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

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

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

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

From: George M. Burgess
County Manager

Resolution No. R-830-08

Subject: Resolution Approving Professional Services Agreement between Miami-Dade County and URS Corporation Southern for Aviation Planning Consultant Services (Project No. E07-MDAD-01), in the amount of $750,000

RECOMMENDATION

The attached Professional Services Agreement between URS Corporation Southern and Miami-Dade County in the amount of $750,000 has been prepared by the Miami-Dade Aviation Department and is recommended for approval. It is further recommended that the Board authorize the Mayor or his designee to execute said agreement for and on behalf of the County.

SCOPE

PROJECT NAME: Aviation Planning Consultant

PROJECT NO.: E07-MDAD-01

CONTRACT NO: E07-MDAD-01

PROJECT DESCRIPTION: The scope of services will include providing aviation planning services which may include but not limited to airfield, airspace and terminal planning, aircraft and airport operational analysis, airport master planning, airport strategic planning, aviation regional planning, Aviation Layout Plan (ALP) development and support, Capital Improvement Program (CIP), Joint Automated Capital Improvement Program (JACIP), development and support, airspace analysis, zoning airport planning technology applications, operations of planning models, economic impact analysis, management of planning data, planning support to airport management, individual planning project studies, and other activities normally associated with planning at large commercial and general aviation airports. Services performed under this Agreement will be work order driven.

PROJECT LOCATION: The Miami-Dade County Airport System

AGREEMENT AMOUNT: $750,000 (Work order driven)

CONTRACT PERIOD: 1825 days (5 years)

OPTION TO EXTEND: None

DELEGATED AUTHORITY: The authority of the Mayor/County Manager to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract includes exercising any termination provisions therein.

BACKGROUND: A pool of two service order based, on-call aviation planning services professionals will be retained to provide airport planning studies, investigations, reports, and other documentation on an as-needed task assignment basis. Additionally, it will encompass passenger and operational forecasts, evaluations of terminal and airfield facilities, evaluation and/or preparation of project development programs, preliminary cost estimating and financial analysis and any other task related to airport planning activities. The pool of two aviation planning professionals are required because the planning activities associated with this agreement are typically required on short notice and ranging in duration of 30 to 90 days and requiring the mobilization on the average of 200 to 400 man hours, which in-house professional staff capabilities, existing responsibilities, and workload do not permit. Average service order amounts range from $80 - $90K and are for expedited requirements driven by stakeholder requests, regulatory mandates, compliance requirements, or an operational or market need. In addition, a pool of two aviation planning professionals will provide the Aviation Department a third-party verification option for all airport planning data.

SELECTION PROCESS: In accordance with Chapter 287.055 of the Florida Statues and Chapter 2-10.4 of the Code of Miami-Dade County, both of which concern certification, selection and negotiations procedures, the Competitive Selection Committee held a First Tier meeting on February 12, 2008, in which the four (4) firms that submitted proposals were ranked in the following order:

1. Ricondo & Associates, Inc.

2. URS Corporation Southern
3. Wilbur Smith associates, Inc.
4. Landrum Brown, Inc.

The top two (2) ranked firms, Ricondo & Associates, Inc., and URS Southern were deemed to have met the qualification requirements. On February 22, 2008, the name of the two firms was submitted to my office for further consideration for negotiations of an agreement. On February 27, 2008, I appointed a Negotiation Committee which negotiated a satisfactory agreement with the two top ranked firms.

COMMISSION DISTRICT:	Various Districts
APPROVAL PATH:	Board of County Commissioners
OCI A&E PROJECT NO:	E07-MDAD-01
USING DEPARTMENT:	Miami-Dade Aviation Department
MANAGING DEPARTMENT:	Miami-Dade Aviation Department

Fiscal Impact/Funding Source

OPERATIONS COST IMPACT/FUNDING:	Funded by the Aviation Department's Operating Budget
MAINTENANCE COST IMPACT/FUNDING:	N/A
PTP FUNDING:	No
GOB FUNDING:	No
PROPOSAL RECEIVED:	4
CONTINGENCY PERIOD:	0
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$750,000

BASE CONTRACT AMOUNT:	$750,000
CONTINGENCY ALLOWANCE (Section 2-8.1 Miami-Dade County Code):	N/A
TOTAL DEDICATED ALLOWANCE:	$0

Track Record/Monitoring

FIRM:	URS Corporation Southern
COMPANY PRINCIPAL(S):	Carlos Garcia, P.E., Winfred Beyea
COMPANY LOCATION:	7650 Corporate Center Dr., Suite 400, Miami, FL 33126
YEARS IN BUSINESS IN FLORIDA:	27 Years
PREVIOUS EXPERIENCE WITH COUNTY PAST FIVE YEARS):	Nine (9) contracts totaling $50,832,994
CONSULTANT PERFORMANCE:	URS Southern has a 3.6 (4.0 = Superior performance) average rating for previous agreements with the County listed in the CIIS.
COMPLIANCE DATA:	No violations on record.

REVIEW COMMITTEE:

Meeting Date	Signoff Date
10/24/2007	10/24/2007

RESPONSIBLE WAGES:	N/A
AFFIRMATIVE ACTION EXPIRATION DATE:	AAP No. 009159 Expires 9/30/2008

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

Type	Goal	Estimated Value
CBE	15%	$112,500

SUBCONSULTANTS:	Nifah & Partners Consulting Engineers, Inc – 7.5% Gurri Matute, PA – 7.5%
MANDATORY CLEARINGHOUSE:	N/A

CONTRACT MANAGER:	Jose Ramos	JRamos@miami-airport.com
PROJECT MANAGER:	Ammad Riaz	Ariaz@miami-airport.com
APPROVED FOR LEGAL SUFFICIENCY:	Yes	

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 17, 2008

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

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

Please note any items checked.

_____	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	Housekeeping item (no policy decision required)
✓	
_____	No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(D)
7-17-08

RESOLUTION NO. **R-830-08**

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND URS CORPORATION SOUTHERN, FOR AVIATION PLANNING CONSULTANT SERVICES FOR THE COUNTY'S SYSTEM OF PUBLIC USE AIRPORTS, PROJECT NO. E07-MDAD-01; IN AN AMOUNT NOT TO EXCEED $750,000; AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves the Professional Services Agreement between Miami-Dade County and URS Corporation Southern for Aviation Planning Consultant Services for the County's System of Public Use Airports, Project No. EO7-MDAD-01, in substantially the form attached hereto, in an amount not to exceed $750,000, for a term of five (5) years; all as more particularly set forth in the accompanying memorandum from the County Manager; this Board authorizes the County Mayor or his designee to execute the same for and on behalf of the County, and to exercise the termination provisions therein.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	absent		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 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. D.F.

Daniel Frastai

Memorandum

Date: April 10, 2008

To: George M. Burgess
County Manager

From: Pedro J. Betancourt, PMP
Project Manager
Miami-Dade Aviation Department

Subject: Negotiation Committee Report for Professional Services for the Aviation Planning Services for the County's System of Public Use Airports
OCI Project No. E07-MDAD-01

Attached please find six (6) copies of the proposed two (2) separate Professional Services Agreements for Aviation Planning Services for the County's System of Public Use Airports for the Miami-Dade Aviation Department ("MDAD") negotiated by County staff with the following two firms: Ricondo & Associates, Inc. ("the Consultant"), and URS Corporation Southern ("the Consultant").

DESCRIPTION OF SERVICES

The Consultant shall provide professional aviation planning services which may include but not limited to airfield, airspace and terminal planning, aircraft and airport operational analysis, airport master planning, airport strategic planning, aviation regional planning, Aviation Layout Plan (ALP) development and support, Capital Improvement Program (CIP), Joint Automated Capital Improvement Program (JACIP), development and support, airspace analysis, zoning airport planning technology applications, operations of planning models, economic impact analysis, management of planning data, planning support to airport management, individual planning project studies, and other activities normally associated with planning at large commercial and general aviation airports.

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

The amount of each Agreement is $750,000 (includes IG fee) and the source of funding for the Agreement shall be MDAD operating fund. The term of the Agreement shall be for five (5) years and shall be in effect until all services are completed or, until those service orders in force at the end of the stated period of time have been completed and the services accepted, whichever may be later.

CERTIFICATION, SELECTION AND NEGOTIATION PROCESS

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection and negotiation procedures, the Competitive Selection Committee held a First Tier meeting on February 12, 2008, in which the four (4) firms that submitted proposals were ranked as follows:

1) Ricondo & Associates, Inc.
2) URS Corporation Southern
3) Wilbur Smith Associates, Inc.
4) Landrum Brown, Incorporated

The top two (2) ranked firms, Ricondo & Associates, Inc., and URS Corporation Southern were deemed to have met the qualification requirements. The Committee determined that the information provided in the proposal was sufficient to determine the qualifications of the firms and the Committee waived the second tier phase by a majority vote. On February 22, 2008, the name of the two (2) firms, were submitted to your office for your further consideration for negotiations of an agreement.

Subsequently, your office appointed a Negotiation Committee on February 27, 2008. A satisfactory agreement was negotiated on March 20, 2008 with the two (2) top ranked firms of Ricondo & Associates, Inc., and URS Corporation Southern.

A more detailed analysis of the evaluation and selection process is included in the attached competitive selection committee's report

Attachments

c: Clerk of the Board of County Commissioners

COMPETITIVE SELECTION COMMITTEE:

Mike Ramos, Chairperson, OCI (non-voting)
Jose Ramos, MDAD
Sunil Harman, MDAD
Carlos Roa, MPO
Robert Williams, PWD
Heather Fraser, SBD

NEGOTIATION COMMITTEE

Jose Ramos, MDAD
Sunil Harman, MDAD
Carlos Roa, MPO

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

CLERK OF THE BOARD
2008 JAN 31 PM 2:53
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

LIST OF RESPONDENTS

OCI Project Name: AVIATION PLANNING CONSULTANT SERVICES
OCI Project No.: E07-MDAD-01
Measures: 15% CBE MEASURES (EACH)
mber of Agreements: 2
Contract Type: PROJECT SPECIFIC
Submittal Date: 01/28/2008

Submittal No: 1
Prime Name: RICONDO & ASSOCIATES, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 363663903

Subs Name	Trade Name	Subs FEIN No.
a. CRJ & ASSOCIATES, INC.		650969527
b. RODRIGUEZ AND QUIROGA ARCHITECTS CHARTERED		592277900
c. JACOBSEN/DANIELS ASSOCIATES, LLC		010556836

Submittal No: 2
Prime Name: URS CORPORATION SOUTHERN
Trade Name: GREINER SOUTHERN, INC.
Prime Local Preference: Yes
FEIN No.: 592087895

Subs Name	Trade Name	Subs FEIN No.
a. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
b. GURRI MATUTE, P.A.		651038126

Submittal No: 3
Prime Name: LANDRUM & BROWN, INCORPORATED
Trade Name:
Prime Local Preference: No
FEIN No.: 311095645

Subs Name	Trade Name	Subs FEIN No.
a. REYNOLDS, SMITH AND HILLS, INC.		592986466
b. CRJ & ASSOCIATES, INC.		650969527
c. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
d. PLANNING TECHNOLOGY, INC.		593026501

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E07-MDAD-01
Measures: 15% CBE MEASURES (EACH)
mber of Agreements: 2
Contract Type: PROJECT SPECIFIC
Submittal Date: 01/28/2008

Submittal No: 4
Prime Name: WILBUR SMITH ASSOCIATES, INC.
Trade Name:

Prime Local Preference: No
FEIN No.: 570405950

Subs Name	Trade Name	Subs FEIN No.
a. GURRI MATUTE, P.A.		651038126
b. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
c. H.J. ROSS ASSOCIATES, INC.		650163389
d. TRANSSOLUTIONS, L. L. C.		752780979

Memorandum

MIAMI-DADE COUNTY

Date: January 14, 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Selection Committee for the Miami-Dade Aviation Department – Aviation Planning Consultant Services - OCI Project No. E07-MDAD-01

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Aviation Department – Aviation Planning Consultant Services - OCI Project No. E07-MDAD-01:

Selection Committee
Mike Ramos, OCI (Non-Voting Chairperson)
Jose Ramos, MDAD
Sunil Harman, MDAD
Carlos Roa, MPO
Robert Williams, PWD
Heather Fraser, SBD
Jose Camero, GSA (Alternate)

At the introductory meeting, the panel members will receive proposals and instructions regarding the evaluation and selection process. The First-Tier selection meeting is scheduled to review written material regarding the qualifications of each firm as it relates to the requirements defined in the advertised document. The Selection Committee will evaluate and rate each team of firms. Alternatively, the Selection Committee may waive the Second-Tier selection process by a majority vote and make a final recommendation to the County Manager, that a contract be negotiated with the highest ranked responsive and responsible proposer(s), based on the First-Tier criteria only.

The Selection Committee shall be responsible for evaluating and rating the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Selection Committee will first evaluate and rate responsive proposals based on First-Tier selection criteria. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include qualifications of firms including the team members assigned to the project, knowledge and past experience of similar type projects, past performance of firms, amount of work awarded and paid by the County, ability of team members to interface with the County, knowledge of project scope, ability to provide the required services within schedule and budget and responsiveness to the established requirements.

You will be advised of the date, time and place at which the Committee will convene. If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Office of Capital Improvements (OCI) Architectural & Engineering Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Qualification Score(s)
Adjusted Score (if applicable)
Committee's Overall Ranking and Recommendation

This report should be submitted to me by OCI for review and consideration for further recommendation for negotiations.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by OCI.

c: Johnny Martinez, Jr., P.E., Director, OCI
Jose Abreu, Director, MDAD
Jose-Luis Mesa, Ph.D., Director, MPO
Esther Calas, Director, PWD
Wendi Norris, Director, GSA
Penelope Townsley, Director, SBD

Selection Committee
Mike Ramos, OCI (Non-Voting Chairperson)
Jose Ramos, MDAD
Sunil Harman, MDAD
Carlos Roa, MPO
Robert Williams, PWD
Heather Fraser, SBD
Jose Camero, GSA (Alternate)

SELECTION COMMITTEE
MIAMI-DADE AVIATION DEPARTMENT
AVIATION PLANNING CONSULTANT SERVICES

OCI PROJECT NO. E07-MDAD-01

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Mike Ramos Non-Voting Chairperson	OCI	--	--	--	--	(305) 375-5215
Jose Ramos, Chief Aviation Planning	MDAD	1994	Hispanic Male	Master of Architecture Bachelor of Architecture	R.A.	(305) 876-8080
Sunil Harman Division Director, Aviation Planning, Land Use and Grants	MDAD	2005	White Male	Master of Aviation Administration, B.S.C.	N/A	(305) 876-7090
Carlos Roa MPO Transportation Systems Manager	MPO	1989	Hispanic Male	Master of Arts in Urban Planning Bachelor of Science in Civil Engineering	N/A	(305) 375-4507
Robert Williams Traffic Control Center Engineer	PWD	1980	White Male	Master of Transportation Engineering	P.E.	(305) 592-8925 Ext. 247
Heather Fraser, Manager Business and Professional Development Division	SBD	2000	Black Female	Bachelors in Business Management	Human Resources Development	(305) 375-3126
Jose Camero Architectural and Engineering Manager (Alternate)	GSA	2006	Hispanic Male	Master of Architecture	R.A.	(305) 375-3542

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: AVIATION PLANNING CONSULTANT SERVICES

OCI Project No: E07-MDAD-01

Measures: 15% CBE MEASURES (EACH)

Number of Agreements: 2

Project Type: PROJECT SPECIFIC

Submittal Date: 01/28/2008

Meeting Date: 02/12/2008

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
RASER, HEATHER							
RICONDO & ASSOCIATES, INC.	(LP)	40	20	15	5	5	85
URS CORPORATION SOUTHERN	(LP)	45	20	15	1	5	86
LANDRUM & BROWN, INCORPORATED		38	18	15	1	4	76
WILBUR SMITH ASSOCIATES, INC.		40	18	15	1	5	79
ARMAN, SUNIL							
RICONDO & ASSOCIATES, INC.	(LP)	49	20	20	5	5	99
URS CORPORATION SOUTHERN	(LP)	47	20	18	2	4	91
LANDRUM & BROWN, INCORPORATED		48	19	20	3	4	94
WILBUR SMITH ASSOCIATES, INC.		46	20	17	4	4	91
AMOS, JOSE A							
RICONDO & ASSOCIATES, INC.	(LP)	50	20	15	4	5	94
URS CORPORATION SOUTHERN	(LP)	45	20	15	2	5	87
LANDRUM & BROWN, INCORPORATED		50	20	15	3	4	92
WILBUR SMITH ASSOCIATES, INC.		50	20	15	4	4	93
OA, CARLOS							
RICONDO & ASSOCIATES, INC.	(LP)	44	18	15	5	5	87
URS CORPORATION SOUTHERN	(LP)	45	17	16	2	5	85
LANDRUM & BROWN, INCORPORATED		43	16	15	3	5	82
WILBUR SMITH ASSOCIATES, INC.		46	18	15	4	5	88
ILLIAMS, ROBERT							
RICONDO & ASSOCIATES, INC.	(LP)	45	20	18	5	4	92
URS CORPORATION SOUTHERN	(LP)	47	20	16	1	5	89
LANDRUM & BROWN, INCORPORATED		47	20	18	3	3	91

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project No: E07-MDAD-01

Measures: 15% CBE MEASURES (EACH)

Number of Agreements: 2

Project Type: PROJECT SPECIFIC

Submittal Date: 01/28/2008

Meeting Date: 02/12/2008

	Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
ILLIAMS, ROBERT						
WILBUR SMITH ASSOCIATES, INC.	45	20	18	3	3	89

TALS AND FIRST TIER RANKING

RELIMINARY RANKING

ime Firm Name		Prelim. Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Prelim. Rank
CONDO & ASSOCIATES, INC.	(LP)	433	1	1				1
RS CORPORATION SOUTHERN	(LP)	430	2	2				2
ILBUR SMITH ASSOCIATES, INC.		424	3	3				3
NDRUM & BROWN, INCORPORATED		422	4	4				4

NAL RANKING

ime Firm Name		Prelim. Points	Cr. 4A Points	Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
CONDO & ASSOCIATES, INC.	(LP)	433	24	457	1	1					1	
RS CORPORATION SOUTHERN	(LP)	430	8	438	3	2					2	
ILBUR SMITH ASSOCIATES, INC.		424	16	440	2	3					3	
NDRUM & BROWN, INCORPORATED		422	13	435	4	4					4	

IAL RANKING IS SUBJECT TO CHANGE PENDING COMPLIANCE REVIEW FROM BUSINESS DEVELOPMENT

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

Definitions

LP	Local Preferred Team
Cr.1A	Qualification of firms including the team members assigned to the Project.
Cr.2A	Knowledge and past experience of similar type projects.
Cr.3A	Past performance of the firms.
Cr.4A	Amount of work awarded and paid by the County.
Cr.5A	Ability of team members to interface with the County.
OCI	Office of Capital Improvements
TBR	Tie Breaker
Prelim. Points	Total Team Points - Criteria 4A Team Points

Memorandum

MIAMI-DADE COUNTY

Date: February 22, 2008

To: George M. Burgess
County Manager

From: Mike Ramos, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department (MDAD)
Aviation Planning Consultant Services
OCI Project No. E07-MDAD-01

The Competitive Selection Committee has completed the evaluation of proposals submitted in response to the above referenced OCI Project No. following the guidelines published in the Notice to Professional Consultants (NTPC).

OCI Project No.: E07-MDAD-01

Project Title: Aviation Planning Consultant Services

Scope of Services: The selected consultants shall provide the following aviation planning services, airfield, airspace and terminal planning, aircraft and airport operational analysis, airport master planning, airport strategic planning, aviation regional planning, Aviation Layout Plan (ALP) development and support, Capital Improvements Program (CIP), Joint Automated Capital Improvement Program (JACIP), development and support, airspace analysis, zoning airport planning technology applications, operations of planning models, economic impact analysis, management of planning data, planning support to airport management, individual planning project studies, and other activities normally associated with planning at large commercial and general aviation airports.

The Miami-Dade County Airport System includes Miami International Airport (MIA), Opa-Locka Executive Airport (OPF), Kendall Tamiami Executive Airport (TMB), Homestead General Aviation Airport (X-51) and Dade-Collier Training and Transition Airport (TNT).

Two consultants will be retained under a non – exclusive professional services agreement (PSA) in the amount of $750,000 each with an effective term of five (5) years, or until the monies are exhausted, whichever occurs first.

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Term of contract: Two (2) non-exclusive PSA will be awarded under this solicitation. Subject PSA will be in an amount not to exceed $750,000 each, with an effective term of five (5) years.

Review Committee: The Review Committee recommended a 15% Community Business Enterprise (CBE) goal for each agreement on October 24, 2007.

Date of County Manager's approval to advertise/initiate: November 30, 2007

Number of proposals received: Four (4)

Number of proposals found non-responsive: One (1)

Name of Proposers: Please refer to the attached List of Respondents (LOR).

First-Tier Results: See attached First-Tier Final Ranking Report

Second-Tier Results: Not applicable. Based on their professional expertise, the Competitive Selection Committee determined that the information provided in the proposals is sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed below:

1. Sunil Harman, MDAD
2. Ammad Riaz, MDAD
3. Carlos Roa, MPO

Request for authorization to enter negotiations:
Pursuant to the above captioned code, it is hereby requested that the County Manager approve the selection of the following consulting firms, in the following order of preference, for negotiations:

RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
Two (2) AGREEMENT with 15%CBE GOALS EACH

1. Ricondo and Associates, Inc.
2. URS Corporation Southern

The following teams of firms are the alternates:

1. Wilbur Smith Associates, Inc.

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners as an attachment to the County Manager's memorandum to the Board:

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1. A general description of the project(s).
2. The total cost of the project and source of funding.
3. A brief description of the selection process.
4. All consultant fees and how compensation amounts were computed.
5. Estimated project timetables, including the project completion date.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Authorization to negotiate is:

Approved Date

Not Approved Date

Attachments:
1. List of Respondents
2. First-Tier Final Ranking Report

c: Clerk of the Board of County Commissioners
Ysela Llort, Assistant County Manager, Office of the County Manager
José Abreu, P.E., Director, MDAD
Competitive Selection Committee

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

Project/Contract Title: AVIATION PLANNING CONSULTANT SERVICES (SIC 871)
RC Date: 08/08/2007
Project/Contract No: E07-MDAD-01
Funding Source:
Item No: 1-02
Department: MIAMI DADE AVIATION DEPARTMENT
OPERATING BUDGET
Resubmittal Date(s):
Estimated Cost of Project/Bid: $1,500,000.00
Description of Project/Bid: TO ESTABLISH A CONTRACT TO DIRECTLY SUPPORT THE WORK ASSIGNED TO THE MIAMI-DADE AVIATION DEPARTMENT'S AVIATION PLANNING DIVISION, AS RELATED TO AVIATION PLANNING SERVICES TO THE MIAMI-DADE COUNTY AIRPORT SYSTEM. THE AIRPORT SYSTEM CONSISTS OF THE MIAMI INTERNATIONAL AIRPORT (MIA), OPA-LOCKA EXECUTIVE AIRPORT (OPF), KENDALL TAMIAMI EXECUTIVE AIRPORT (TMB), HOMESTEAD GENERAL AVIATION AIRPORT (X-51) AND DADE-COLLIER TRAINING AND TRANSITION AIRPORT (TNT).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	20.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-22, Section V.

80% of the scope of services will be in category 25.00 (Aviation Planning Consultant Services) which is a new category.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
TRANSPORTATION PLANNING-AVIA/AIRPORT MASTER PLAN	CBE	$300,000.00	20.00%	7
	Total	$300,000.00	20.00%	

Living Wages: YES [ ] NO [X]
Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 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** CBE = 20% **Bid Preference** _____

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

Chairperson, Review Committee — Date 8/8/07

County Manager — Date

22

MEMORANDUM MIAMI-DADE COUNTY

DATE: February 20, 2008

TO: José Abreu, P. E., Director
Miami-Dade Aviation Department

FROM: Penelope Townsley, Director
Small Business Development

SUBJECT: Compliance Review
E07-MDAD-01
Aviation Planning Consultant Services

The Department of Small Business Development has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE) Program for Architectural and Engineering Services. The contract measure established for this project is a 15% CBE Goal.

The Construction Contracts Section of the Office of Capital Improvements (OCI) has submitted proposals from Ricondo & Associates, Inc. (#1), URS Corporation Southern (#2), Landrum & Brown, Incorporated (#3) and Wilbur Smith Associates, Inc. (#4) for compliance review.

Ricondo & Associates, Inc. (#1), submitted a Schedule of Participation listing CBE sub-consultant Rodriguez and Quiroga Architects Chartered to provide architectural system services – aviation systems, architectural design at 7%. The Schedule of Participation also listed CBE sub-consultant, CRJ & Associates, Inc. to provide transportation planning – aviation systems & airport master planning, engineering design, general civil engineering, and engineering construction management services at 8%. Letters of Intent were submitted that are in agreement with the Schedule of Participation. Ricondo & Associates, Inc. has fulfilled the required measure and is in compliance with the CBE Participation Provisions.

URS Corporation Southern (#2) submitted a Schedule of Participation listing CBE sub-consultant Nifah and Partners Consulting Engineers, Inc. to provide transportation planning – aviation systems and airport master planning services at 7.5%. The Schedule of Participation also listed CBE sub-consultant, Gurri Matute, PA. to provide aviation systems – architectural design services at 7.5%. Letters of Intent were submitted that are in agreement with the Schedule of Participation. URS Corporation Southern has fulfilled the required measure and is in compliance with the CBE Participation Provisions.

Landrum & Brown, Incorporated (Landrum) (#3), did not submit a Schedule of Participation form. Landrum also failed to submit Letters of Intent for each of the CBE sub-consultants. A legal opinion rendered by the County Attorney's Office on February 12, 2008 states the following: "A review of Landrum's proposal in its entirety revealed no other documents that contained the information equivalent to that sought through the SOP and LOI. Based on the foregoing, it is the determination of this office that Landrum's bid is nonresponsive".

Wilbur Smith Associates, Inc (#4), submitted a Schedule of Participation listing CBE sub-consultant Nifah and Partners Consulting Engineers, Inc. to provide transportation planning – aviation systems and airport master planning services at 7.5%. The Schedule of Participation also listed CBE sub-consultant, Gurri Matute, PA. to provide aviation systems – architectural design services at 7.5%. Letters of Intent were submitted that are in agreement with the Schedule of Participation.

Wilbur Smith Associates, Inc has fulfilled the required measure and is in compliance with the CBE Participation Provisions.

Please note that this memorandum only addresses compliance with the Community Business Enterprise Participation Provisions and the established contract measure. The Construction Contracts Section of the Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need additional information, please do not hesitate to contact Coralee Taylor at 305-375-3142.

pt/ct

cc: Mike Ramos, OCI
Milton Collins, MDAD
Caridad Corrales, MDAD
Patrice Hill, SBD
File

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DEPT. BUSINESS DEV.

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MEMORANDUM

MIAMI-DADE COUNTY

To: Penelope Townsley
Director
Small Business Development

Date: 12 February 2008

From: John McInnis
Assistant County Attorney

Subject: Legal Opinion
Project E07-MDAD-01
Aviation Planning Consultant Services

This office has been asked whether a proposal by Landrum & Brown, Inc. (Landrum), in connection with the above-described project is "responsive" within the meaning of Miami-Dade County's community business enterprise program for architects and engineers (CBE-A/E), section 2-10.4.01, Code of Miami-Dade County. The Board of County Commissioners has established a 15% CBE goal for this project. Based on the information provided by your department, it is the determination of this office that Landrum's bid is nonresponsive.

The bid documents, including the ordinance and participation provisions promulgated thereunder, require all respondents to submit a schedule of participation (SOP) and letter of intent (LOI) at the time of proposal submittal. The schedule of participation must list all CBEs to be utilized to meet the established goal, the professional service designation of the work each listed CBE is to perform, and the percentage of the total project such work represents. The SOP must be signed by the prime proposer. ***CBE Participation Provisions, E(2)(a)(i).*** Proposers are also required to submit a letter of intent from each CBE listed on the schedule of participation by 4:00 p.m. on the second business day following proposal submission. The letter of intent must be signed by the representative of the CBE subconsultant, and must indicate the CBE's capacity and intent to perform the designated professional service and the percentage of the total project represented by such work. ***CBE Participation Provisions, E(2)(a)(vi).*** The purpose of the joint SOP and LOI requirements is to provide assurances to the County that if the proposal is accepted, the prime proposer and each CBE subconsultant are in agreement as to the professional service designation of the work the CBE is to perform and the percentage of the total project such work represents.

Your department has advised that Landrum did not submit either the SOP or LOI as required. The organizational chart and letter of interest included with Landrum's submittal identified a CBE subconsultant, but did not show the percentage of the total project the CBE firm's work would represent. A review of Landrum's proposal in its entirety revealed no other documents that contained information equivalent to that sought through the SOP and LOI. Based on the foregoing, it is the determination of this office that Landrum's bid is nonresponsive.

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AVIATION PLANNING CONSULTANT SERVICES FOR THE COUNTY'S SYSTEM OF PUBLIC USE AIRPORTS PROJECT NO.: E07-MDAD-01 PROFESSIONAL SERVICES AGREEMENT (NON-EXCLUSIVE)

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 Consultant: **URS Southern Corporation**
7650 Corporate Center Drive, Suite 400
Miami, Florida 33126-1220
Office: (305) 262-7466
Fax: (305) 261-4017

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

For the Project: **Aviation Planning Consultant Services**

The selected Consultant(s) shall provide the following aviation planning services which may include but not be limited to airfield, airspace and terminal planning, aircraft and airport operational analysis, airport master planning, airport strategic planning, aviation regional planning, Aviation Layout Plan (ALP) development and support, Capital Improvement Program (CIP), Joint Automated Capital Improvement Program (JACIP), development and support, airspace analysis, zoning airport planning technology applications, operations of planning models, economic impact analysis, management of planning data, planning support to airport management, individual planning project studies, and other activities normally associated with planning at large commercial and general aviation airports.

The Owner and Consultant agree as set forth herein:

PROJECT SERVICES AGREEMENT

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WITNESSETH

ARTICLE 1

DEFINITIONS

1.1 AFFIRMATIVE ACTION: Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Consultant 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.

1.2 AGREEMENT: This written Agreement between the Owner and the Consultant, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

1.3 AMENDMENT: A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.

1.4 "Air Operations Area" or "AOA" shall mean any area of the Airport identified by the Department and used or intended to be used for landing, taking-off or surface maneuvering of aircraft, excluding those leasehold areas within or having direct access to the AOA which are subject to security requirements imposed on the lessee or tenant under appropriate federal regulations, or agreement incorporated in a signed lease, unless such security requirements are assumed by the Department through the issuance of an Operational Directive or by lease agreement.

1.5 PRIMARY SERVICES: Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s).

1.6 PRIMARY SERVICES FEE: The basis for compensation of the Consultant for the Primary Services performed under this Agreement.

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

1.8 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.

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

JG

1.10 CONSULTANT: A firm, Company, Joint Venture, or individual under Contract with the Department to render Professional Services.

1.11 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant 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 under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, and other services pertinent to the Task.

1.12 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.

1.13 ELEMENT: A major unique segment of the professional services to be performed in the Primary Services. An Element is further broken down to smaller segments identified as Tasks and Subtasks.

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

1.15 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.

1.16 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).

1.17 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.

1.18 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.

1.19 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 Consultant.

1.20 PROJECT: The various Task of the Services set forth in this Agreement.

1.21 PROJECT BUDGET: Cost for the Project, prepared by the Owner as part of the Program, including the estimated 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.

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

1.23 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 Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Primary Services Fee.

1.24 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services.

1.25 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

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

1.27 SUBTASK: A specific assignment of professional services with an identified starting date, concluding date, and a specific work product.

1.28 TASK: A Subtask or a group of subtasks assigning professional services directed toward a specific objective.

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

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE CONSULTANT

2.1 INFORMATION TO BE FURNISHED BY THE CONSULTANT: The Consultant shall furnish, to the extent authorized herein, the professional services, salaries, wages, materials, equipment, etc., necessary to complete the services for the study which is described in Article 4. The Consultant shall diligently coordinate the performance of the services with the Department and its designees in order to provide for the expeditious, economical and efficient completion of the Primary Services described herein.

2.2 PRIMARY SERVICES: For all Primary Services the Consultant shall use employees of his firm or employees of the firms presented as members of the study team, at consultant selection. The Owner may authorize the Consultant to perform the various Tasks described and contained herein in Article 4 of this Agreement. Such authorization(s) shall be accomplished through an approved Service Order(s).

Upon written instruction, the Consultant shall perform such Primary Services, as needed, to provide additional study(ies) to further the preparation of miscellaneous aviation consultant planning services.

[Remainder of page intentionally left blank]

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

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 Consultant 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 Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

3.2.1 The Consultant shall provide (at its own cost):

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

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

Under no circumstances are vehicles permitted on the A.O.A. side without increasing automobile coverage to $5,000,000. Only Consultant 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 ten percent (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 Consultant and/or 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 Consultant 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.

3.3 ASSIGNMENT: The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part. However, the Consultant 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 Consultant 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 Consultant during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Consultant 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 Consultant shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Consultant 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 Consultant to the Owner. The Consultant 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 Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. Payment of such Sub-consultants employed at the option of the Consultant shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the Primary 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 Consultant.

3.6 TERM OF AGREEMENT: The term of this Agreement shall be for five (5) years or until all monies allocated have been exhausted, whichever comes first. It shall begin upon execution by the parties and, as long as the monies allocated have not been exhausted, it 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 Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Consultant shall have no right to terminate this Agreement for convenience of the Consultant, 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 Consultant 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 Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

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 Consultant 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 Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant 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 Consultant's Termination for Cause: The Consultant 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 Consultant 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 Consultant, 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 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, 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.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide miscellaneous aviation planning services, and to include all necessary items for the proper completion of such services, which will be able to be used by the Owner for its intended purpose. The Consultant shall perform, as Primary Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.9.2 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.

3.9.3 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.

3.10 SOLICITATION: The Consultant warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant 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 Consultant for any reason whatsoever.

3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant 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 Consultant 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 Consultant 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 Consultant under this Agreement shall be made within one (1) year from the date of final billing or acceptance of the Services by the Owner, whichever is later.

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

Pursuant to MDC Code Section 2-1076; the Office of the **Miami-Dade County Inspector General** (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying.

The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

(1) If this contract is completely or partially terminated, the Consultant shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
(2) The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 8). The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Consultant of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Consultant, its officers, agents and employees. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this contract.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an **Independent Private Inspector General (IPSIG)** who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; 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 not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, 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 contract documents, back-charge document, 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.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 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 shall become the property of the Owner; however, the Owner may grant to the Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

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

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

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

3.14 LAWS AND REGULATIONS:

3.14.1 The Consultant 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 Consultant in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.

3.14.2 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.

3.14.3 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 Consultant 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.

3.14.4 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 Consultant 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.

3.14.5 The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Fl 33152-1550.

A. A source of income statement
B. A current certified financial statement
C. A copy of the Consultants current Federal Income Tax Return

3.14.6 In addition to the above requirements in this sub-article, the Consultant 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:

3.14.6.1 Each employee of the Consultant and sub-consultant(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.

3.14.6.2 The Consultant and its sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

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

3.14.6.4 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.

3.15 NOT USED

3.16 WARRANTY: The Consultant 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.

3.17 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 Consultant shall be issued by or through the Project Manager. The Consultant 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.

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

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

3.18.2 In order to maintain high levels of security at MIA, the Consultant must obtain MDAD photo identification badges for all the Consultant employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. All Consultant employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

3.18.3 The Consultant shall be responsible for requesting MDAD to issue identification badges to all employees who the Consultant requests

be authorized access to the Secured/AOA/SIDA/Sterile Areas and any other restricted areas of the airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Consultant or upon final acceptance of the work or termination of this Agreement. The Consultant will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

3.18.4 All employees of the Consultant, or Sub-consultants 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 Consultant. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

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

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

3.18.6 Only Consultant staff with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Consultant shall require such employee to have a

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

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

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

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

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

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

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

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

3.19 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 Primary Services or other Professional Services within the contract limits defined in the agreement. The Consultant 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.

3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 2 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 have equal or greater qualifications or capabilities to perform the necessary services.

3.21 CONSULTANT RESPONSIBILITY:

3.21.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the

specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Sub-consultants and in approving and accepting such work ensure the professional quality, completeness, and coordination of Sub-consultant's work.

3.21.2 The Owner shall notify the Consultant 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 Consultant or any Sub-consultant 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.

3.21.3 Upon Owner's notification of deficient or defective work stemming from the Consultant's services, the Consultant 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 Consultant of the findings from that review. Upon notification, the Consultant shall have fourteen (14) days to request reconsideration of the findings.

3.22 CONSULTANT PERFORMANCE EVALUATION In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services (Planning Services), Construction Contracting, Change Orders, and Reporting", the Consultant is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Consultant 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.

3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five

(45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

3.25 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) following the end of the contract, whichever is later.

3.26 ETHICS COMMISSION: Pursuant to Section 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over Consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Consultant firm, sub-consultants or team members within ninety (90) days of each task assignment. The report must be submitted to Robert Meyers, Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

ARTICLE 4

PRIMARY SERVICES

4.1 START OF WORK: No Services under this Agreement shall be performed by the Consultant 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 Consultant to meet the Projected schedule.

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

4.2 PRIMARY SERVICES SCHEDULE AND SUMMARY: The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all aviation planning services, as further specified below, designated as Primary Services.
Prior to receipt by the Consultant of a Service Order to proceed with any agreed work, the Consultant shall prepare and submit to the Owner, for its review and approval, a schedule for the particular primary service to be performed, a proposed fee and schedule.

The Consultant is firmly obligated to complete the services in accordance with the negotiated fee and schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Consultant shall meet as specified in the Service Order with the Project Manager to review the Consultant's progress. The Consultant may request modifications to the schedule 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 Consultant shall furnish or cause to be furnished all professional 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 It shall be the responsibility of the Consultant to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

4.2.3 All Primary Services shall comply with and be in conformance to the Owners requirements.

4.2.4 Throughout the Primary Services, the Consultant shall coordinate its Services with other Owner provided consultants, as specified in the Service Order.

4.2.5 The Consultant shall submit to the Owner the deliverables listed under the Service Order in the format approved by the Owner. For any items not being submitted, the Consultant 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 Consultant shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.

4.2.6 Throughout the Primary Services, the Consultant shall assist the Owner in identifying work that is eligible for Federal/State grant-in-aid participation. The Consultant shall assist in reviewing applications prepared by the Owner and the Project Manager as applicable.

4.3 MEETINGS AND REPORTS

4.3.1. Meetings: As part of providing the Primary Services, the Consultant shall attend all meetings wherein information relating to the Primary 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 or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and Consultants, 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 Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc.

[Remainder of page intentionally left blank]

ARTICLE 5

REIMBURSABLE EXPENSES

Any reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

5.1 Specialized sub-consultants, when recommended by the Consultant, and approved by the Owner in writing, and when in the opinion of the Consultant, said specialized sub-consultant services are necessary of the accomplishment of the Services.

5.2 In the event the Consultant is assigned a project within the Customs area and the Consultant is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Consultant the cost of the premium for such bond, as substantiated by the invoice.

5.3 All printing and reproduction costs, as specified herein and those costs in excess of that required under Primary Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

5.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Primary Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

[Remainder of page intentionally left blank]

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

6.1 EQUAL EMPLOYMENT OPPORTUNITY: The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

6.2 NONDISCRIMINATORY ACCESS TO PREMISES: The Consultant, 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 Consultant 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.

6.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Consultant 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 Consultant 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.

6.4 NONDISCRIMINATION: During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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 Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant will include Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to Premises of this Article in Consultant 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 Consultant 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 Consultant 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 Consultant may request the United States to enter into such litigation to protect the interests of the United States.

6.5 DISABILITY NONDISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant 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 Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant 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

Consultant submits a false affidavit pursuant to this Resolution or the Consultant violated the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

6.6 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. 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 Office of Small Business Development (SBD). 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.

6.7 CONTRACT MEASURES: The Consultant is required under this Agreement to achieve a **Community Business Enterprise (CBE) Goal of fifteen percent (15%)** per the attached Schedule of Participation, and Letter of Intent as presented in the Consultant's Proposal for the Project.

To fulfill the requirements of this Article, the Consultant 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 Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

Utilization Report (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repeating County Administrative Orders 3-33, 3-14 and 3-28, and Establishing Administrative Order 3-39 Standard

Process for Construction of Capital Improvements. Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with Miami-Dade County on a monthly basis, unless designated otherwise. UR's are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto as Appendix 3.

ARTICLE 7

COMPENSATION FOR SERVICES

Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Services and Reimbursable Expenses performed shall not exceed **Seven-hundred Fifty Thousand Dollars ($750,000.00)** and shall be disbursed as reflected herein.

Owner agrees to pay the Consultant and the Consultant 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 Consultant for work performed without a Service Order.

7.1 PAYMENT FOR SERVICES: The fee for Services authorized in accordance with this Agreement will be computed by one (1) of the following three methods:

7.1.1 Compensation to the Consultant for Services shall be based as follows:

7.1.1.1 Flat rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance compensation schedule below. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

CATEGORY	TITLE	FLAT RATE ($/HR)
I	Principal	$180.00
II	Project Manager	$170.00
III	Managing Consultant	$175.00
IV	Senior Consultant	$135.00
V	Consultant	$100.00
VI	Technical Specialist/Support	$75.00

7.1.1.2 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the on call planning services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior

to the issuance of the Service Order. The compensation method shall be in accordance with the compensation schedule as shown in 7.1.1.1 of this Agreement.

7.1.1.3 Agreed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described Services for an agreed fixed dollar amount of compensation.

7.1.1.4 Escalation: During the term of this Agreement, the Owner may, by authorized Service Order only, adjust the fees included in the compensation schedule, 7.1.1.1, to reflect the change in the Consumer Price Index (CPI) on a year-by-year basis. Such adjustment will be based on the cumulative change of the Consumer Price Index (CPI) for the Miami urban area, provided that the annual increase shall not exceed three percent (3%)..

7.1.1.5 For Employees that are salaried and are not required to be paid time and one half for work over 40 hours. Forty (40) hours multiplied by the base pay rate ($) multiplied by the appropriate multiple (M) (if applicable); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.1)

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate. Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the premium pay rate ($*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.5*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

(40*30*2.65) + (10*30*1.1) = 3180 + 330 = $3510 or

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

(40*30*2.65) + (10*30*1.5*1.1) = 3180 + 495 = $3675

7.1.1.6 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

7.2 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Consultant for Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement shall not exceed **Twenty-Five Thousand Dollars ($25,000)**, and will be reimbursed by the Owner as verified by appropriate original bills, invoices or statements.

7.3 INVOICES AND METHODS OF PAYMENT: The Consultant 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 for each particular Service Order and eligible for payment pursuant to the agreed payment method as outlined in Article 7.1, Payment for Services. 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 Consultant 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 Consultant 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 Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

7.4 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant 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 Consultant to the Owner. The Consultant 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 Consultant, payable to such Sub-consultant(s). The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by

Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

7.5 CONSEQUENCE FOR NON-PERFORMANCE: Should the Consultant fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Services, the Consultant shall be liable for any damages to the Owner resulting from such delay.

7.6 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Task(s) the Consultant shall be compensated as follows:

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

7.6.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of abandonment of a Task, termination or suspension, the Consultant shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Task, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Consultant 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.

7.6.3 Upon payment to the Consultant for Service associated with abandoned, terminated or suspended Task in accordance with this Article, the Consultant shall have no further claim for Services related to the abandoned, terminated or suspended Task.

7.6.4 No payment shall be made by the Owner to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Task.

7.7 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 Ordinance No. 97-215. The amount for the Inspector General Audit Account is hereby set at **$1,875.00**. The Consultant 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.

7.8 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement including Reimbursable Expenses and the Inspector General Audit Account is **Seven Hundred Fifty Thousand Dollars ($750,000.00)**. 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.

ARTICLE 8
SPECIAL PROVISIONS

8.1 At any time during the term of this Agreement, Owner can require the Consultant to provide Project Specific Professional Liability Insurance in the amount of $1,000,000 per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with the article "Reimbursable Expenses" of this Agreement.

8.2 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue which are subject to federal regulations.

8.3 Pursuant to Article 4.2, the Consultant shall submit a schedule in a format as agreed between parties and shall include, among other things, proposed durations, from authorization to proceed, for each Task in Article 4 that are consistent with the durations as specified in the Service Order.

[Remainder of page intentionally left blank]

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

CONSULTANT (CORPORATION)

URS CORPORATION SOUTERN
Legal Name of Corporation

ATTEST:

Secretary: _____
Signature and Seal

DIANA B. LOPEZ
Type Name

By: _____
Consultant – Signature

CARLOS GARCIA - Vice President
Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness:

By: _____
Signature

Witness:

_____
Type Name

SSN: _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Legal Sufficiency: _____
Assistant County Attorney

Date: 4/22/08

ATTEST:

_____, , CLERK

BY: _____
Deputy Clerk

By: _____
Mayor

(Miami-Dade County Seal)

APPENDIX 1

PRINCIPALS OF THE CONSULTANT

Name of Principal	**Office Location**
Carlos Garcia, P.E.	7650 Corporate Ctr. Drive Suite 400 Miami, Florida 33126
Winfield Beyea	7650 West Courtney Campbell Causeway Tampa, Florida 33607

APPENDIX 2

CRITICAL PERSONNEL

Name, Title	Designated Role
Steven Henriquez, P.E.	Managing Consultant
Allan Nagy	Managing Consultant
Michael Thompson, AICP	Project Manager
Fred Nielsen	Senior Consultant
Peter Green, AICP	Consultant
Domingo Noriega, P.E.	Senior Consultant
Howard Klein	Senior Consultant
Duane Stark, AIA	Senior Consultant
Daphne Gurri, AIA	Senior Consultant
Andres Gutierrez, P.E.	Senior Consultant
Samuel Nifah, P.E.	Senior Consultant
Paul Behrens	Senior Consultant
Jeff Coleman	Senior Consultant
David Cabbage	Consultant
Genevieve Cave-Hunt	Consultant
Ramiro Herdocia, P.E.	Consultant
Peter Green, AICP	Consultant
Jorge Abela	Technical Specialist/Support
Luis Sanchez	Technical Specialist/Support

APPENDIX 3

COMMUNITY BUSINESS ENTERPRISE (CBE-A/E)
PARTICIPATION PROVISIONS
SCHEDULE OF PARTICIPATION AND LETTERS OF INTENT
UTILIZATION REPORT

AFFIDAVITS

APPENDIX _____

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE: Aviation Planning Consultant Services for the County's System of Public Use Airports

PROJECT NUMBER: E07-MDAD-01

COUNTY OF: Dade

STATE OF: Florida

Before me the undersigned authority appeared Carlos Garcia (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

URS Corporation Southern
(Name of Entity)

7650 Corporate Center Drive, Suite 400, Miami Florida 33126
(Address of Entity)

59-2087895
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Vice President
~~(Sole Proprietor)(Partner)(President or~~ Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1 A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__X__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

_____The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

___X___ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor / Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

___X___ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   URS Corporation Southern

   7650 Corporate Center Drive, Suite 400, Miami FL 33126

   Carlos Garcia, PE – Vice President

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

   URS Corporation Southern is a wholly-owned subsidiary of URS

   Corporation – a publicly traded corporation.

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

   URS Corporation Southern is a wholly-owned subsidiary of URS

   Corporation – a publicly traded corporation.

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   URS Corporation Southern is a wholly-owned subsidiary of URS Corporation with headquarters in San Francisco, California. Stock is traded at the New York Stock Exchange and ownership changes accordingly.

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ■ No

2. Does your firm provide paid health care benefits for its employees?

■ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

URS Corporation:

White:	6,668	Males	3,002	Females
Asian:	606	Males	283	Females
Black:	313	Males	269	Females
Native American/ Alaskan Natives	24	Males	32	Females
Hispanics:	418	Males	274	Females

URS Corporation Southern - Miami Office:

White:	23	Males	10	Females
Asian:	6	Males	1	Females
Black:	5	Males	6	Females
Native American/ Alaskan Natives	0	Males	0	Females
Hispanics:	27	Males	15	Females

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**
** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
7/16/2004	$780,000	$0	0%

Name of Dept. & Summary of Services Performed: Miami-Dade County Public Works – E03-PW-05; Soils, Foundations and Materials Testing Services

Litigation Arising out of Agreement: N/A

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CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
04/05/2005	$17,929,994	On-going	0%

Name of Dept. & Summary of Services Performed: Miami-Dade Transit – E04-MDT-02-PTP; MIC/Earlington Heights Connector Preliminary Engineering

Litigation Arising out of Agreement: N/A

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
9/15/2005	$350,000	On-going	0%

Name of Dept. & Summary of Services Performed: Department of Environmental Resources Management Management – A04-DERM-01 Environmental Land Management Planning Services for 35-40 designated environmentally endangered land parcels

Litigation Arising out of Agreement: N/A

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(4)			
3/21/2006	$20,000,000	On-going	0%

Name of Dept. & Summary of Services Performed: Miami-Dade County Seaport Dept. – E04-SEA-02 Bond Engineering Services

Litigation Arising out of Agreement: N/A

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(5)			
1/12/2006	$1,000,000	On-going	0%

Name of Dept. & Summary of Services Performed: Dept. of Environmental Resources Management — E04-DERM-01 – Environmental Cleanup, Compliance And Related Services for Dade County Facilities

Litigation Arising out of Agreement: N/A

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(6)			
6/16/2006	$ 750,000	On-going	0%

Name of Dept. & Summary of Services Performed: Construction Inspection Services – E05-OCI-02 D — Architectural and Engineering Construction Inspection Services

Litigation Arising out of Agreement: N/A

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(7)			
11/13/2006	$ 729,000	On-going	0%

Name of Dept. & Summary of Services Performed: Design Services for the Trail Glades Range A05-PARK-03 GOB 44-70154, 70763 – Architectural and Engineering Design and Construction, Administration Services

Litigation Arising out of Agreement: N/A

==========

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(8)			
10/11/2007	$8,000,000	On-going	0%

Name of Dept. & Summary of Services Performed: Miami-Dade Water and Sewer E06-WASD-11 Planning, design and construction administration services for the John E. Preston Water Treatment Plant

Litigation Arising out of Agreement: N/A

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIGINAL CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(9)			
11/08/2007	$1,294,000	On-going	0%

Name of Dept. & Summary of Services Performed: Miami-Dade Parks and Recreation E05-PARK-01

Park trail improvements consisting of architectural and engineering services to include planning, design, permitting, and construction administration services for the implementation of various greenway network And support amenities at trailheads for the North Miami-Dade and South Miami-Dade areas.

Litigation Arising out of Agreement: N/A

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business?
URS Corporation Southern – since April 1981
Parent company URS Corporation - since 1904

B. 1. Has the Entity ever done business under another name or with another firm? Yes, see attached sheet.
If yes, attach separate sheet(s) Listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? N/A
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

☒ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 9159 and the expiration date of September 30, 2008.

☐ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

Attachment to
Miami-Dade Aviation Department Single Execution Affidavits
E07-MDAD-01

COA-9

B. 1.

1957	Incorporated as Broadview Research, a research group active in the areas of physical and engineering sciences.
1968	Broadview Research acquired United Research Incorporated of Cambridge, Massachusetts. During this period, the name Broadview Research was changed to United Research Services - later shortened to URS.
1996 - 1997	Acquisition of Greiner Engineering and Woodward-Clyde Group, URS becoming URS Greiner.
1999	Acquisition of Dames & Moore Group, which included Dames & Moore, Radian International, BRW, O'Brien Kreitzberg, and Walk Haydel. Company name was changed to URS Corporation.

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__XX__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

__XX__ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

__XX__ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

__XX__ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORK PLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

__XX__ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

__XX__ The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

__XX__ The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title Vice President

Date 4/1/2008

STATE OF: Florida

COUNTY OF: Dade

The above certifications / verifications were acknowledged before me this 1 day of April, 2008, by Carlos Garcia, (Authorized Representative) of URS Corporation Southern, (Name of Corporation) who is personally known to me and who did not take an oath.

Notary Stamp or Seal:

Notary Public State of Florida
M Martinez
My Commission DD446722
Expires 08/01/2009

(Signature of Notary)

M. Martinez
(Print Name)

Notary Commission Number: DD446722

My Commission Expires: 8/01/2009

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: URS Corporation Southern Project No. E07-MDAD-01

Project Name: Aviation Planning Consultant Services for the County's System of Public Use Airports

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Nifah and Partners Consulting	Samuel Nifah	Transportation Planning;	7.5%	M	
Engineers, Inc.		Aviation Airport Master Planning			
12350 SW 132 Ct., Suite 211					
Miami, FL 33186					
Business Name and Address of First tier Subcontractor/Subconsultant	**Principal Owner**	**Scope of Work to be Performed by Subcontractor/Subconsultant**	**Subcontractor/ Subconsultant Dollar Amount**	**(Principal Owner) Gender Race**	
Gurri Matute PA	Daphne I. Gurri, AIA LEEDS	Architectural Services	7.5%	F	H
2701 Ponce de Leon Blvd.					
Suite 203					
Coral Gables, FL 33134					

I certify that the certifications contained in this Subcontractor/Subconsultant/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature	Print Name	Print Title	Date
	CARLOS GARCIA	Vice President	4/1/2008

(Duplicate if additional space is needed)

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

Truth-In-Negotiation Certificate

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE Aviation Planning Consultant Services for the County's System of Public Use Airports

PROJECT NUMBER E07-MDAD-01

Before me the undersigned authority appeared Carlos Garcia (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

(Signature of Authorized Representative)

Title Vice President

Date 4/1/2008

STATE OF: Florida

COUNTY OF: Dade

The above certifications/verifications were acknowledged before me this 1 day of April, 2008, by Carlos Garcia (Authorized Representative) of URS Corporation Southern (Name of Corporation), who is personally known to me or has produced as n/a identification and who did/did not take an oath.

(Signature of Notary)

M. Martinez
(Print Name)

Notary Stamp or Seal:

Notary Public State of Florida
M Martinez
My Commission DD446722
Expires 08/01/2009

Notary Commission Number: DD446722
My Commission Expires: 8/01/2009

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 03/24/2008

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

URS Corporation
600 Montgomery Street, 25th Floor
San Francisco, CA 94111

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Ins Co of Pittsburgh	19445-100
INSURER B: American Home Assurance Company	19380-100
INSURER C: Insurance Company of the State of PA	19429-100
INSURER D: Lloyd's of London/A.F. Beazley Syndicate	15792-200
INSURER E: Lexington Insurance Company	19437-000

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	GL197-9807	5/1/2007	5/1/2008	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 10,000
		[X] XCU, BFPD				PERSONAL & ADV INJURY	$ 1,000,000
		[X] Contractual Liability				GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [X] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	CA826-2672	5/1/2007	5/1/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A		[X] ANY AUTO	CA826-2675	5/1/2007	5/1/2008		
B		[ ] ALL OWNED AUTOS	CA826-2674	5/1/2007	5/1/2008	BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
		[ ]				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1593661	1/1/2008	1/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC1593662	1/1/2008	1/1/2009	E.L. EACH ACCIDENT	$ 1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	WC1593663	1/1/2008	1/1/2009	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
C			WC1593665/WC1593666	1/1/2008	1/1/2009	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		OTHER	MMP 0005	5/1/2007	5/1/2008		
E		Professional Liability w/Limited Contractual - Claims Made Policy	1156494 E&O	5/1/2007	5/1/2008	$1,000,000. Each Claim $1,000,000. Aggregate	

Approved by MDAD
Risk Management
Sharon Moorman
4/15/08

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: North Terminal Development (NTD) Automated Baggage Handling Systems Project No.: B703A5

Miami - Dade County is included as an Additional Insured pertaining to the General Liability policy, where required by written contract.

Professional Liability policy includes a $100,000. SIR.

CERTIFICATE HOLDER

Miami - Dade County
General Services Administration Department's
Risk Management Division
111 NW 1st Street, Suite 2340
Miami, FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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