2.11 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions or ambiguities of the Architect/Engineer.

5.2.12 Environmental services beyond that which is required to verify Owner supplied information or that is beyond the scope of the Basic Services herein.

5.2.13 Environmental Remediation engineering services. These services will be negotiated, authorized and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.

5.2.14 Services required to participate in or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.

ARTICLE 6

Intentionally Omitted.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

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

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

7.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Architect/Engineer fails to comply with the sanctions and/or remedies which have been prescribed, the County shall

have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

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

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

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

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

Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Architect/Engineer submits a false affidavit pursuant to this Resolution or the Architect/Engineer violated the Act or the Resolution during the term of this Contract, even if the Architect/Engineer was not in violation at the time it submitted its affidavit.

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

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

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

7.7 CONTRACT MEASURES: The Architect/Engineer is required under this agreement to achieve the Contract Measures applied to this Project as shown in the Special Provisions" of this Agreement and the attached Schedule of Participation, and Letters of Intent as presented in the Architect/Engineer's Proposal for the Project.

To fulfill the requirements of this Article, the Architect/Engineer must comply with the Metropolitan Miami-Dade County, Florida Community Business Enterprise Program (PSA) - Participation Provisions prepared by Miami-Dade County's Department of Business Development (DBD) or the Disadvantaged Business Enterprise Participation Provisions, as applicable.

The Director may declare the Architect/Engineer in default of this agreement for failure of the Architect/Engineer to comply with the requirements of this paragraph.

ARTICLE 8

COMPENSATION FOR SERVICES

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

8.1 COMPENSATION FOR BASIC, WORK SITE, WORK RELATED SERVICES, AND REIMBURSABLE EXPENSES:

The remaining Basic Services, Work-Site Services, Work-Related Services and Reimbursable Expenses shall be the Fixed Lump Sum amount mutually agreed to by the parties of Four Million Three Hundred and Twenty Thousand Dollars and No Cents ($4,320,000.00). The A/E shall provide all necessary manpower, equipment, and materials under this agreement or items which are additional work, at a cost specified above, and the A/E shall be solely responsible for costs to provide these services in excess of that amount.

The A/E agrees that it can provide the listed services for the amount specified; the A/E further understands and agrees that payment of the above amount is to be full and final compensation to the A/E for the full scope of work under this contract and also any additional scope as may remain incomplete pursuant to the Consulting Agreement for Time And Materials between American Airlines and URS Corporation dated September 1, 2003, and known as MIA-703-A-2., The Owner does not warrant that the listed services can be provided for the amount specified, and does not make any representation as to the expected volume of work, including but not limited to, the number of submittals to be reviewed, the duration of work site or work related activities, the number of potential change orders, the need for plans or specifications revisions, the need for negotiations with the contractor, or the provision of supplemental information or analysis. The amount due to the A/E services shall not exceed the listed amount irrespective of the actual volume of work. The A/E acknowledges that contractor design revisions are likely and review and response to same is contemplated as Basic Services; notwithstanding the preceding, reviews of or responses to material changes to the design or changes that require alterations of the design criteria package shall constitute additional services.

The current NTD OPS schedule contemplates a BHS substantial completion date of March 31, 2011; however this schedule may suffer slippages that the A/E shall be able to manage staff accordingly to accommodate the NTD monthly updated schedule.

Payment of Basic Services, Work Site Services, Work Related Services and Reimbursable Expenses shall be at a stipulated monthly rate, as agreed by the Owner and the Architect/Engineer in the Service Order.

8.2 PAYMENT FOR ADDITIONAL SERVICES OR DEDICATED SERVICES: The fee for Additional Services and Dedicated Services will be computed by a Fixed Lump Sum as mutually agreed to by the Owner and the Architect/Engineer.

Under this compensation basis, the Architect/Engineer agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

8.3 INVOICES AND METHODS OF PAYMENT: The Architect/Engineer shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment as determined by the Project Manager. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer will meet monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with this Agreement. Monthly progress payments will be based on the monthly meeting with the Project Manager.

Subsequent to the monthly meeting, the Architect/Engineer shall submit its invoice for those services to the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Architect/Engineer in writing specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Architect/Engineer and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

8.4 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer 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 Architect/Engineer to the Owner. The Architect/Engineer 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 Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

8.5 CONSEQUENCE FOR NON-PERFORMANCE: Should the Architect/Engineer fail to perform its services within the time frames outlined and such failure causes a delay in the

progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay.

8.6 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:

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

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

8.6.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.

8.6.4 No payment shall be made by the Owner to the Architect/Engineer for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.

8.7 MAXIMUM PAYABLE FEE FOR ADDITIONAL SERVICES

The aggregate sum of all payments to the Architect/Engineer for Additional Services payable on this Project shall not exceed Four Hundred Thousand Dollars and No Cents ($400,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.8 DEDICATED ALLOWANCE ACCOUNTS: (Not Used)

8.9 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at Eleven Thousand, Eight Hundred Dollars and No Cents ($11,800.00). The A/E shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

8.10 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is Four Million Seven Hundred and Thirty-one Thousand, Eight Hundred Dollars and No Cents ($4,731,800.00). The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

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ARTICLE 9

SPECIAL PROVISIONS

The following terms and conditions are in addition to the terms of the Agreement. Where provisions elsewhere in this Agreement may be contrary to or otherwise in conflict with the following terms and conditions, the terms and conditions in these Special Provisions shall take precedence.

9.1 The scope of this Project is:

9.1.1 The A/E will provide oversight and review, performance criteria and quality control oversight of the work performed by Siemens Energy and Automation Logistics (the "Contractor") in accordance with the Plans, Specifications and Contract Documents prepared by the Contractor for the North Terminal Development (NTD) Automated Baggage Handling System (BHS) for the NTD Program, including:

1. Review and recommend acceptance for final design and installation drawings prepared by the Contractor.
2. Review and respond to all BHS shop drawings submittals.
3. Monitor installation schedules and progress.
4. Provide quality assurance and project controls.
5. Respond to requests for information (RFI).
6. Review and assure contract compliance with all written Contractor and Transportation Security Administration (TSA) procedures for BHS and Explosive Detection System (EDS) testing and commissioning.
7. Review and recommend approval of scheduling and documentation requirements for phased BHS screening system installation including:
   a. Detailed sequence of operation.
   b. Operation and Maintenance manuals
   c. Testing/commissioning and training manuals.
   d. Warranties, spare parts lists, etc.
8. Ensure that the work performed by the Contractor conforms to the Plans, Specifications and Contract Documents and complies with approved TSA integration requirements.
9. Any supportive tasks ancillary to the primary scope of services.

9.1.2 Provide consulting services through final design and installation of BHS by Siemens including engineering, fabrication, delivery, testing, commissioning, training and final acceptance of the NTD BHS. These oversight services include:

1. Maintain drawings of the BHS and associated facilities and systems being designed/installed.
2. Maintain, regulate and distribute documentation of all relevant BHS interfaces.
3. Conduct weekly BHS construction coordination meetings.

4. Provide full-time on site representation, as requested by MDAD, for the installation of the BHS to coordinate and monitor Contractor and TSA activities.
5. Assure that the work conforms to the requirements of the contract with the Contractor (mechanically, electrically, ergonomically, controls, etc.) and that the installation of the BHS does not interfere with daily user airline operations.
6. Perform a complete start-up inspection for each phase of the work and at the time of final completion.
7. Certify accuracy of Contractor progress payment applications.
8. Evaluate Request for Proposals (RFP) from the Contractor.
9. Represent MDAD during acceptance testing and commissioning to each phase and at final completion.
10. Witness all activities and test conducted by the Contractor and TSA to demonstrate compliance with Contract Documents.
11. Validate required "As-Builts" and close-out documentation for the BHS.
12. Serve as a liaison with MDAD, Local, State and Federal governing agencies and coordinate any and all meetings necessary to advance the Project.
13. Any supportive tasks ancillary to the primary scope of services.

9.1.3 The A/E shall manage its resources and personnel to meet / comply with the requirements of the NTD BHS schedule through the duration of the contract, and must manage staff properly to accommodate any delays incurred by the BHS Contractor.

9.1.4 Work Site Services

The A/E shall provide Work Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the Architect/Engineer. The Work Site Services shall be defined by Service Order, performed in accordance with Construction Inspection Services Manual, and agreed to by the Architect/Engineer and the Owner.

The Architect/Engineer shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Architect/Engineer by the Contract Documents or through Service Order by direction of the Owner.

Should the Architect/Engineer fail to perform these Work Site Services in a timely manner and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the Owner.

9.1.5 Nothwithstanding the preceding, or any other language herein to the contrary, this Agreement incorporates the scope of services required of URS Southern Corporation pursuant to that Consulting Agreement for Time And Materials between American Airlines and URS Corporation dated September 1, 2003, and known as MIA-703-A-2, and URS Southern Corporation shall prospectively render such services as if explicitly listed herein, but in accordance with the terms and conditions of this Agreement.

9.2 Article 1.31 – definition Multiple of Direct Salaries is deleted.

9.3 Modify 3.2.1b as follows (revised text is underscored and is in bold text):

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.

9.4 Article 4.2:

The deliverables of the DSCMP are not required since the Basic Services design has been completed in the Original Agreement.

9.5 Pursuant to Article 4.8.4, the Architect/Engineer shall visit the Work at least once per week to fulfill its responsibilities under Work Related Services.

9.6 All Reimbursable Expenses are part of the Fixed Lump Sum fee.

9.7 The Architect/Engineer will receive shop drawings and/or samples for review and approval. The Architect/Engineer shall return such shop drawing and/or samples, along with any review comments, as expeditiously as possible under the circumstances, but in no event later that 14 calendar days from the date of receipt.

9.8 At the request of the County, the Architect/Engineer shall review and make interpretations that answers specific questions (Request For Information [RFI]) related to the specifications and drawings. The Architect/Engineer's review and interpretation shall be in writing and returned to the County within four (4) working days after receipt of the question(s) by the Architect/Engineer.

9.9 The Managing General Contractor will provide to the Architect/Engineer a copy of the resultant punch list derived from the inspection of the work. The Architect/Engineer shall review and provide comments as to the completeness of the list within 5 calendar days.

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

9.11 The County's Representative, Architect/Engineer, and the Managing General Contractor shall meet within 5 days from submittal of the Managing General 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 Managing General 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 Managing General Contractor's formal application.

9.12 The Managing General Contractor, County, and Architect/Engineer shall conduct a joint warranty inspection nine (9) months after the date of the Acceptance of Substantial Completion.

9.13 The Architect/Engineer when requested by the County shall participate in the Change Management Process to include proposal review with comments, negotiations, and the signing of the subsequent work order. The Change Management Process, and the timing of the included steps, shall be per the attached flow chart.

9.14 The Architect/Engineer 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 Contract and with other County contractors.

9.15 The Architect/Engineer shall examine and review, with the County, 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 Architect/Engineer shall return their final decision to the Trade Contractor within 21 calendar days from the date of its receipt. If the final decision approves either an equal or a substitution, the approval must also contain the County's written approval. The Architect/Engineer may request the Trade Contractor to resubmit such Shop Drawings, descriptive data and samples as may be required.

9.16 The Trade Contractor will be provided a complete set of Contract Documents for recording As-Built information. These Contract Documents will be kept on the job site at all times and all changes marked in red as the work progresses. The Field Representative will coordinate the review of As-Built Drawings/Specifications at least weekly by the Architect/Engineer. An As-Built Drawings/Specifications Review Log will be signed by each Architect/Engineer discipline representative attesting to its review of the As-Built Drawings/Specifications. A copy of the log will be attached to the Minutes of the Weekly Construction Coordination Meeting. The Field Representative will report on the status of the As-Built Drawings/Specifications at the Weekly Construction Coordination Meeting. Upon completion of the work and prior to approval of the Application for Final Payment, the complete set of As-Built Drawings/Specifications will be delivered to the Field Representative.

9.17 Substantial Completion shall occur when the Architect/Engineer issues a certificate of Substantial Completion. The Trade Contractor is entitled to Substantial Completion

when only minor Punch List items are pending, and when the Work can fully be used for the use for which it was intended.

9.18 Pursuant to Article 7.7: No Contract Measure

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

ARCHITECT/ENGINEER (CORPORATION)

URS Corporation Southern

Legal Name of Corporation

ATTEST

Secretary: _____ By: _____
Signature and Seal Architect/Engineer - Signature

_____ Stephen N. Norpinger, P.E., Vice President
Type Name Type Name & Title

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ _____
Type Name

SSN: _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSERS

ATTEST:

_____, CLERK

BY: _____ By: _____
Deputy Clerk Assistant County Manager

(Miami-Dade County Seal)

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APPENDIX 1

BASIC SERVICES FEE SCALE
(Not Used)

APPENDIX 2

PRINCIPALS OF THE ARCHITECT/ENGINEER

None listed -- compensation via a Fixed Lump Sum fee

APPENDIX 3

CRITICAL PERSONNEL

Existing on site personnel cannot be removed without Owner authorization; and off-site personnel engaged in testing and commissioning must be approved by the Owner before beginning Phase I testing and commissioning; and once these personnel have been approved they cannot be removed without Owner's written authorization.

APPENDIX 4
CONFIDENTIALITY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

Before me, the undersigned authority appeared, Stephen N. Noppinger, P.E.
Who stated:

1, This affidavit is for the Proposal Documents for:

Project Name: Miami International Airport NTD Automated Baggage Handling System
Project No.: Pending

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

URS Corporation Southern
Name of Firm

600 Montgomery Street, 26th Floor, San Francisco, CA 94111
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

Vice President
Title

The above instrument was sworn to and subscribed before me this 11th day of March, 2008, by Steve Noppinger

Printed Name

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

Harriet H. Storms
Signature of Notary Public

Harriet H. Storms
Print, type or stamp name of notary public

Notary Commission Number: DD 324232 My Commission Expires: June 8, 2008

Notary Stamp or Seal:

HARRIET H. STORMS
MY COMMISSION # DD 324232
EXPIRES: June 8, 2008
Bonded Thru Notary Public Underwriters

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11-14-06